

Terms of Service

Effective Date: November 20, 2023

These Terms of Service ("**Terms**") govern your use of our website(s), applications, and services (the "**Services**") which is made available by PrepPro ("**PrepPro**", "**we**"/"**us**"). Your access to and use of the Services and any information, text, graphics, data, profiles, links, audio and video clips or other materials uploaded, downloaded or appearing on the Services (collectively referred to as "**Content**") is conditional on your acceptance of and compliance with these Terms as well as our Privacy Policy which governs our use of your personal information.

1. Registration and Access

- 1.1. The Service is available to end users ("**Users**") (i) whose employer or organization ("**Organization**") has permitted them to use the Service as an employee of the Organization (an "**Employee**"); or (ii) who have signed up for the Service individually without an Organization. By using the Service in any manner as an Employee, you represent and warrant to PrepPro that you are permitted to do so by your Organization and not in breach of any Organization policy.
- 1.2. Our Services are not directed to children under the age of 16. We do not knowingly collect or solicit Personal Information from children under the age of 16. If you believe that a child under 16 years of age may have provided Personal Data to us through the Services, please contact us at mark@preppro.org. If we learn we have collected Personal Data from a child under 16 years of age, we will delete the Personal Information from our systems as soon as possible.

2. Third Party Content

The Services may contain links to other websites that are not owned or controlled by PrepPro. PrepPro is not responsible for the content of any linked websites. Any third-party websites or services accessed from the Services are subject to the terms and conditions of those websites and or services and you are responsible for determining those terms and conditions and complying with them. The presence on the Website of a link to any non-PrepPro websites does not imply that PrepPro endorses or accepts any responsibility for the content or use of such websites, and you hereby release PrepPro from all liability and/damages that may arise from your use of such websites or receipt of services from any such websites.

3. Restrictions on Content and Use of the Service

You may not do any of the following while accessing the Services:

- (i) Contravene any applicable laws relating to acceptable online conduct, behavior and content usage;
- (ii) Engage in any illegal, offensive or unauthorized conduct including:
 - a. Hacking, accessing, tampering with, or using non-public areas of the Service, our computer systems, or the technical delivery systems of our providers and partners;
 - b. Probing, scanning, or testing the vulnerability of any system or network or breaching or circumventing any security or authentication measures;
 - c. Interfering with, or disrupting, (or attempting to interfere or disrupt), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Service, or by scripting the

- creation of Content in such a manner as to interfere with or create an undue burden on the Service.
- d. Generating content that is sexually explicit, hateful, discriminatory, or other abusive content.
- e. Removing or modifying any copyright, trademark or other proprietary notice on the Services.
- (iii) Use automated devices (such as robots and spiders) to scrape or index the Services or their Content;
- (iv) Record or mine information about other users of the Services;

4. Passwords

You are responsible for safeguarding the password that you use to access the Services and Service and you are responsible for any activities or actions under your password. You agree to keep your password secure. We cannot, and will not, be liable for any loss or damage arising from your failure to comply with these requirements.

5. Content on the Service

All Content, whether publicly posted or privately transmitted, is the sole responsibility of the originator. We may not monitor or control the Content posted through the Service and we cannot take any responsibility for such Content. Any use or reliance on any Content or materials posted via the Service or obtained by you through the Service is at your own risk.

We do not represent or guarantee the completeness, truthfulness, accuracy, or reliability. Under no circumstances will we be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service or broadcast elsewhere.

6. License of Rights to PrepPro

- 6.1. **Feedback.** If you provide PrepPro with any suggestions, comments or other feedback ("**Feedback**") relating to the Services, PrepPro may use such Feedback in the Services or in any other PrepPro products or services (collectively, "PrepPro Offerings"). Accordingly, you agree that: (a) PrepPro is not subject to any confidentiality obligations in respect to the Feedback, (b) the Feedback is not confidential or proprietary information of you or any third party and you have all of the necessary rights to disclose the Feedback to PrepPro, (c) PrepPro (including all of its successors and assigns and any successors and assigns of any of the PrepPro Offerings) may freely use, reproduce, publicize, license, distribute, and otherwise commercialize Feedback in any PrepPro Offerings, and (d) you are not entitled to receive any compensation or re-imbursement of any kind from PrepPro or any of the other users of the Services.
- 6.2. **Data.** As between you and PrepPro, you exclusively own all rights, title and interest in and to all of your data ("**Data**"). PrepPro shall only access your account, including your Data, to respond to service or technical problems or as necessary for the operation of the Service or billing. You hereby grant PrepPro and its affiliates a non-exclusive, irrevocable, perpetual, sub-licensable, transferable license to use, copy and otherwise exploit your Data as reasonably required to provide the Service. The forgoing license shall include the right for PrepPro to use, copy and otherwise exploit your Data for the purpose of creating Anonymous Service Data. PrepPro shall own all right, title and interest in and to the Anonymous Service Data, including all intellectual property rights in the Anonymous Service Data, and you hereby assign, transfer and convey to PrepPro

any ownership interest you may have in any Anonymous Service Data.

7. End User License

The Services, Content, and the information and materials contained therein (except for information and material provided by Users of the Service), are the property of PrepPro and its licensors, and are protected from unauthorized copying and dissemination by copyright law, trademark law, and other intellectual property laws. Subject to these Terms, we grant you a non-transferable, non-exclusive, license to use the Services for your individual use, and not for the use of any other person or individual. Nothing in the Terms gives you a right to use the brand names, trademarks, logos, domain names, and other distinctive brand features we provide the Service under without our prior written consent. You shall not attempt to override or circumvent any of the usage rules or restrictions on the Services. Any future release, update, or other addition to functionality of the Services and Content shall be subject to the terms of these Terms.

8. The Services are Provided “AS-IS”

Your access to and use of the Services and any Content is at your own risk.

You understand and agree that the Service is provided to you on an “AS IS” and “AS AVAILABLE” basis. Without limiting the foregoing, PREPPRO AND ITS PARTNERS DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. We make no warranty and disclaim all responsibility and liability for the completeness, accuracy, availability, timeliness, security or reliability of the Service or any content thereon. We will not be responsible or liable for any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services, or any Content. You also agree that we have no responsibility or liability for the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services. We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained through the Services, will create any warranty not expressly made herein.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PREPPRO AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICE, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICE; AND (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT PREPPRO HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

10. Indemnification

YOU SHALL INDEMNIFY, DEFEND AND HOLD PREPPRO AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM ALL CLAIMS,

THREATS, ACTIONS, PROCEEDINGS, DEMANDS, DAMAGES, LOSSES, OBLIGATIONS, COSTS, AND EXPENSES INCLUDING REASONABLE ATTORNEYS' FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF MATERIALS SUBMITTED, POSTED, TRANSMITTED OR MADE AVAILABLE BY YOU THROUGH THE SERVICES, YOUR USE OF THE SERVICES, ANY VIOLATION BY YOU OF THESE TERMS OF USE, OR ANY VIOLATION BY YOU OF ANY RIGHTS OF ANOTHER (INCLUDING, WITHOUT LIMITATION, ALL INTELLECTUAL PROPERTY RIGHTS AND RIGHTS OF PUBLICITY, PERSONALITY OR PRIVACY), OR ANY VIOLATION BY YOU OF ANY APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING THE COLLECTION, ACCESS, USE, DISCLOSURE AND STORAGE OF PERSONAL INFORMATION AND PERSONAL HEALTH INFORMATION, INCLUDING, WITHOUT LIMITATION, ANY CONSENT REQUIREMENTS THEREIN.

CLASS ACTION WAIVER:

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

11. Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

12. Termination

12.1. **Termination by PrepPro.** PrepPro retains the right to terminate and/or suspend your ability to access the Service at any time.

12.2. **Account Deletion.** You may request a deletion of your account by contacting mark@preppro.org.

12.3. **Surviving Terms.** Provisions which by their nature should survive termination of the Terms, shall survive. This includes but is not limited to provisions of these Terms pertaining to indemnification, limitations of liability, intellectual property, and terms regarding dispute and arbitration.

13. Waiver and Severability

The failure of PrepPro to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, the remaining provisions of these Terms will remain in full force and effect.

14. Controlling Law and Jurisdiction

These Terms and any action related thereto will be governed by the laws of the state of Delaware without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings or litigation arising in connection with the Service will be brought solely in Delaware, United States of America, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

15. Entire Agreement

These Terms and our Privacy Policy are the entire and exclusive agreement between PrepPro and you regarding the Services and these Terms supersede and replace any prior agreements between PrepPro and you regarding the Services.

We may revise these Terms from time to time. If the revision, in our sole discretion, is material we will notify you via an update or e-mail to the email associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

If you have any questions about these Terms, please contact us at: hello@preppro.org.