

Terms of Service

Effective: January 2, 2025

Clinic Catalyst, Inc., a Delaware corporation (“Clinic Catalyst,” “we,” or “our”), provides technology designed to streamline and support care delivery. These Terms of Service (“Terms”) govern your use of our website (the “Site”).

By accessing or using our Site, you agree to comply with these Terms, as well as any related policies incorporated herein. If you do not agree, you may not access or use the Site.

We reserve the right to update or modify these Terms at any time, at our sole discretion, with or without prior notice.

Please review our Privacy Policy to understand how we collect, use, disclose, and protect your personal information.

If you have questions about these Terms or our Privacy Policy, please contact us at privacy@cliniccatalyst.com.

Access

You must be at least 18 years of age to use our Site. If you are accepting these Terms on behalf of someone else (such as another person or entity), you represent that you are authorized to do so, and in that case the words “you” or “your” in these Terms include both you and that other person or entity.

Use of our Site

Our Site and Content. Clinic Catalyst’s Site, any related content, and the “look and feel” of Clinic Catalyst’s Site, are the property of Clinic Catalyst and may not be copied or redistributed in any way or otherwise used except as expressly provided in these Terms without advance written permission from us. We reserve the right, in our sole discretion, to change or discontinue any aspect of this Site and/or Content at any time with or without notice.

Permitted Uses. You may access and use our Site only in compliance with these Terms, our Privacy Policy, our Acceptable Communications Policy, and any relevant laws and regulations.

Use of Third-Party Services. Clinic Catalyst’s Site may at times link to, reference, or otherwise interact with a wide variety of third-party websites, products, or services (collectively, “Third-Party Services”) for the convenience of our users. Clinic Catalyst makes no endorsements, representations, warranties, judgments, or commitments of any kind as to, and assumes no liability for, the content of any information or material found in any Third-Party Services (“Third-Party Content”). Your use of any Third-Party Services is entirely at your own risk and is subject to the terms, conditions and policies, associated therewith, which Clinic Catalyst is not

responsible for. Clinic Catalyst has no control over Third-Party Content, including any statements or opinions expressed therein, and has no duty to and does not pre-screen, monitor, or edit the content of any Third-Party Content. You acknowledge that Clinic Catalyst is not responsible for any Third-Party Content, and that you will not hold Clinic Catalyst liable for any claims arising from Third-Party Content. Clinic Catalyst reserves the right to disable access to Third Party Content at any time in its sole discretion with or without notice.

Communications

By accessing or otherwise using our Site, you agree that communications and transactions between you and Clinic Catalyst may be conducted electronically, including through use of your Account information, and that such communication will satisfy the requirements for legal notices.

We welcome user feedback and suggestions for improving our Site. While you are not obligated to provide feedback, any ideas, comments, or suggestions you submit may be used by Clinic Catalyst without restriction or compensation to you.

Disclaimer of Warranties

Your use of the Clinic Catalyst Site is at your sole risk. The Site is provided “as is” and “as available,” without warranties of any kind—express, implied, or statutory—including but not limited to merchantability, fitness for a particular purpose, non-infringement, or quiet enjoyment. We make no guarantees that the Site or any Third-Party Services will be accurate, secure, reliable, or uninterrupted, or that any errors will be corrected.

Indemnity

You acknowledge, accept and agree to indemnify, defend and hold harmless to the fullest extent permitted by law Clinic Catalyst and the other Clinic Catalyst Parties as defined below from and against all liabilities, claims, demands, damages, expenses (including attorney’s fees and costs), and other losses (collectively, “Claims”) arising out of or related to your breach or alleged breach of these Terms, your access to, use of, or alleged use of our Site or Content, your violation of any law, regulation, or rights of third parties, or any actual or alleged fraud, intentional misconduct, gross negligence including through your employees and agents.

Limitation of Liability

Neither Clinic Catalyst nor any of our affiliates, investors, directors, officers, employees, agents, successors or assigns, or licensors (collectively, the “Clinic Catalyst Parties”) will be liable for any direct, indirect, punitive, incidental, special, consequential, exemplary, or other damages arising out of or in any way related to Clinic Catalyst’s Site, Content, or these Terms, whether based in contract, tort (including negligence), strict liability, or other theory, even if any Clinic Catalyst Parties have been advised of the possibility of damages, and even if the damages are foreseeable, including damages for lost profits, goodwill, use, or data, or for business

interruption or other intangible losses. The Clinic Catalyst Parties' total aggregate liability to you under these Terms will not exceed the greater of two hundred dollars (\$200) and the amount you paid to us for access or use of our Services (if any) giving rise to the claim during the twelve (12) months before the liability arose.

The limitations in this section apply to the maximum extent permitted by applicable law. In countries where the above disclaimers or limitations of liability are not allowed, in which case they may not apply to you, our responsibilities under these Terms would be limited to the maximum extent permissible in the applicable jurisdiction.

General Terms

Entire Agreement. These Terms contain the entire agreement between you and Clinic Catalyst regarding our Site and supersedes any prior or contemporaneous agreements between you and Clinic Catalyst regarding our Site.

Assignment. You may not assign or transfer any rights, responsibilities or obligations under these Terms and any attempt to do so will be void. We may assign our rights, responsibilities and/or obligations under these Terms to any affiliate or successor in interest.

Enforcement & Severability. Any delay or failure to enforce any provision or clause of these Terms does not constitute a waiver of our right to do so later. Except as provided elsewhere in these Terms, if any portion of these Terms is determined to be invalid or unenforceable, that portion, and only that portion, will remain enforceable only to the maximum extent permissible without affecting the enforceability of any other terms.

Choice of Law & Jurisdiction. Any dispute that arises between you and Clinic Catalyst under these Terms will be governed by California law except for its conflict-of-law principles and shall be resolved exclusively in the state or federal courts located in Los Angeles County, California.