

## Acceptable Use Policy

Effective Date: April 10th, 2024

At My Fluids, our priority is to ensure the safety, well-being, and accessibility of our services for all users. To achieve this, we have formulated an agreement that outlines the guidelines for using My Fluids.

This Acceptable Use Policy (referred to as "AUP") is an integral part of the [Terms of Use](#) of My Fluids, Inc. ("My Fluids," "we," or "us") and governs the utilization of the Platform and Services (as defined in the Terms of Use). Any capitalized term not defined in this AUP shall carry the meaning ascribed to it in our Terms of Use. *By using or otherwise accessing the services, and/or by registering with us, you acknowledge and agree to have read this aup and the terms of use which it incorporates, understand their content, and agree to abide by their stipulations. Failure to agree with this aup or the terms of use disallows your use of the services.*

### 1. RESTRICTED USAGE

You commit to employing the Services in a manner that is lawful, non-infringing, non-tortious, and non-detrimental; refraining from violating the intellectual property, privacy, or other rights of any other party; and abstaining from actions that disrupt, impede, or compromise the functioning, utilization, or enjoyment of any service, system, or property.

Additionally, you undertake not to:

- Utilize the Services or Platform in contravention of our [Community Standards](#).
- Engage in the copying, alteration, adaptation, translation, or reverse engineering of any Content (as defined in the Terms of Use) or segment of the Platform, its content or materials, and/or the Services.

- Eradicate any copyright, trademark, or other proprietary rights notices from the Platform and/or the Services or from any Content.
- Employ any robot, spider, site search/retrieval application, or other automated means to access, retrieve, or index any part of the Platform and/or the Services.
- Access or retrieve any Content or segment of the Platform and/or the Services for the purpose of compiling or populating a searchable database of reviews or other Content linked to the healthcare industry or Healthcare Providers (as defined in the Terms of Use).
- Reformat or frame any Content or segment of the web pages forming part of the Platform and/or the Services.
- Engage in fraudulent or deliberate misuse of the Services, including, but not limited to, scheduling appointments with Healthcare Providers that you do not intend to keep, or scheduling appointments for Designated Provider Services that you do not intend to pay using the Transaction Processing Services.
- Create user accounts, book appointments, or submit Posted Information through automated methods or under false or deceptive pretenses, including impersonating any individual or entity or providing misleading information.
- Utilize contact information provided by other users or Healthcare Providers for sending, or facilitating the sending of, unsolicited bulk communications (i.e., SPAM).
- Breach any law or regulation, including, but not limited to, any privacy laws.
- Compromise the security of your Account Credentials (such as by allowing someone else to log into the Services as you).
- Attempt, in any manner, to acquire the password, account, or other security information from any other user.

- Breach the security of any computer network or decipher any passwords or security encryption codes.
- Decompile, reverse engineer, or otherwise attempt to obtain the source code or underlying ideas or information of or relating to the Services.
- Gather or store personal data about other users in connection with the prohibited activities outlined in this section.
- Utilize any means, including software, to conduct web scraping of any portion of the Platform, its content or materials, and/or the Services.

Failure to comply with any of the above constitutes grounds for the termination of your right to utilize or access the Services.

## **2. USER-GENERATED CONTENT**

In accordance with the [Terms of Use](#), you may submit Posted Information to the Platform on your own behalf or on behalf of individuals for whom you are legally authorized to act. This Posted Information may include, but is not limited to, feedback for Healthcare Providers, general inquiries, or participation in other interactive and community features of the Platform. When providing feedback, it is essential to furnish clear, honest assessments of the Healthcare Provider and your experiences, refraining from the use of inappropriate language, making gratuitous personal criticisms or comments, or including information that could potentially reveal your identity or personal details. Similarly, when engaging in interactive or community aspects of the Service, refrain from posting any information that could be used by another user or Healthcare Provider to identify you or any person for whom you are legally authorized to act. Instead, include all pertinent information concisely to facilitate a helpful response.

We reserve the right to publish your Posted Information as part of the Services and to remove your Posted Information for any reason. However, we are not accountable for any failure or delay in posting or removing Posted Information. It should be noted that the Posted

Information provided by others represents individual opinions and should not be solely relied upon.

Furthermore:

- You bear sole responsibility for any Posted Information you submit, publish, or display through the Services or transmit to other users of the Platform.
- You are prohibited from posting, distributing, or reproducing in any manner any content or material that infringes, misappropriates, or violates the intellectual property, publicity, privacy, or other rights of any party.
- You may not provide any Posted Information that falsely suggests or implies sponsorship or endorsement by My Fluids.
- You may not provide any Posted Information that is unlawful or promotes or encourages illegal activity.
- You acknowledge that My Fluids reserves the right to review and delete any Posted Information that, at its sole discretion, violates the Terms of Use or this AUP, or which may be offensive, illegal, or threatens the safety of other users of the Services.
- You agree to only provide Posted Information that you believe to be accurate.
- You may not submit Posted Information that is deceptive, false, or misleading; provides personally identifying information about you or anyone for whom you are legally authorized to act; violates the privacy rights of any person or entity; harasses or advocates harassment of another person or entity;; involves the transmission of unsolicited mass mailing or "spamming"; infringes, violates, or misappropriates the intellectual property or other rights of any person or entity; violates antitrust, competition, or consumer protection laws; is unlawful, threatening, abusive, hateful, violent, discriminatory, obscene, defamatory, or libelous; or is pornographic or sexually explicit in nature.

The above represents a partial list of prohibited content and communications on/through the Platform. My Fluids reserves the right to investigate and take appropriate legal action in accordance with the [Terms of Use](#).

### **3. COPYRIGHT INFRINGEMENT POLICY**

If you are a copyright owner or agent thereof and believe that any User Submission or other content infringes upon your copyrights, you may submit a notification in accordance with the Digital Millennium Copyright Act ("DMCA") by providing the Company's Copyright Agent with the following information in writing:

- i. The signature, either physical or electronic, of an individual authorized to act on behalf of the copyright owner claiming infringement.
- ii. Identification of the copyrighted work alleged to have been infringed, or, if multiple works on a single online site are involved, a representative list of those works.
- iii. Identification of the material claimed to be infringing or the subject of infringing activity, along with adequate information to enable the service provider to locate the material and either remove it or disable access to it.
- iv. Contact information reasonably sufficient to permit the service provider to reach out to you, including an address, telephone number, and, if available, an email address.
- v. A statement made in good faith that the use of the material in the manner being complained of is not authorized by the copyright owner, their agent, or the law.
- vi. A statement, made under penalty of perjury, that the information provided in the notification is accurate and that you are authorized to act on behalf of the copyright owner alleging infringement.

My Fluids's designated Copyright Agent to receive notifications of claimed infringement may be reached at [info@my-fluids.com](mailto:info@my-fluids.com).

Only DMCA notices should go to the Copyright Agent. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. It is advisable to consult a legal advisor before filing a notice. Additionally, be aware that there are penalties for false claims under the DMCA. Any other feedback, comments, requests for technical support, and other communications should be directed to My Fluids's customer service at [info@my-fluids.com](mailto:info@my-fluids.com). Failure to comply with all requirements of this Section renders your DMCA notice invalid.

#### **4. UPDATES AND AMENDMENTS TO THE ACCEPTABLE USE POLICY**

The effective date of the Acceptable Use Policy is stated at the beginning of this webpage. Notice of any significant changes will be provided by posting on this webpage. Your continued use of the Services after the effective date constitutes acceptance of the amended Acceptable Use Policy. We encourage periodic review of this webpage for the latest information on acceptable uses of the Services. The amended Acceptable Use Policy supersedes all prior versions. *If you do not agree to future changes to this acceptable use policy, you must cease using the services after the effective date of such changes.*