TERMS OF USE

These Terms of Use ("**Terms**") govern access to and use of the HXI software-as-a-service platform (the "**Platform**") made available by **Hxology LLC** ("**Company**", "**we**", or "**us**"). These Terms apply to each individual who accesses or uses the Platform ("**you**" or "**User**"), whether you are provisioned directly by Company, by an enterprise customer that has licensed the Platform ("**Enterprise Customer**"), or by an Enterprise Customer's own customer, member, or client to whom access is made available as a value-added benefit ("**End Customer**"). By creating an account or otherwise accessing or using the Platform, you agree to be bound by these Terms.

If you are entering into these Terms on behalf of a company or other legal entity, you represent that you have the authority to bind that entity, in which case "you" refers to that entity.

1. RELATIONSHIP TO YOUR ORGANIZATION'S AGREEMENT

1.1 If you were provisioned access to the Platform by an employer, Enterprise Customer, or other organization (your "Organization"), your access is also subject to the separate agreement between your Organization and Company (or between your Organization and the Enterprise Customer that licenses the Platform, as applicable), and your Organization's own policies. These Terms govern your individual use of the Platform and do not modify the commercial terms of any such agreement.

1.2 Your Organization may be able to access information about your use of the Platform, suspend or terminate your access, or reassign your account, in accordance with its own agreement and policies.

1.3 If you are a Faculty Member and submit materials under a separate contributor agreement, that agreement shall control.

2. ELIGIBILITY AND ACCOUNTS

2.1 You must be at least 18 years old (or the age of legal majority in your jurisdiction) and have the authority to agree to these Terms to use the Platform.

2.2 You are responsible for maintaining the confidentiality of your account credentials and for all activity that occurs under your account. Notify us promptly of any unauthorized use of your account.

2.3 You agree to provide accurate, current, and complete information when creating your account and to keep such information up to date.

3. LICENSE TO USE THE PLATFORM

3.1 Subject to your compliance with these Terms and, if applicable, your Organization's agreement with Company, Company grants you a limited, non-exclusive, non-transferable,

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revocable right to access and use the Platform solely for your own internal use, in accordance with the Documentation.

3.2 This license does not include any right to: (a) resell, sublicense, or make the Platform (or its content or material) available to any third party (including any AI tool) except as expressly permitted under your Organization's agreement with Company; (b) modify, copy, or create derivative works of the Platform; (c) reverse engineer or decompile the Platform, except where prohibited by applicable law; or (d) use the Platform in any manner that violates these Terms or applicable law.

3.3 Individual User Licenses; No Shared Access.

(a) Individual Seats. Unless Company expressly authorizes otherwise in a written agreement, each license or subscription seat authorizes access to and use of the Platform and its content by one designated individual only ("Authorized User"). Each Authorized User must have a separate account with unique login credentials. A license purchased by an Organization authorizes access only for the individual assigned to that seat and does not provide access for the Organization as a whole.

(b) No Credential or Account Sharing. You may not share, disclose, lend, sell, transfer, or otherwise make your login credentials or account available to another individual, or permit another individual to access or use the Platform through your account. This prohibition applies whether access occurs simultaneously or at different times and whether the other individual is an employee, colleague, contractor, supervisor, or other person within or outside your Organization. Shared, pooled, departmental, and rotating accounts are prohibited.

(c) Separate Licenses Required. Each individual who accesses or uses the Platform must have a separate license or subscription seat assigned to that individual. Purchasing one seat does not authorize multiple individuals to take turns accessing the Platform, completing courses, or viewing content through that seat. Unless expressly authorized by Company in writing, you may not use your account to display, stream, or otherwise provide Platform content to a group of individuals who do not each have their own applicable license.

(d) Seat Reassignment. An individually purchased license may not be reassigned without Company's prior written approval. An Organization may reassign a seat only as expressly permitted by its written agreement with Company or with Company's prior written approval, and only to replace an individual who no longer requires ongoing access. The former user's access must be disabled before the replacement user receives access, and the replacement user must receive separate login credentials. Seats may not be repeatedly reassigned to rotate access among individuals or avoid purchasing additional seats.

(e) Violations. Sharing credentials, allowing unauthorized access, or otherwise circumventing these individual user requirements constitutes a violation of these Terms and may result in suspension or termination of access under Section 8.

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4. ACCEPTABLE USE

You agree to:

- Be considerate and respectful;
- Refrain from demeaning, discriminatory, or harassing behavior or speech; and
- Be mindful to behave in a professional, safe, and respectful manner.

You agree not to:

- Use the Platform for any unlawful, fraudulent, unauthorized, or harmful purpose;
- Upload or transmit any content that infringes a third party's intellectual property or privacy rights, or that is defamatory, obscene, or unlawful;
- Attempt to gain unauthorized access to the Platform, other users' accounts, or Company's systems or networks;
- Interfere with or disrupt the integrity or performance of the Platform, including through malware, denial-of-service attacks, or excessive automated requests;
- Share, record, copy, report, distribute, sell, scrape, bulk download, or use any content from the Platform other than your User Content (defined below) to train an AI model, build a competing product, commercially train or coach others without written permission from HXI;
- Use the Platform to build or support a product or service that competes with the Platform; or
- Remove, obscure, or alter any proprietary notices on the Platform.

5. CONTENT AND DATA

5.1 **Your Content.** You retain ownership of any data, files, or other content you submit to the Platform ("User Content"). You grant Company a license to host, process, and display User Content solely to provide, maintain, and improve the Platform and as otherwise described in Company's Privacy Policy.

5.2 **Responsibility for Content.** You are solely responsible for your User Content and represent that you have all rights necessary to submit it and grant the license above.

5.3 **Privacy.** Company's collection and use of personal data in connection with the Platform is described in Company's Privacy Policy, available at https://www.hxology.com/privacy-policy, which is incorporated into these Terms by reference.

5.4 **Types of Restricted Data**. Except as expressly permitted in this Section 5.4, you may not upload, submit, transmit, store, or otherwise make available through the Platform any Restricted Data. The Platform is not designed or intended to process Restricted Data, and

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we have not implemented safeguards specific to Restricted Data, including those required under HIPAA, PCI-DSS, or similar regimes. This Section does not prohibit (i) basic account and contact information you provide to register for and use the Platform (such as your name, email address, and billing information submitted through our payment processor), which we handle in accordance with our Privacy Policy; or (ii) other categories the service requires, e.g., business contact information of your own personnel. "Restricted Data" means any information that identifies, relates to, describes, or is reasonably capable of being associated with an identified or identifiable individual and that is regulated under applicable privacy, data protection, or data security laws, including "personal information," "personal data," "personally identifiable information," "protected health information," "nonpublic personal information," and "sensitive data" as those terms are defined under such laws. Restricted Data includes, without limitation:

- Government-issued identification numbers (such as Social Security, driver's license, passport, or taxpayer identification numbers);
- Financial account numbers, payment card numbers, and related access credentials, security codes, or passwords;
- Protected health information as defined under HIPAA (45 C.F.R. § 160.103), and any other medical, mental health, health insurance, or genetic information;
- Biometric identifiers and information;
- Precise geolocation data;
- Information about individuals under the age of 18, including any information subject to the Children's Online Privacy Protection Act;
- Education records subject to FERPA, and nonpublic personal information subject to the Gramm-Leach-Bliley Act;
- Data revealing racial or ethnic origin, religious beliefs, sexual orientation, citizenship or immigration status, or criminal history; and
- Any other data whose collection, processing, or transfer requires specific notice, consent, or contractual safeguards under applicable law.

Please carefully review the Hxology Privacy Policy for additional information.

6. INTELLECTUAL PROPERTY

6.1 The Platform, including its software, design, and all related intellectual property rights, is owned by Company and its licensors. Except for the limited license granted in Section 3, no rights are granted to you by implication or otherwise.

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6.2 Any content you submit on the Platform, feedback, or suggestions you provide about the Platform may be used by Company without restriction or obligation to you.

7. THIRD-PARTY SERVICES

The Platform may integrate with or link to third-party services that are not owned or controlled by Company. Company is not responsible for the content, policies, or practices of any third-party service. Your use of any third-party service is at your own risk and subject to that provider's terms.

8. SUSPENSION AND TERMINATION

8.1 Company may suspend or terminate your access to the Platform if you violate these Terms, if required by law, or if your Organization's agreement with Company expires or terminates.

8.2 You may stop using the Platform at any time. Sections that by their nature should survive termination (including Sections 5, 6, 9, 10, 11, and 12) will survive.

9. DISCLAIMERS

THE PLATFORM IS PROVIDED “AS IS” WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. COMPANY DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE. THE PLATFORM IS A LEADERSHIP DEVELOPMENT PLATFORM AND THE CONTENT MADE AVAILABLE ON THE PLATFORM IS NOT MEDICAL, CLINICAL, LEGAL, HUMAN RESOURCES, REGULATORY, COMPLIANCE, FINANCIAL, OR INDIVIDUALIZED CONSULTING ADVICE. USERS REMAIN RESPONSIBLE FOR THEIR OWN PROFESSIONAL JUDGMENT, PATIENT CARE, ORGANIZATIONAL DECISIONS, IMPLEMENTATION, AND COMPLIANCE OBLIGATIONS. WE DO NOT GUARANTEE ANY SPECIFIC OUTCOME, CERTIFICATION, COMPETENCY, OR CONTINUING-EDUCATION CREDIT UNLESS EXPRESSLY STATED FOR A PARTICULAR OFFERING.

10. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, OR DATA, ARISING OUT OF OR RELATED TO YOUR USE OF THE PLATFORM, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THE PLATFORM WILL NOT EXCEED ONE HUNDRED DOLLARS ($100), UNLESS A GREATER AMOUNT IS REQUIRED BY THE

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AGREEMENT BETWEEN COMPANY AND YOUR ORGANIZATION OR BY APPLICABLE LAW.

11. INDEMNIFICATION

11.1 You agree to defend, indemnify, and hold harmless Hxology, LLC, its affiliates, and their respective officers, directors, members, employees, contractors, agents, licensors, and successors (the "Indemnified Parties") from and against any and all third-party claims, demands, actions, and proceedings, and any resulting losses, liabilities, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (collectively, "Losses"), arising out of or relating to: (i) your access to or use of the Platform; (ii) your User Content; (iii) your breach of these Terms or any applicable law; (iv) your violation of the rights of any third party, including intellectual property, privacy, or publicity rights; or (v) your willful misconduct or negligence.

11.2 Your obligations under this Section do not apply to the extent Losses are caused by the gross negligence, willful misconduct, or fraud of an Indemnified Party.

11.3 We will provide you prompt written notice of any claim subject to indemnification, provided that failure to give prompt notice relieves you of your obligations only to the extent you are materially prejudiced. We may, at our option, assume control of the defense and settlement of any claim at your expense. You may not settle any claim that imposes liability or obligations on an Indemnified Party or admits fault without our prior written consent. You agree to cooperate reasonably in the defense.

11.4 This Section survives termination of these Terms and your use of the Platform.

12. GOVERNING LAW; DISPUTES

12.1 These Terms are governed by the substantive laws of the State of Florida, without regard to its conflict of laws principles. This agreement to arbitrate is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et. Seq. To the extent the FAA does not apply, the Florida Arbitration Code, Chapter 682, Florida Statutes, shall govern.

12.2 Any claim, dispute, or controversy arising out of or relating to these Terms or your use of the Platform will undergo a good-faith resolution period. If after such 30-day period, no resolution can be made, you agree to exclusive and binding arbitration administered by JAMS under its Comprehensive Arbitration Rules and Procedures in effect at the time the demand is filed in Pinellas County, Florida.

12.3 The arbitrator(s) shall apply the substantive law specified above, shall have no authority to award punitive or exemplary damages or consequential damages except as permitted by this Agreement, and shall issue a reasoned written award. Judgment on the award may be entered in any court of competent jurisdiction.

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12.4 Each party shall bear its own attorneys' fees and costs, and the parties shall split the arbitrator's fees and administrative costs equally, except that the arbitrator(s) may award reasonable attorneys' fees and costs to the prevailing party.

12.5 Disputes shall be arbitrated only on an individual bases, and not as a class, collective, or representative action.

12.6 Either party may seek temporary, preliminary, or permanent injunctive relief in the state or federal courts located in Pinellas County, Florida to protect its intellectual property or confidential information, or to preserve the status quo pending arbitration. Such action will not waive the right to arbitrate.

12.7 The existence, content, and result of any arbitration shall be kept confidential, except as necessary to enforce an award or as required by law

12.8 To the extent any dispute is permitted to proceed to court, EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL.

13. CHANGES TO THESE TERMS

Company may update these Terms from time to time. If we make material changes, we will provide reasonable notice (such as by posting an updated version with a new "Last Updated" date or notifying your Organization's administrator). Your continued use of the Platform after changes take effect constitutes acceptance of the updated Terms.

14. COPYRIGHT POLICY AND DMCA NOTICES

Hxology, LLC respects the intellectual property rights of others and expects users of the Platform to do the same. In accordance with the Digital Millennium Copyright Act of 1998, 17 U.S.C. § 512 ("DMCA"), we will respond promptly to notices of alleged copyright infringement that comply with the law and are properly submitted to our designated copyright agent identified below. We may remove or disable access to allegedly infringing material and may terminate the accounts of users who are repeat infringers.

14.1. If you believe that content available on or through the Platform infringes a copyright you own or control, please send a written notice to our Designated Copyright Agent that includes:

(a) a physical or electronic signature of the copyright owner or a person authorized to act on the owner's behalf;

(b) identification of the copyrighted work claimed to have been infringed, or, if multiple works are covered by a single notice, a representative list of such works;

(c) identification of the material claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to permit us to locate it (e.g., the URL);

(d) your name, mailing address, telephone number, and email address;

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(e) a statement that you have a good-faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

(f) a statement, made under penalty of perjury, that the information in the notice is accurate and that you are the copyright owner or are authorized to act on the owner's behalf.

14.2. Designated Copyright Agent.

Stephanie Abbott
Hxology, LLC
13013 Seminole Blvd., #1152
Largo, FL 33778
Email: legal@hxology.com
Phone: (727) 351-2326

14.3. If you believe that material you posted was removed or disabled by mistake or misidentification, you may submit a written counter-notification to the Designated Copyright Agent that includes:

(a) your physical or electronic signature;

(b) identification of the material that was removed or disabled and the location where it appeared before removal;

(c) a statement, under penalty of perjury, that you have a good-faith belief the material was removed or disabled as a result of mistake or misidentification;

(d) your name, address, and telephone number; and

(e) a statement that you consent to the jurisdiction of the federal district court for the judicial district where your address is located (or, if outside the United States, any judicial district in which Hxology, LLC may be found), and that you will accept service of process from the person who submitted the original notice or their agent.

If we receive a compliant counter-notification, we may forward it to the original complainant. Unless the complainant notifies us within ten (10) business days that it has filed an action seeking a court order against you, we may restore the removed material within ten (10) to fourteen (14) business days after receipt of the counter-notification, at our discretion.

14.4. In appropriate circumstances, we will terminate the accounts of users who are determined to be repeat infringers.

14.5. Under 17 U.S.C. § 512(f), any person who knowingly materially misrepresents that material is infringing, or that material was removed or disabled by mistake or misidentification, may

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be liable for damages, including costs and attorneys' fees. Please consult counsel before submitting a notice or counter-notification.

14.6. This policy does not limit any other rights or remedies available to Company, and we may remove content or suspend accounts for any violation of these Terms, whether or not a DMCA notice has been received.

15. GENERAL

15.1 If any provision of these Terms is found unenforceable, the remaining provisions will remain in full force and effect.

15.2 Company's failure to enforce any provision of these Terms is not a waiver of that provision.

15.3 These Terms, together with the Privacy Policy and any applicable agreement between Company and your Organization, constitute the entire agreement between you and Company regarding your use of the Platform.

15.4 Questions about these Terms can be directed to legal@hxology.com.

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