

MPOWERHealth Website Terms of Use

Effective Date: August 15, 2026

Acceptance of the Website Terms of Use

This Website Terms of Use is provided by MPOWERHealth (“*Company*”, “*we*”, or “*us*”) and governs your access to and use of mpowerhealth.com and scheduling.mpowerhealth.com and any content, functionality and services offered on or through those websites (collectively, the “*Website*”), whether as a guest or a registered user. The terms and conditions of this Website Terms of Use and our Privacy Policy (found at <https://mpowerhealth.com/docs/privacy-policy-mpowerhealth.pdf> and incorporated herein by reference) are, collectively, the “*Terms of Use.*” Please read the Terms of Use and all related documents carefully before you use the Website.

By using the Website or by clicking to accept or agree to the terms of use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use. If you do not want to agree to our Terms of Use, you should not access or use the Website.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. We will post a notice of any changes to these Terms of Use, and the effective date of such changes, to our Website.

Website Availability

From time to time, we may restrict access to some or all the Website to users, including registered users, in our sole discretion without notice. We also reserve the right to eliminate, modify or close the Website, and any service or material we provide on the Website, in our sole discretion without notice. We make no representation that the Website will be available at any time and we will not be liable for any reason if all or any part of the Website is unavailable at any time or for any period.

In addition, we have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no

reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Accessing the Website

You are responsible for making all arrangements necessary for you to have access to the Website. To access the Website and the resources it offers, you may be asked to register or create an account or provide certain details or other information. It is a condition of your use of the Website that all the information you provide is correct, current, and complete. You agree that all information you provide on the Website and your use of the Website, including the use of any interactive features on the Website, is governed by our Privacy Policy and you consent to all actions we take with respect to your information consistent with our Privacy Policy. You agree to logout of your account and close the website at the end of each session.

If you choose, or are provided with, a username, password or other information, you must treat such information as confidential and not disclose it to any other person or entity. Your account is personal to you and you agree not to provide any other person with your username, password or other security information or permit their access to or use of the Website 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. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security.

Intellectual Property Rights

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

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- You may store files that are automatically cached by your Web browser for display enhancement purposes;
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution; and
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

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- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

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Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms of Use;
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter”, “spam”, or any other similar solicitation;
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses, usernames or screen names, if applicable, associated with any of the foregoing); or
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Website, including their ability to engage in real time activities through the Website;
- Use any robot, spider, or other automatic device, process, or means to access the

Website for any purpose, including monitoring or copying any of the material on the Website;

- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent;
- Use any device, software, or routine that interferes with the proper working of the Website;
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website;
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack; or
- Otherwise attempt to interfere with the proper working of the Website.

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

No Medical Advice or Emergency Services

The Website and its content are provided for general informational purposes only and do not constitute medical advice, diagnosis, or treatment. Your use of the Website does not create a provider-patient or physician-patient relationship between you and the Company or any healthcare professional. You should not rely on the Website as a substitute for advice from a qualified healthcare professional, and you should always seek the advice of your physician or other qualified healthcare provider with any questions regarding a medical condition. THE WEBSITE IS NOT INTENDED FOR MEDICAL EMERGENCIES. IF YOU BELIEVE YOU ARE EXPERIENCING A MEDICAL EMERGENCY, CALL 911 OR SEEK IMMEDIATE MEDICAL ATTENTION. Do not submit urgent medical information or requests through the Website,

including through any scheduling, contact, or intake feature. To the extent information submitted through the Website constitutes protected health information, the Company's use and disclosure of that information is governed by the applicable **Notice of Privacy Practices** and not solely by these Terms of Use or the Privacy Policy.

Changes to the Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Website

All information we collect on this Website is subject to our Privacy Policy (https://mpowerhealth.com/docs/privacy_policy.pdf). By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

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Limitation on Liability

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Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective 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 reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

Governing Law; Jurisdiction; Time Limitations

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims),

shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision (whether of the State of Texas or any other jurisdiction). Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Texas, in each case located in Dallas County, Texas. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and MPOWERHealth regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

Your Comments and Concerns

This website is operated by MPOWERHealth. All feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: communications@mpowerhealth.com.