### **Terms of Use**

### **Acceptance of Terms**

Welcome to Novir ("we," "our," or "us"). By accessing and using our website, webapps, platform and services, you agree to comply with and be bound by the following terms of use ("Terms"). If you do not agree to these Terms, please refrain from using our services.

### Use of the Platform

- a. You may use the Platform solely for its intended purposes and in accordance with applicable laws and regulations.
- b. You agree not to engage in any activities that could harm, disrupt, or compromise the security or functionality of the Platform.

# **Privacy and HIPAA Compliance**

- a. The Platform is designed to handle protected health information (PHI) in compliance with the Health Insurance Portability and Accountability Act (HIPAA) and its related regulations.
- b. We take the security and privacy of your data seriously. Our Privacy Policy outlines how we collect, use, and protect your information. By using the Platform, you consent to the practices described in the Privacy Policy.

## **User Responsibilities**

You agree to provide accurate and up-to-date information when using our services. If you are providing information on behalf of someone else, you confirm that you have the necessary authorization to do so. You are responsible for maintaining the confidentiality of any login credentials created for yourself or someone, or that have been provided to you.

## **Compliance with Laws**

When using our services, you agree to comply with all applicable state and federal laws and regulations.

## **Payment**

Payment for our services is required as outlined in our payment terms per our contractual agreements. We accept various payment methods, including direct payments and insurance reimbursement, where applicable. If you intend to seek insurance reimbursement for our services, it is your responsibility to contact your insurance provider and follow their reimbursement procedures. We provide necessary documentation to support insurance claims. In some cases, with your authorization, we will bill your insurance provider directly to collect payment on your behalf.

## **Intellectual Property**

The content and materials on our website and webapps, including text, graphics, logos, and software, are protected by copyright and other intellectual property laws. You may not reproduce, distribute, modify, or create derivative works without our prior written consent.

# **Limitation of Liability**

The Platform is provided on an "as-is" basis. We make no warranties or representations regarding its accuracy, reliability, or fitness for a particular purpose. We strive to provide accurate and reliable services, but we cannot guarantee the absence of errors or interruptions. In no event shall we be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising from your use or inability to use our platform or services.

#### Indemnification

You agree to indemnify and hold us harmless from any claims, damages, liabilities, and expenses arising from your use of our services or violation of these Terms.

### **Changes to Terms**

We reserve the right to modify or update these Terms at any time. Any changes will be effective upon posting to our website. It is your responsibility to review these Terms periodically.

#### **Modification and Termination**

We reserve the right to modify, suspend, or discontinue the Platform, or any part thereof, at any time without prior notice. We may terminate or suspend your access to our services at our sole discretion, without notice, for any reason, including breach of these Terms.

## **Governing Law**

These Terms are governed by and construed in accordance with the laws of the states we do business in. Any disputes arising from these Terms will be subject to the exclusive jurisdiction of the courts in the appropriate states.

### **Contact Us**

By using our services, you acknowledge that you have read, understood, and agreed to these Terms of Use. If you have any questions, please contact us at info@novir-usa.com.

Effective Date: September 1, 2023

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