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Program Technology Terms of Use

Last updated and effective as of March 1, 2022

These MAVEN Project Terms of Use (these “**Terms of Use**”) constitute a legal contract between you, as an individual (“**you**” or “**your**”), and The MAVEN Project (“**MAVEN Project**”) regarding your use of and access to the platforms or technologies designated by MAVEN Project in connection with the services that MAVEN Project will be providing to you and your clinics as described in an agreement with your clinic (the “**Program Technologies**”) and the features accessible on the Program Technologies (the “**Features**”).

BY USING THE PROGRAM TECHNOLOGIES, YOU AGREE TO BE BOUND BY THESE TERMS OF USE, INCLUDING THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY BELOW. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT ACCESS OR USE THE PROGRAM TECHNOLOGIES.

1. Changes to Terms of Use. MAVEN Project may change any term in these Terms of Use. The changes will appear in these Terms of Use and will be effective immediately. Your continued use of the Program Technologies after such changes are posted will constitute your acceptance of these changes. Therefore, you should read these Terms of Use each time you access the Program Technologies, before you begin using the Program Technologies. You may print a copy of these Terms of Use for your reference.

2. Grant of License; Privacy Statement.

A. MAVEN Project grants you a non-exclusive, limited, nontransferable, license to use the Program Technologies, including accessing, viewing, downloading and using the Features as set forth in these Terms of Use. The Program Technologies and any Features viewed, used or downloaded are only for your business purposes and the business purposes of the clinic where you are employed (your “**Clinic**”).

B. By using the Program Technologies, you are also agreeing to our Privacy Policy (“**Privacy Policy**”).

3. Service Eligibility.

A. You agree to use the Program Technologies, including all Features, in accordance with all applicable laws, rules and regulations, or other restrictions, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8, as amended, including federal privacy regulations and security standards (“**HIPAA**”). Until such time that MAVEN Project notifies you otherwise, all data, including the medical records and supporting documentation of your patients, that constitute protected health information under HIPAA shall have first been de-identified by you or your Clinic in accordance with 42 C.F.R. § 164.516(b) before you send such data to MAVEN Project or any of its volunteers (“**Volunteers**”).

B. By using the Program Technologies, you are representing to MAVEN Project that you are of legal age to form a binding contract with MAVEN Project.

C. MAVEN Project does not provide any clinical medical or health care provider services to your patients. Your reliance on any information or advice delivered by MAVEN Project or its Volunteers is solely at your own risk, and you assume full responsibility for this and all risks associated with providing medical advice to your patients.

4. Security.

A. Your password is the property of MAVEN Project and for security reasons must not be disclosed to any other person. You are responsible for maintaining the confidentiality of your password and for all activities that occur under your password or your profile (“**User Profile**”) (including the activities of any other person under your account). You acknowledge and agree that uploading any false, misleading, or misrepresentative data is a violation of these Terms of Use, which shall give MAVEN Project the right to terminate your account.

B. You agree to: (a) immediately notify MAVEN Project of (i) any unauthorized use of your password or your User Profile, (ii) any unauthorized use of the User Profile of any other person affiliated with your Clinic of which you become aware, or (iii) any other breach of security; and (b) ensure that you exit from your account at the end of each session. MAVEN Project cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 4.

C. MAVEN Project may terminate your account or place your account on hold in order to protect you, MAVEN Project or other users of the Program Technologies from identity theft or other fraudulent activity.

5. Usage Rules and Limitations.

A. Except as explicitly authorized in these Terms of Use, you may not, either directly or through the use of any device, software, internet site, web-based service, or other means copy, record, download, stream capture, archive, reproduce, distribute, upload, modify, display, translate, broadcast, perform, publish, license, create derivative works from, offer for sale or use, transmit or retransmit, the Program Technologies or the Features. You also agree not to (and agree not to permit others to) circumvent, remove, alter, deactivate, degrade or thwart any of the content protections on the Program Technologies; use any robot, spider, scraper or other automated means to access the Program Technologies; decompile, reverse engineer or disassemble any software or other products or processes accessible through the Program Technologies; insert any code or product or manipulate the content of the Program Technologies in any way; or use any data mining, data gathering or extraction method. In addition, you agree not to upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Program Technologies, including any software viruses or any other computer code, files or programs. MAVEN Project may terminate your use of the Program Technologies if you violate these Terms of Use or are engaged in illegal or fraudulent use of the service.

B. Any unauthorized commercial use by you of the Program Technologies, MAVEN Project’s servers or Internet infrastructure is expressly prohibited. You will not take any action that imposes an unreasonable or disproportionately large load on MAVEN Project’s infrastructure as determined by MAVEN Project in its sole discretion.

C. MAVEN Project owns and retains all rights to the Program Technologies and the Features are owned, controlled or licensed by MAVEN Project. The Program Technologies and the Features are also protected by copyright, trademark and other intellectual property laws. You may not either directly or through the use of any device, software, internet site, web-based service, or other means remove, change, delete, alter, bypass, avoid, interfere with, or circumvent any copyright, trademark, or other proprietary notices marked on the Features.

6. Modification, Suspension, and Discontinuation of Program Technologies.

A. MAVEN Project may change, suspend, or discontinue - temporarily or permanently - some or all of the Features, with respect to any or all users, at any time without notice. MAVEN Project reserves the right to substitute any Feature on the Program Technologies with another of equal or better quality. You agree that MAVEN Project will not be liable to you for any modification, suspension, or discontinuance of the Features.

B. MAVEN Project has the right in its sole discretion to determine the appearance, design, form, functionality, and all other aspects of the Program Technologies and/or the Features, including by redesigning, modifying, removing, or restricting access to any of them. You agree that the form and substance of the Program Technologies and the Features provided to you may change from time to time without prior notice to you. In addition, you acknowledge and agree that the Program Technologies may not be available from time to time due to maintenance or service or network disruptions, and by your use of the Program Technologies, you agree to hold harmless MAVEN Project for any such service interruptions.

7. Links to Third Party Sites. The Program Technologies or the Features may contain hyperlinks to sites operated by persons other than MAVEN Project. Such hyperlinks are provided for your reference and convenience only and do not mean that MAVEN Project endorses the content on or the operators of these sites. You agree not to hold MAVEN Project responsible for your use of such sites, or the content or operation of such sites. You are solely responsible for determining the extent to which you may use any content at any other sites to which you might link from the Program Technologies.

8. Indemnification. You agree to indemnify and hold harmless each of MAVEN Project, its affiliates, officers, directors, employees, and Volunteers from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Program Technologies, the violation of these Terms of Use by you, or the infringement by you of any intellectual property or other right of any person or entity.

9. Uploading. You agree not to upload or post via the Program Technologies: (a) infringing, defamatory, obscene, pornographic, threatening, abusive, violent, illegal, rude, harassing, or otherwise improper content, (b) viruses or other harmful items, or (c) content with a commercial purpose (such as offers to sell products or services).

10. Limitation of Liability; Disclaimers.

A. *Transmission of Data.* You expressly consent to MAVEN Project's storage of information and data that you upload via the Program Technologies, which will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by MAVEN



Project. To the extent permitted by law, MAVEN Project is not responsible for any of your information or data which is delayed, lost, altered, intercepted or stored during the transmission of any information or data whatsoever across public networks not owned or operated by MAVEN Project, including, the Internet, third party websites, and your local network, if any. To the extent permitted by law, you agree that MAVEN Project is not in any way responsible for any interference with your use of or access to the Program Technologies or security breaches arising from or attributable to the Internet, and you waive any and all claims against MAVEN Project in connection therewith. MAVEN PROJECT DOES NOT CONTROL THE DEVICES OR COMPUTER OR THE INTERNET OVER WHICH YOU MAY CHOOSE TO ENTER CONFIDENTIAL OR PERSONAL INFORMATION AND CANNOT, THEREFORE, PREVENT INTERCEPTIONS OR COMPROMISES TO YOUR INFORMATION WHILE IN TRANSIT. MAVEN PROJECT MAKES NO GUARANTEE AS TO THE SECURITY, INTEGRITY, OR CONFIDENTIALITY OF ANY INFORMATION TRANSMITTED TO OR FROM THE PROGRAM TECHNOLOGIES.

B. *Disclaimer.*

THE PROGRAM TECHNOLOGIES AND THE FEATURES ARE PROVIDED “AS IS” AND, TO THE FULLEST EXTENT PERMITTED BY LAW, ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, MAVEN PROJECT DOES NOT MAKE ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, COMPLETENESS, AVAILABILITY, SECURITY, COMPATIBILITY OR NONINFRINGEMENT; OR THAT THE PROGRAM TECHNOLOGIES OR THE FEATURES WILL BE UNINTERRUPTED, FREE OF VIRUSES AND OTHER HARMFUL COMPONENTS, ACCURATE, ERROR FREE, OR RELIABLE. IN NO EVENT WILL MAVEN PROJECT, ITS AFFILIATES, AGENTS OR LICENSORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON THE PROGRAM TECHNOLOGIES OR THE FEATURES, INCLUDING WITHOUT LIMITATION, ANY DECISION MADE OR ACTION TAKEN IN VIOLATION OF THESE TERMS OF USE.

11. Governing Law and Jurisdiction. The Program Technologies are owned and operated by MAVEN Project from its offices in California. Your use of the Program Technologies, and any related legal action, shall be governed by the laws of the State of California, without regard to conflict of laws principles. The sole jurisdiction and venue for any litigation arising out of your use of or inquiries to the Program Technologies shall be an appropriate federal or state court located in the State of California.

12. Additional Legal Terms.

A. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

B. If any provision in these Terms of Use is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect, and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.

C. All rights not expressly granted herein are hereby reserved.



Privacy Policy

This Privacy Policy was last updated on March 14, 2022.

Our Policy

This Privacy Policy describes the practices and policies for your use of the platforms and technologies (each, a “Program Technology” and, collectively, the “Program Technologies”). The Program Technologies are supplied by The MAVEN Project (“MAVEN Project” “we,” “us” and/or “our”). Your access and use of the Program Technologies are also governed by that certain Master Services Agreement (the “Master Services Agreement”) between MAVEN Project and the clinic where you are employed and by the Program Technology Terms of Use found at https://live-maven2021.pantheonsite.io/wp-content/uploads/2022/03/HB-2120528-v4-MAVEN_Project_-_Terms_of_Use_Program_Technologies.pdf.

This Privacy Policy sets forth our policy with respect to data that can be used to identify or contact you (“Personal Data”) and other information that is collected from you when you use the Program Technologies. We may use and disclose the Personal Data and other information that we collect through the Program Technologies as stated in this Privacy Policy.

By using the Program Technologies, you are accepting the practices and policies described in this Privacy Policy.

Changes to MAVEN Project’s Privacy Policy:

The Program Technologies may change from time to time. As a result, at times it may be necessary for MAVEN Project to make changes to this Privacy Policy. MAVEN Project reserves the right to update or modify this Privacy Policy at any time and from time to time without prior notice. Please review this policy periodically, and especially before you provide any Personal Data. This Privacy Policy was last updated on the date indicated above. Your continued use of the Program Technologies after any changes or revisions to this Privacy Policy will indicate your agreement with the terms of such revised Privacy Policy.

Information We Collect and How We Collect It:

When you use the Program Technologies, we may collect Personal Data and other information from you, as further described below:

Personal Data You Provide Through the Program Technologies:

We collect Personal Data from you when you voluntarily provide such information, such as when you contact us with inquiries, register as a user of the Program Technologies, log into your



account, or fill out and submit online forms. Such Personal Data may include, without limitation, your name and email address.

By voluntarily providing us with Personal Data, you are consenting to our use of it in accordance with this Privacy Policy.

Data Collected by Automated Means:

When you use the Program Technologies, we may automatically collect information about your use of the Program Technologies, including through the use of cookies, web beacons and other tracking technologies (“Automated Information”). Automated Information may include device information such as IP address, device identifiers, and operating system, as well as usage information such as time and duration of use, interaction with content, information stored in cookies or similar technologies. MAVEN Project may store such Automated Information itself or such Automated Information may be included in databases owned and maintained by MAVEN Project agents or service providers. The Program Technologies may use such Automated Information and pool it with other information to track, for example, the total number of users of the Program Technologies, the number of visitors to each page of the Program Technologies, and the domain names of our visitors' Internet service providers.

Cookies:

In operating the Program Technologies, we use a technology called "cookies." A cookie is a piece of information that the computer that hosts our Program Technologies gives to your browser when you access the Program Technologies. Our cookies help provide additional functionality to the Program Technologies and help us analyze usage of the Program Technologies more accurately. For instance, the Program Technologies may set a cookie on your browser that allows you to access the Program Technologies. You can refuse or accept cookies from the Program Technologies at any time by activating the cookie settings in your browser. On most web browsers, you will find a “help” section on the toolbar. Please refer to this section for information on how to receive notification when you are receiving a new cookie and how to turn cookies off. By not accepting cookies, some features of the Program Technologies may not fully function, and you may not be able to access certain information through the Program Technologies. We recommend that you leave cookies turned on because they allow you to take advantage of some of the features of the Program Technologies.

You may opt out of Google’s use of certain cookies by visiting the Google advertising opt out page at www.google.com/privacy/ads/.



Alternatively, you may opt out of many vendors' (including Google) use of cookies by visiting the Network Advertising Initiative opt out page at www.networkadvertising.org/managing/opt_out.asp.

Google Analytics:

We also use Google Analytics to help analyze how users use the Program Technologies. This tool uses cookies to collect standard Internet log information, device information, and visitor behavior information in an anonymous form. The information generated by the cookie about your use of the Program Technologies (including IP address) is transmitted to Google. This information is then used to evaluate visitors' use of our Program Technologies and to compile statistical reports on activity on the Program Technologies for MAVEN Project.

Aggregated Personal Data:

MAVEN Project may aggregate and/or de-identify any Personal Data that we collect, such that the information no longer identifies any specific individual. We may use, disclose and otherwise process such information for our own legitimate purposes – including historical and statistical analysis and planning – without restriction. For example, in an ongoing effort to better understand and serve the users of the Program Technologies, MAVEN Project may conduct research on Program Technologies visitors' qualifications, interests, and behavior based on the Personal Data and other information provided to us. This research may be compiled and analyzed on an aggregated basis, and MAVEN Project may share this aggregated data with its affiliates, agents, and partners. MAVEN Project may also disclose aggregated user statistics in order to describe our initiatives to current and prospective partners, and to other third parties for other lawful purposes.

Our Use of Your Personal Data and Other Information:

MAVEN Project uses the Personal Data you provide in a manner that is consistent with this Privacy Policy and the Master Services Agreement. If you provide Personal Data for a certain reason, we may use the Personal Data in connection with the reason for which it was provided. For instance, if you contact us by e-mail, we will use the Personal Data you provide to answer your question or resolve your problem. MAVEN Project may also use your Personal Data and other personally non-identifiable information collected through the Program Technologies to help us improve the content and functionality of the Program Technologies, to better understand our visitors, to improve the content of the Program Technologies, and to send you marketing materials.

Our Disclosure of Your Personal Data and Other Information:



MAVEN Project is not in the business of selling your information. Except as stated in this Privacy Policy, we do not reveal Personal Data about you to third parties for their independent use unless you expressly authorize us to do so. There are, however, certain circumstances in which we may share your Personal Data with certain third parties without further notice to you, as set forth below:

Third-Party Service Providers or Agents:

MAVEN Project may disclose your Personal Data to service providers and/or agents who act for or on our behalf for further processing, such as: maintaining databases; data management and aggregation; evaluating the usefulness of the Program Technologies; and technical support. When we employ another company to perform a function of this nature, we only provide it with Personal Data that the company needs to perform its specific function.

Legal Necessity:

MAVEN Project may disclose your Personal Data if required to do so by law or in the good faith belief that such action is necessary to (i) comply with a subpoena, legal process, government request or any other legal obligation, (ii) protect and defend the rights or property of MAVEN Project, (iii) prevent, investigate, detect, or prosecute criminal offenses or attacks on the technical integrity of the Program Technologies or our network, (iv) protect the rights, privacy, property, business, or safety of MAVEN Project, its partners and employees, users of the Program Technologies and/or the public, and/or (v) protect against legal liability.

Exclusions:

This Privacy Policy does not apply to any Personal Data collected by MAVEN Project other than Personal Data collected through the Program Technologies. This Privacy Policy does not describe the ways in which we may collect or use Personal Data obtained offline in other ways, and it does not address or control the privacy practices of other websites (including those we link to), which may have their own policies. We encourage users of the Program Technologies to be aware when they leave the Program Technologies and to read the privacy statements of each and every website, they visit that collects Personal Data.

Links to Third-Party Websites:

The Program Technologies may contain links to other websites not operated or controlled by MAVEN Project (the "Third Party Sites"). The policies and procedures we described here do not apply to the Third Party Sites. The links from the Program Technologies do not imply that MAVEN Project endorses or has reviewed the Third Party Sites. We suggest contacting those sites directly for information on their privacy policies.

Security:

MAVEN Project uses commercially reasonable administrative, technical and physical safeguards for the Program Technologies designed to protect the Personal Data provided via the Program Technologies from loss, misuse, and unauthorized access, disclosure, alteration, or destruction. Of course, despite these measures, we cannot guaranty perfect security of the networks, servers, and databases we operate or that are operated on our behalf. No Internet or e-mail transmission is ever fully secure or error free. In particular, e-mail sent to or from the Program Technologies may not be secure. Therefore, you should take special care in deciding what information you send to us via e-mail. Please keep this in mind when disclosing any Personal Data to us via the Program Technologies.

Use of the Program Technologies from Outside the United States:

We do not represent or warrant that the Program Technologies, or any part thereof, are appropriate or available for use in any particular geographic location. If you choose to use the Program Technologies, you do so on your own initiative and at your own risk, and are responsible for complying with all local laws, rules, and regulations applicable in your jurisdiction. The Program Technologies are hosted in the United States and are governed by United States law. If you are visiting the Program Technologies from outside the United States, your information will be transferred to, stored and processed in the United States where our servers are located and our central database is operated. The data protection and other laws of the United States and other countries might not be as comprehensive as those in your country. By using the Program Technologies, you consent to your information being transferred to our facilities and to the facilities of those third parties with whom we share it as described in this Privacy Policy.

Special Notice to EEA, Switzerland and UK Users:

The following provisions apply only to users residing in the European Economic Area (“EEA”), Switzerland and the United Kingdom (“UK”), and provides information to your rights pursuant to General Data Protection Regulation (“GDPR”). Pursuant to GDPR, we are required to provide those residing in the EEA, Switzerland and the UK (hereinafter, the “EU users”) additional information and rights related to the Personal Data we collect about them. We summarize such information and rights below.

Legal Grounds for Processing Personal Data:

MAVEN Project will process Personal Data that we receive from EU users to perform our obligations under the Master Services Agreement.



Your Information and Your Choices; Withdrawal Of Consent:

GDPR provides EU users with additional rights with respect to the Personal Data we hold about you, including the right: (i) to be informed about the Personal Data we have collected; (ii) to have your Personal Data deleted; and (iii) to lodge a complaint about our processing of your Personal Data with your local supervisory authority. Upon appropriate written request we will update or amend your Personal Data, but we reserve the right to use any information previously obtained to verify your identity or take other actions that we believe are appropriate and lawful. You may access, correct, or request deletion of your Personal Data – or request that we stop any processing of your Personal Data - by contacting us at the email addresses listed above. We will respond to your request within a reasonable timeframe.

Data Retention:

We will retain your information for as long as needed, or otherwise as is reasonable and customary given the nature of the relationship you have with MAVEN Project.

Contacting MAVEN Project:

MAVEN Project is the owner and operator of the Program Technologies. Please feel free to contact us at info@mavenproject.org if you have any questions about this Privacy Policy or your use of the Program Technologies.

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MAVEN Project Description of Services

1. Medical Consult Service. The Medical Consult Service affords Medical Providers access to Volunteers to consult with, on a peer-to-peer basis, regarding clinical or medical questions the Medical Providers may have regarding their cases to supplement Medical Providers' own assessment and diagnosis of their patients. Medical Providers and Volunteers will review together patients' medical histories and discuss therapeutic interventions and/or diagnostic tests. Clinic shall ensure that requesting Medical Providers document their requests for Medical Consult Services in the manner required by MAVEN Project.
2. Education Service. The Education Service involves a Volunteer presenting educational sessions to Medical Providers on varied topics prepared by the MAVEN Project for the purpose of expanding Medical Providers' knowledge base. Each Medical Provider designated by Clinic for participation in educational sessions may participate in an unlimited number of regularly scheduled and recorded sessions as designated by the MAVEN Project from time to time, including CME events. In addition to regularly scheduled sessions, MAVEN Project shall work with Clinic to provide custom educational sessions from MAVEN Project's education catalog based on topics of interest to Clinic, to support Medical Provider education on an as-requested, as-available basis. A maximum of two (2) custom educational sessions can be scheduled per calendar month and the MAVEN Project must receive requests for custom educational session at least thirty (30) days prior to their intended date. Custom educational sessions requested by Clinic will also be made accessible to other MAVEN Project partners.
3. Mentoring Service. The Mentoring Service involves Volunteers providing guidance and support to Medical Providers. Under this Service, a Volunteer mentor is matched with Medical Provider mentees. Mentoring Services are generally conducted in individual one-on-one sessions using Program Technologies, as defined in 2.4 below.