

BUDS TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS SITE.

Welcome to the BUDS Technology, Inc. ("BUDS") website and related BUDS Applications, including but not limited to NurseDaisy, WeCare, SavvyPay, BUDlogic, and/or FootPrint (collectively the "BUDS Applications" or the "Site"). These Terms And Conditions cover the uses for all of this Site and the BUDS Applications, although additional conditions, restrictions, and policies, including the Privacy Policy, posted or referenced on the Site may also apply.

By using the BUDS Applications, you signify your express acceptance and agreement to these BUDS Terms and Conditions (Terms and Conditions") and the BUDS Privacy Statement that follows the BUDS Terms and Conditions and which is incorporated into the Terms and Conditions. If you do not agree to all of these Terms and Conditions, do not use the BUDS Applications! BUDS may revise and update these Terms and Conditions at any time. Your continued usage of the BUDS Applications constitutes an agreement that you accept those changes.

BUDS APPLICATIONS DO NOT PROVIDE MEDICAL ADVICE

The content, products, applications and services offered through the BUDS Applications are here to educate consumers on health care and medical issues that may affect their daily lives. Nothing in the content, products or services should be considered, or used as a substitute for, medical advice, diagnosis, or treatment. The BUDS Applications and its services do not constitute the practice of any medical, nursing, or other professional health care advice, diagnosis, or treatment. BUDS is not responsible for and makes no warranties or representations as to the accuracy of any information inputted into the BUDS Applications by the user or the user's health care provider. It is the sole responsibility of the user, any authorized users, and/or the participating health care providers utilizing the BUDS Applications to ensure that any inputted information is accurate. You should always talk to your health care provider for diagnosis and treatment, including your specific medical needs. We advise users to always seek the advice of a physician or other qualified health care provider with any questions regarding personal health or medical conditions. Never disregard professional medical advice or delay in seeking it because of something you have read on the BUDS Applications!

IF YOU HAVE OR SUSPECT THAT YOU HAVE A MEDICAL PROBLEM OR CONDITION, PLEASE CONTACT A QUALIFIED HEALTH CARE

PROFESSIONAL IMMEDIATELY. IF YOU ARE IN THE UNITED STATES AND ARE EXPERIENCING A MEDICAL EMERGENCY, PLEASE CALL 911 OR CALL FOR EMERGENCY MEDICAL HELP ON THE NEAREST TELEPHONE.

Intended for users 18 and older

The BUDS Applications are intended for use by individuals 18 years of age or older. The BUDS Applications are not directed for use by children under the age of 18. Users under the age of 18 should get the assistance of a parent or guardian to use the BUDS Applications.

Acceptable use

You agree that you will not:

Use this Site for any purpose in violation of local, state, national, or international laws.

- Use this Site as a means to distribute advertising or other unsolicited material to any third party.
- Use this Site to post or transmit material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity.
- Attempt to disable, "hack," or otherwise interfere with the proper functioning of this Site.
 - Violate or attempt to violate the security of the Site, including, without limitation:
 - Accessing data not intended for Site users or logging onto a server or an account which Site users are not authorized to access;
 - Attempting to probe, scan or test the vulnerability of the Site or the Site's network or to breach security or authentication measures without proper authorization; or
 - Accessing or using the Site or any portion thereof without authorization, in violation of these Terms and Conditions or in violation of applicable law.
- Use any scraper, crawler, spider, robot, or other automated means of any kind to access or copy data on the Site, deep-link to any feature or content on the Site, or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Site.

- Use any device, software, routine, or any other means to interfere or attempt to interfere with the proper working of this Site or any activity being conducted on this Site.

Authorization for the Collection, Use, Storage, and Disclosure of Your Information

By using the BUDS Applications, you confirm that you have read and understand this section of the Terms and Conditions.

The BUDS Applications collect and store personal information about you including, without limitation, data about medical conditions that can be identified as yours, otherwise known as “protected health information” or “personally identifiable information” (collectively, “PII”).

The confidentiality and security of PII is protected in the United States by the Health Insurance Portability and Accountability Act (HIPAA) and applicable state privacy laws, and your healthcare provider is designated a “Covered Entity” and BUDS and /or BUDS Applications may be designated a “Business Associate” of your provider.

These laws generally require BUDS to safeguard the confidentiality of your PII and not to disclose it except to you, your personal representative (e.g., your guardian or someone you authorize to make medical decisions for you), healthcare professionals involved in providing medical care to you, or third parties you specifically authorize to have access to your PII; notify you of the types of PII we collect and why, who we may disclose it to, and how long your healthcare provider has directed us to store or retain it; and allow you to “opt out” of your healthcare provider’s retention of the information or from receiving surveys or questionnaires relating to your health, treatment, or use of the BUDS Applications.

When you create an account and use the BUDS Applications, you consent to BUDS disclosing your PII via email and text over the user’s cellular network and/or the chat or video function through the BUDS Applications (text and data rates may apply) to any user of the BUDS Applications authorized by you or your health care provider. You are responsible for ensuring that the identity and pertinent contact information for any such user is current.

When you create an account and use the BUDS Applications, you consent to BUDS collecting, processing, using, disclosing, and storing your PII. With your consent and authorization, as provided in these Terms and Conditions, BUDS may collect, process, use, store, and/or disclose your PII as permitted in the agreement, if

applicable, between BUDS and the organization that employs or contracts with your healthcare provider, which may include: to provide you or your healthcare provider with information concerning medical conditions you may have and treatment options; conditions you may have and treatment options; to notify third parties to provide services to you specified by your healthcare provider (e.g., taking blood or other samples from you in your home); to improve the BUDS Applications by adding your medical data to the database that supports the Artificial Intelligence underlying the BUDS Applications and refining diagnostic algorithms or other commercial purposes; on a de-identified basis, for medical research, studies, or publications by BUDS or third parties.

YOU MAY REVOKE YOUR CONSENT AND AUTHORIZATION FOR BUDS TO COLLECT, PROCESS, USE, DISCLOSE, AND/OR STORE YOUR PII AT

ANY TIME AND FOR ANY REASON (OR FOR NO REASON) EITHER BY NOTIFYING YOUR HEALTHCARE PROVIDER DIRECTLY, OR BY NOTIFYING BUDS, AS PROVIDED BELOW. HOWEVER, REVOCATION OF YOUR CONSENT AND AUTHORIZATION MAY RESULT IN YOUR ABILITY TO UTILIZE THE BUDS APPLICATIONS AND/OR THE INABILITY OF YOUR HEALTHCARE PROVIDER TO UTILIZE THE BUDS APPLICATIONS WITH RESPECT TO YOUR CARE. A revocation of authorization will not affect any actions taken by BUDS in reliance on your consent and authorization before notification of the revocation.

When you access or use the BUDS Applications, BUDS also may collect, use, store, and/or disclose non-PII data about you, i.e., personal information about you that does not include health information. A revocation of your consent and authorization for BUDS to collect, use, and/or disclose your PII will not affect BUDS's use of your non-PII data

Passwords

BUDS Applications have several tools that allow you to record and store information. You are responsible for taking all reasonable steps to ensure that no unauthorized person shall have access to your BUDS Applications passwords or accounts. It is your sole responsibility to: (1) control the dissemination and use of sign-in name, screen name and passwords; (2) authorize, monitor, and control access to and use of your BUDS Applications account and password; (3) promptly inform your healthcare provider or BUDS if you believe your account or password has been compromised or if there is any other reason you need to deactivate a password. You grant BUDS and all other persons or entities involved in the operation of the Site the

right to transmit, monitor, retrieve, store, and use your information in connection with the operation of the BUDS Applications. BUDS cannot and does not assume any responsibility or liability for any information you submit, or your or third parties' use or misuse of information transmitted or received using BUDS Applications tools and services.

Termination of use

BUDS may, in its sole discretion, terminate your account or your use of the BUDS at any time.

BUDS reserves the right to change, suspend, or discontinue all or any aspects of the BUDS Applications at any time without prior notice.

Liability of BUDS Technology, Inc., and Its Licensors

The use of the BUDS Applications and its content is at your own risk.

The accuracy and reliability of any information inputted into the BUDS Applications is the sole responsibility of the user, any authorized users, and/or the participating health care providers. BUDS is not responsible for and makes no warranties or representations as to the accuracy or breadth of any information inputted or omitted from the BUDS Applications.

When using the BUDS Applications, information will be transmitted over a medium that may be beyond the control and jurisdiction of BUDS and its suppliers. Accordingly, BUDS assumes no liability for or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the BUDS Applications.

YOU UNDERSTAND AND AGREE THAT BUDS AND ANY SERVICES, CONTENT, OR INFORMATION CONTAINED ON OR PROVIDED BY BUDS IS PROVIDED ON AN "AS IS" BASIS. BUDS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, OR ENDORSEMENTS WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NONINFRINGEMENT OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SERVICE OR ANY MERCHANDISE, INFORMATION, OR SERVICE PROVIDED THROUGH THE SERVICE. IN ADDITION, BUDS DOES NOT GUARANTEE THAT USE OF BUDS APPLICATIONS WILL BE FREE FROM TECHNOLOGICAL DIFFICULTIES INCLUDING, BUT NOT LIMITED TO, UNAVAILABILITY OF

INFORMATION, DOWNTIME, SERVICE DISRUPTIONS, VIRUSES, OR WORMS. YOU UNDERSTAND THAT YOU ARE RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKPOINTS TO SATISFY YOUR PARTICULAR REQUIREMENTS FOR ACCURACY OF DATA INPUT AND OUTPUT.

BUDS, ITS LICENSORS, AND ITS SUPPLIERS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE.

Without limiting the foregoing, BUDS, its licensors, and its suppliers make no representations or warranties about the following:

- The accuracy, reliability, completeness, currentness, or timeliness of the content, software, links, or communications provided on or through the use of the BUDS Applications.
- The satisfaction of any government regulations requiring disclosure of information on prescription drug products or the approval or compliance of any software tools with regard to the content contained on the BUDS Applications.

Indemnification

You agree that you will defend, indemnify, and hold harmless BUDS from and against any damages, losses, liabilities, judgments, costs, or expenses (including reasonable attorneys' fees and costs) against or incurred by BUDS arising out of a claim by a third party relating to your breach of these Terms and Conditions or applicable law, User-Generated Content and any other materials you post or allow to be posted to the Site, your use or access of the Site, access of this Site by anyone using your user ID and password, or any other actions taken by you on the Site.

Accuracy and integrity of information

Although BUDS attempts to ensure the integrity and accuracy of the performance and content of BUDS Applications, it makes no representations, warranties, or guarantees whatsoever as to the correctness or accuracy of the Site and content thereon. It is possible that BUDS could include typographical errors, inaccuracies, or other errors and that unauthorized additions, deletions, and alterations could be

made to the content on BUDS Applications by third parties. In the event that an inaccuracy arises, please inform BUDS so that it can be corrected. BUDS reserves the right to unilaterally correct any inaccuracies on the Site without notice. Information contained on the Site may be changed or updated without notice. Additionally, BUDS shall have no responsibility or liability for information or content posted to the Site from any non-BUDS affiliated third party.

Limitations of liability

THE USE OF THE SITE IS ENTIRELY AT YOUR OWN RISK, AND IN NO EVENT SHALL BUDS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ANY OTHER MONETARY OR OTHER DAMAGES, FEES, FINES, PENALTIES, OR LIABILITIES ARISING OUT OF OR RELATING IN ANY WAY TO THIS SERVICE, OR SITES ACCESSED THROUGH THIS SERVICE, AND/OR CONTENT OR INFORMATION PROVIDED HEREIN. ANY CLAIMS AGAINST BUDS AND BUDS' LIABILITY RELATING TO A PRODUCT OR SERVICE PURCHASED ON OUR SITE IS LIMITED TO THE AMOUNT YOU PAID FOR THE PRODUCT OR SERVICE. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE OR SERVICE IS TO STOP USING THE SERVICE. USER HEREBY ACKNOWLEDGES THAT THIS PARAGRAPH SHALL APPLY TO ALL CONTENT, MERCHANDISE, AND SERVICES AVAILABLE THROUGH THE SITE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Links to third party websites

The BUDS Applications may contain links to other sites operated by third parties. These links are available for your convenience and are intended only to enable access to these Third Party Sites and for no other purpose.

BUDS does not warrant or make any representation about the substance, quality, functionality, accuracy, fitness for a particular purpose, merchantability or any other representation about any Third Party Site or its content. A link to a Third Party Site on the BUDS Applications does not constitute sponsorship, endorsement, approval, or responsibility for any Third Party Site. BUDS makes no representation or warranty as to any products or services offered on any Third Party Site. The conditions of use and privacy policy of any Third Party Site may differ substantially from the conditions of use and legal notices that apply to your use of the Site. Please

review the conditions of use for all Third Party Sites for more information about the terms and conditions that apply to your use of Third Party Sites.

Jurisdiction

You expressly agree that the sole and exclusive jurisdiction for any dispute with or claim against BUDS, or in any way relating to your use of the BUDS Applications, including but not limited to any such dispute or claim involving BUDS or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers, and content providers that cannot be resolved through good-faith negotiation between the Parties shall be resolved through binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association; provided, however, that BUDS reserves the right to seek equitable relief in any court of competent jurisdiction against threatened violations of BUDS's intellectual property rights. Any and all such arbitration proceedings shall have exclusive venue in Fulton County, Georgia.

These Terms and Conditions are governed by the internal substantive laws of the State of Georgia, without respect to its conflict of laws principles. If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any of these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

Contact information

For questions or comments regarding the BUDS Applications, including any reports of non-functioning links,

via email at: info@budsoftware.com

via mail (for U.S. users) at: BUDS Technology, Inc., 9755 Dogwood Road, Suite 110, Roswell, Georgia 30075

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