

# HEALTH DATA ANALYTICS INSTITUTE

## WEBSITE TERMS OF SERVICE

### 1. INTRODUCTION; TERMS AND CONDITIONS.

Welcome to the website of Health Data Analytics Institute, Inc.!

Health Data Analytics Institute, Inc. (“HDAI,” “we,” “us” or “our”) provides and makes available this website (the “Website”) for the convenience of visitors to our website. All use of the Website is subject to the terms and conditions contained in these Website Terms of Service (the “Agreement”). Please read this Agreement carefully. By accessing, browsing or otherwise using the Website, you acknowledge that you have read, understood, and agree to be bound by this Agreement. If you do not accept the terms and conditions of this Agreement, you shall not, and are not permitted to, access, browse or use the Website.

You understand and agree that we may change this Agreement at any time without prior notice. You may read a current, effective copy of this Agreement at any time by selecting the “Terms of Service” link on the Website. The revised terms and conditions will become effective at the time of posting. Any such change shall only apply to your use of the Website after the date of such change, unless you expressly accept retroactive application of such changes, via a click-through, signed agreement or otherwise. Any use of the Website after such date constitutes your acceptance of such revised terms and conditions. If any change to this Agreement is not acceptable to you, your sole remedy is to cease accessing, browsing or otherwise using the Website.

Your access to and use of the Website is also subject to our [Privacy Policy](#) which is hereby incorporated herein by reference. If you submit any information (including without limitation personal information) at this website, such information will be subject to the Privacy Policy. The sender of any information to HDAI is solely responsible for its content, including without limitation its accuracy, truthfulness and non-infringement of any other person's legal rights. If you send us any information, you understand and agree that we can use that information for any purpose.

Nothing on this Website should be construed as an offer to provide any products or services, or as granting any license or transfer of intellectual property. Your use of this Website is at your own risk. Notwithstanding any other provision herein, we reserve the right, in the event of a violation of this Agreement, to protect our rights, property and interests to the maximum extent permitted by applicable law.

### 2. USE OF THE WEBSITE.

Medical Information/Conditions. Any information posted on this Website related to medical conditions and their treatment is general in nature and is intended only for educational and general information purposes. Should you have a medical condition that may require treatment,

or if you have any specific medical questions, promptly see your own doctor or other health care provider. Nothing on this Website is intended to act as professional medical advice. If you are a patient in a medical emergency, please seek emergency treatment from a doctor or other health care provider instead of reviewing information on this Website. We do not offer medical diagnosis or treatment from this Website, and none of the information contained on this Website should be construed as providing medical advice or services of any kind. Only your doctor or other health care provider can determine whether a particular medical treatment is appropriate for you.

Always seek the advice of your doctor or other qualified health care provider before starting any new treatment or with any question that you may have about a medical condition.

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Certain Prohibitions. You agree not to: (a) take any action that imposes an unreasonable load on the Website's infrastructure, (b) use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any activity being conducted on the Website, (c) decipher, decompile, disassemble or reverse engineer any of the software comprising or making up the Website, or attempt to do any of the foregoing, (d) delete or alter any material posted on the Website by HDAI or any other person or entity, (e) frame or link to any of the materials or information available on the Website or (f) distribute any virus, Trojan horse, disabling device, time bomb or other code that may impact the operation of the Website, or use the Website to distribute any of the foregoing.

Third Party Links. The Website may contain links and/or references to third party websites and/or services (the "External Sites"). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others. You should contact the site administrator or Webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. We are not responsible for the content of any External Site and do not make any representation regarding the content or accuracy of any materials on any such External Site. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access any External Site, you do so at your own risk.

Social Media. We may use social media accounts from time to time. If you use any social media to communicate with us, please be aware that the terms and privacy policies of the applicable social media platform will govern those communications with us, in addition to this Agreement. Information that you make available on a social media platform may be made available publicly, so we recommend that you not provide us with any information via any social media that you do not feel comfortable making available publicly. To ensure productive communications that are consistent with our mission and public commitments, we have put in place the following basic guidelines and disclaimers to help you understand how we will use these platforms.

- We welcome your @ mentions, replies, comments, likes, suggestions or shares, and we will use reasonable efforts to respond to questions. Please note that any content that you provide to us via a social media channel may be used by us without restriction and without any obligation of payment to you. We may remove or not approve a comment for any reason or no reason, including without limitation personal attacks, foul language, disparaging comments, racist content, content that is unlawful, threatening, vulgar, defamatory, pornographic, lewd or otherwise objectionable in our sole judgment, harassment of others, including without limitation information that relates to or exploits children, political campaigning or lobbying, or topics that do not relate to HDAI. We reserve the right to delete any question or comment regardless of whether it falls within these categories; the foregoing are intended to be illustrative.
- We ask for your understanding as we engage in these media, recognizing in particular that responses may at times appear limited in nature.

- There may be some questions or comments we cannot or will not address, including without limitation questions directly related to financial matters, ongoing legal matters, regulatory issues or certain other elements of our business.

#### DISCLAIMERS:

- If we follow any other organization or person's account, that is not an endorsement.
- HDAI may provide links or references to other sites as part of its social media posts. However, HDAI claims no responsibility for the content of such other sites and shall not be liable for any damages or injury arising from that content. Any links to other sites are provided as merely a convenience to the users of the platform.
- HDAI reserves all rights in relation to use of social media platforms.
- HDAI will not engage in sensitive topics or discussions about our products, other companies' products, or treatment options.
- We do not offer medical diagnosis or treatment via our social media accounts.
- Nothing stated by HDAI on any of our social media channels should be considered to be an offer or invitation to invest in HDAI.

Dated Information. While HDAI may periodically update or correct information presented on the Website, such information may include typographical errors and/or technical inaccuracies and/or omissions. HDAI makes no representation or warranty as to the accuracy of any information on this website and expressly disclaims any obligation to update such information. HDAI also reserves the right to make additions, deletions, or modifications to any information at any time and from time to time without any prior notice.

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Certain States. Some states do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you. IN SUCH STATES, THE LIABILITY OF THE HDAI PARTIES SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

#### **4. INDEMNIFICATION.**

You agree to defend, indemnify, and hold harmless the HDAI Parties from and against any claims, actions or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from your breach of this Agreement or your access to, use of or misuse of any Content or the Website. HDAI will provide notice to you of any such claim, suit, or proceeding. HDAI reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting HDAI's defense of such matter.

#### **5. TERMINATION.**

HDAI reserves the right, in its sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of the Website or the Content at any time and for any reason without prior notice or liability. HDAI reserves the right to change, suspend, or discontinue all or any part of the Website or the Content at any time without prior notice or liability.

Sections 2 (Use of the Website), 3 (Limitation of Liability and Warranty), 4 (Indemnification), 5 (Termination of Agreement), and 8 (General) shall survive the termination of this Agreement.

## **6. USER MUST COMPLY WITH APPLICABLE LAWS.**

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## **8. GENERAL.**

This Agreement constitutes the entire agreement between you and HDAI and governs your use of the Website, superseding any prior agreements between you and HDAI with respect to the Website. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software.

You may not assign or transfer your rights or obligations under these Terms in whole or in part to any third party without our consent. These Terms shall bind and inure to the benefit of the parties to these Terms and their respective successors and permitted assigns. We and you are independent contractors and are not partners, joint venturers, agents, employees or representatives of the other party.

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and HDAI agree to submit to the personal and exclusive jurisdiction of the state and federal courts located in Cambridge, Massachusetts, USA. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING BUT NOT LIMITED TO ANY CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER OR IN

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The failure of HDAI to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement shall remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Website or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

The section titles in this Agreement are for convenience only and have no legal or contractual effect. If any part of this Agreement is held to be unlawful, void or unenforceable, that part will be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

Notices to you may be made via either email or regular mail. The Website may also provide notices to you of changes to this Agreement or other matters by displaying notices or links to notices generally on the Website.

If you have any questions about this Agreement, please contact us at: [info@hda-institute.com](mailto:info@hda-institute.com) or via <https://www.hda-institute.com/contact/>.

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