

# Terms of Use

Saguaro Bloom Diagnostics, LLC

## Acceptance of the Terms of Use

Welcome to the website operated by Saguaro Bloom, LLC (“we”, “us” or “our”). The following terms and conditions (“Terms of Use”), govern your access to and use of the bloomsafely.com website, including any content, functionality and services offered on or through bloomsafely.com (the "Site").

Please read these Terms of Use carefully before you start to use the Site. By using the Site, you accept and agree to be bound and abide by these Terms of Use in addition to our Privacy Policy, found at <https://www.bloomsafely.com/privacy-policy>, which is incorporated herein by reference. If you do not want to agree to the Terms of Use or the Privacy Policy, you must not access or use the Site. Capitalized terms used but not defined in these Terms of Use have the meaning given to them in our other policies (e.g., our Privacy Policy and our User Agreement).

The Site is offered and available to users who are 18 years of age or older. By using the Site, you represent and warrant that you are at least 18 years old and of legal age to form a binding contract with us. If you do not meet all of these requirements, you must not access or use the Site.

## Changes to the Terms of Use

We may revise and update these Terms of Use from time to time at our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Site thereafter. Your continued use or revisitation of the Site following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you. Certain services we offer on the Site have their own terms and conditions (“User Agreement”). In the event of any conflict between these Terms of Use and any User Agreement, the User Agreement shall control.

## Accessing the Site and Account Security

We reserve the right to withdraw or amend the Site, and any service or material we provide on the Site, at our sole discretion without notice. We will not be liable if for any reason all or any part of the Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Site or the entire Site.

Certain services offered on the Site (“Services”) are available only to users who set up an account (“Account”) and/or consent to a User Agreement. To access the Site or some of the Services it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Site that all the information you provide on the Site is correct, current and complete. You agree that all information you provide to register with the Site or otherwise, including but not limited to through the use of any interactive features on the Site, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You acknowledge that your Account is personal to you and you agree not to provide any other person with access to the Site or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your Account at the end of each session. You should use particular caution when accessing your Account from a public or shared computer so that others are not able to view or record your password or other personal information. We have the right to disable any username, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use. We may rely on the authority of anyone accessing your Account or using your login credentials and in no event and under no circumstances shall we be held liable to you for any liabilities or damages resulting from or arising out of (i) any action or inaction by us under this provision, (ii) any compromise of the confidentiality of your Account or password, and (iii) any unauthorized access to your Account or use of your password. We may store, transmit, receive, and/or access your data on or from our own servers or those of our service providers which may be in or outside of the United States.

#### Intellectual Property Rights

The Site and its entire contents, features and functionality (including, but not limited to, all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by us, our licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. No right, title or interest in or to the Site or any content on the Site is transferred to you, and we reserve all rights not expressly granted herein. Any use of the Site not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

Our name, brands, logos, slogans and other trademarks are our trademarks. All other names, brands, logos, product and service names, and designs appearing on the Site are the trademarks of their respective owners. You may not use such trademarks without our prior written permission.

These Terms of Use permit you to use the Site for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Site, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your web browser for display enhancement purposes.
- You may print or download a reasonable number of pages of the Site for your own personal, non-commercial use and not for further reproduction, publication or distribution.
- If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our applicable end user license agreement for such applications.
- If we provide social media features, such as allowing you to share items you find in our news section through social media links in those posts, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from the Site;
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text;
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Site; or,

- Access or use for any commercial purposes any part of the Site or any services or materials available through the Site.

## Prohibited Uses

You may use the Site only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Site:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation.
- To impersonate or attempt to impersonate us, our employees, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Site, or which, as determined by us, may harm us or other users of the Site or expose them to liability.

Additionally, you agree not to:

- Use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other user’s use of the Site, including his or her ability to engage in real time activities through the Site.
- Use any robot, spider or other automatic device, process or means to access the Site for any purpose, including monitoring or copying any of the material on the Site.
- Use any manual process to monitor or copy any of the material on the Site or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Site.
- Introduce any viruses, Trojan horses, worms, logic bombs, keystroke logging, or other material which is malicious or technologically harmful.

- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer or database connected to the Site.
- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Site.

## Content You Post on the Site

You are responsible for all content that you post on, transmit through, or download from the Site (“User Content”). User Content does not include “Protected Health Information,” as defined in the Health Insurance Portability and Accountability Act and the regulations implementing that Act (“HIPAA”), that you may provide or submit to us when requesting Services. You may not post User Content that: is not your own original creation or that you do not have permission to use (keep in mind that just because something on the internet does not have a copyright notice on it doesn’t mean you can use it without permission); infringes the copyright, trademark, patent right, or other proprietary right of any person or that is used without the permission of the owner; you know to be inaccurate; is pornographic, sexually explicit, or obscene; exploits children or minors; violates the rights of privacy or publicity of any person; is harassing, libelous, slanderous, or defamatory; contains any personally identifying information about any person without their consent or about any person who is a minor; may be deemed generally offensive to the website community, including blatant expressions of bigotry, prejudice, racism, hatred, profanity or religious or political radicalism; includes advertisements, promotions, solicitations, spam, or offers to sell any goods or services for any commercial purpose; is off topic; is intended to provide professional advice, including but not limited to, medical, legal, financial or investment advice; is intended to solicit, recommend, endorse, or offer to buy or sell any securities or other financial instruments, tout stocks, or recommend that any particular security, portfolio of securities, transaction, or investment strategy is suitable for you or any specific person; violates any local, state, federal, and/or international laws or regulations; promotes or provides instructional information about illegal or illicit activities; contains software viruses or any other computer code, files, or programs designed to destroy, interrupt, or otherwise limit the functionality of any computer software, computer hardware, or other equipment; or, is intended to overwhelm, cause technical disruptions of or denial of service to the Site. We may remove any User Content that violates these Terms of Use or that we determine is otherwise not appropriate for the Site in our sole discretion.

By posting or transmitting User Content on or through the Site, you

1. represent and warrant that you are the creator and owner of, or have the necessary licenses, rights, consents, and permissions to use and to authorize us and users of the Site to use and distribute your User Content as necessary to exercise the licenses granted by you in these Terms and in the manner contemplated by us and the Terms of Use,
2. represent and warrant that your User Content, and the use thereof as contemplated herein, does not and will not: (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; or (b) slander, defame, libel, or invade the right of privacy, or violate the right of publicity or other property rights of any other person; and,
3. agree to and do hereby grant us and our affiliates and partners a nonexclusive, perpetual, irrevocable, worldwide, sublicensable, transferrable, royalty-free right and license to use, store, display, publish, transmit, transfer, distribute, reproduce, rearrange, edit, modify, aggregate, create derivative works of and publicly perform the User Content that you submit to the Site for any purpose, in any form, medium, or technology now known or later developed. You also acknowledge that (i) we may have already created, or be in the process of creating, content that may be substantially similar to your ideas at the time you submit those ideas to us, and (ii) elements of your ideas may not be subject to protection under copyright laws. You also grant us a license to use your username in connection with our use of any User Content you provide to us, including in connection with off-Site uses of such submitted User Content. You also consent to the display of advertising within or adjacent to any of your User Content. Any User Content sent to us, including feedback data, such as questions, comments, suggestions and any other response shall be deemed to be non confidential.

## **Reliance on Information Posted**

The information presented on or through the Site is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such information by you or any other visitor to the Site, or by anyone who may be informed of any of its contents. The Site may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content we provide, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect our opinion. We are not

responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

**WE DO NOT PROVIDE MEDICAL ADVICE.** The information available on the Site and provided through the Services are not a substitute for professional medical advice. You should always seek the advice of your physician or another licensed health care provider with any questions you may have regarding your health.

## **Links to other Websites and Resources**

If the Site contains links to other websites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to the Site, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

## **Information About You and Your Visits to the Site**

All information we collect on the Site is subject to our Privacy Policy. By using the Site, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

## **Geographic Restrictions**

The owner of the Site is based in the United States. We provide the Site for use only by persons located in the United States. We make no claims or representations that the Site or any of its content is accessible or appropriate outside of the United States. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws. Certain companies affiliated with us may provide services and operate websites which may be linked to from our Site and which are governed by their own terms of use and not these Terms of Use, and may be subject to laws of other local or international jurisdictions.

## **Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant that authorized files or content available for downloading from the Site or the internet will be free of viruses, malware or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to

satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUS OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE SITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AT YOUR OWN RISK, AND WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER WE NOR ANY OF OUR PROVIDERS, PARTNERS, AFFILIATES, OR HEALTH CONSULTANTS MAKE ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, CURRENCY, ACCURACY, AVAILABILITY OR OPERATION OF THE SITE, OR THE INFORMATION OR CONTENT INCLUDED THEREON. WITHOUT LIMITING THE FOREGOING, NEITHER WE NOR ANYONE ASSOCIATED WITH US REPRESENT OR WARRANT THAT THE SITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE, OUR (AND OUR SERVICE PROVIDERS’) SERVERS, THE CONTENT, OR COMMUNICATIONS SENT FROM OR ON BEHALF OF US ARE FREE OF VIRUSES SCRIPTS, TROJAN HORSES, WORMS, MALWARE, TIME BOMBS OR OTHER HARMFUL COMPONENTS OR THAT THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL OTHERWISE MEET YOUR NEEDS, EXPECTATIONS, OR REQUIREMENTS OR ACHIEVE ANY INTENDED RESULTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SITE OR SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, WE, ON OUR OWN BEHALF AND ON BEHALF OF OUR AFFILIATES AND OUR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SITE AND THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OPERABILITY, CONDITION, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA AND SYSTEM INTEGRATION, AND WARRANTIES

THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OF THESE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

## **Limitation on Liability**

IN NO EVENT WILL WE, OUR AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE SITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE OR SUCH OTHER WEBSITES, INCLUDING ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, PROPERTY DAMAGE, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, BUSINESS INTERRUPTION, LOSS OF USE, LOSS OF GOODWILL, LOSS OR CORRUPTION OF DATA, COST OF SUBSTITUTE GOODS OR SERVICES, OR COMPUTER FAILURE OR MALFUNCTION.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE OR OUR AFFILIATES, OR ANY OF OUR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SITE OR THE SERVICES FOR:

1. ANY ACTION YOU TAKE BASED ON THE INFORMATION YOU RECEIVE IN, THROUGH, OR FROM THE SITE OR THE SERVICES;
2. YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL;
3. THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES;

4. THE IMPROPER AUTHORIZATION FOR THE SERVICES BY SOMEONE CLAIMING SUCH AUTHORITY; STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES.

THESE LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OR CAUSE OF ACTION AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THE SITE OR THE SERVICES, OR ANY RELATED SERVICES. THE OPERATION OF THE SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OUR CONTROL. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE SITE, INCLUDING BUT NOT LIMITED TO RELIANCE BY YOU ON ANY INFORMATION OBTAINED FROM THE SITE OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR E-MAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO OUR RECORDS, PROGRAMS, OR SERVICES. YOU HEREBY ACKNOWLEDGE THAT THIS PARAGRAPH SHALL APPLY TO ALL CONTENT, DATA, AND INFORMATION SUBMITTED TO THE SITE.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THIS SITE OR THE SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SITE OR THE SERVICES. OUR AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATED TO THE SITE OR THE SERVICES IS LIMITED TO THE LESSER OF (I) THE AMOUNT OF FEES ACTUALLY PAID BY YOU FOR USE OF THE SERVICES OR (II) ONE HUNDRED DOLLARS (U.S. \$100.00).

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE § 1542, WHICH SAYS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE

RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR. IF YOU ARE A RESIDENT OF A STATE WITH PROTECTIONS SIMILAR TO CALIFORNIA CIVIL CODE § 1542, YOU HEREBY WAIVE SUCH PROVISIONS OR PROTECTIONS.

## **Indemnification**

You agree to defend, indemnify and hold harmless us, our affiliates, licensors and service providers, and our and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assignees, from and against any and all claims, liabilities, deficiencies, damages, actions, judgments, settlements, interest, awards, losses, fines, penalties, costs, expenses or fees or any kind (including reasonable attorneys' fees and costs) arising from or relating to your violation of these Terms of Use or the terms in our other policies and agreements that you agree to be bound by, your use or misuse of the Site, including, but not limited to, any use of the Site's content, Services and products other than as expressly authorized, your use of any information obtained from the Site, any User Content you submit, post to or transmit through the Site or the Services, or, your violation of any third party's rights, including, but not limited to, intellectual property rights, right of privacy, right of publicity and confidentiality.

## **Termination**

You may delete your Account and end your registration at any time, for any reason by sending an email to [privacy@bloomsafely.com](mailto:privacy@bloomsafely.com) We may terminate your use of the Site, your Account and/or registration for any or no reason at any time. You understand that termination of your agreement with us pursuant to these Terms of Use and your Account will not entitle you to any refund and may involve deletion of your information from our live databases as well as any content that you uploaded to the Site using such Account. YOU AGREE THAT WE WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY TERMINATION OF YOUR ACCESS TO THE SITE OR SERVICES OR DELETION OF YOUR ACCOUNT OR CONTENT UPLOADED BY YOU.

YOUR SEPARATE USER AGREEMENT OR CONSENT FOR SERVICES MAY CONTAIN DIFFERENT TERMINATION PROVISIONS FOR A GIVEN SERVICE. IN SUCH CASES THE TERMINATION PROVISIONS WITHIN SUCH SEPARATE USER AGREEMENT OR CONSENT FOR SERVICES SHALL GOVERN THE TERMINATION OF THOSE SERVICES.

## Dispute Resolution

In the event of any dispute, claim, question, or disagreement arising from or relating to these Terms of Use or the purchase, registration, or use of any Saguaro Bloom product or Services, we and you (collectively, the “Parties”) shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, the Parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If the Parties do not reach such solution within a period of thirty (30) days, then all disputes shall be resolved by binding arbitration in Phoenix, Arizona, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the “AAA”), subject to the limitations of this section. This agreement to arbitrate will be specifically enforceable in any court having jurisdiction. Notice of a demand for arbitration shall be filed in writing with the other party hereto and with the AAA. The demand for arbitration shall be made within a reasonable time after the dispute has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such dispute would be barred by the applicable statute of limitations. The Parties agree that one (1) arbitrator shall arbitrate the dispute. The arbitrator shall be selected by the joint agreement of the Parties, but if they do not so agree within twenty (20) days after the date of the notice of a demand for arbitration referred to above, the selection shall be made pursuant to the Commercial Arbitration Rules of the AAA from the panels of business arbitrators maintained by the AAA. The Parties agree that the arbitrator shall have sole authority to decide whether claims brought by either party (excluding claims brought under the following paragraph regarding intellectual property and preliminary equitable relief claims) are subject to this dispute resolution agreement. The decision of the arbitrator shall be made in writing, shall be final, judgment may be entered upon it in any court having jurisdiction thereof, and the decision shall not be subject to vacation, modification or appeal, except to the extent permitted by sections 10 and 11 of the Federal Arbitration Act, the terms of which sections the Parties agree shall apply. The fees charged by the AAA and arbitrator shall be shared equally by the Parties.

Either party may bring a claim related to intellectual property rights, or seek temporary or preliminary specific performance or temporary or preliminary injunctive relief, in any court of competent jurisdiction, without the posting of bond or other security.

DMCA Notification.

We respect the rights of intellectual property holders. If you believe that any content on the Site violates these Terms of Use or your intellectual property rights, you can report such violation to us in accordance with the Digital Millennium Copyright Act (17 U.S.C. § 512). In the case of an alleged infringement, please provide the following information:

1. A description of the copyrighted work or other intellectual property that you claim has been infringed;

2. A description of where the material that you claim is infringing is located on the Site (including the exact URL);
3. An address, a telephone number, and an e-mail address where we can contact you;
4. A statement that you have a good faith belief that the use is not authorized by the copyright or other intellectual property rights owner, by its agent, or by law;
5. A statement by you under penalty of perjury that the information in your notice is accurate and that you are the copyright or intellectual property owner or are authorized to act on the owner's behalf; and,
6. Your electronic or physical signature, or that of the person authorized to act on behalf of the owner of the copyright or other right being infringed.

We may request additional information before we remove allegedly infringing material. You may report a copyright violation by providing the above information to our designated agent at: Saguaro Bloom, LLC, 4165 N. Craftsman Ct., Scottsdale, AZ 85251 Phone: +1 (856) 502-0781; Email: support@bloomsafely.com

We will terminate the user account of any user who repeatedly submits content that violates our intellectual property policies. A repeat infringer is a user who has been notified of infringing activity more than twice and/or has had content removed from the Site more than twice.

## **Miscellaneous.**

Governing Law and Jurisdiction.

All matters relating to the Site and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the State of Arizona regardless of where you access the Site or the Services, and notwithstanding any conflicts of law principles.

Class Action Waiver.

Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor we will seek to have any dispute heard as a collective or class action or in any other proceeding in which either party acts or proposes to act in a representative capacity, and each party hereby waives any right to assert consolidated claims with respect to any disputes subject to arbitration under these Terms of Use or any disputes between the Parties. No

arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

#### Limitation of Time to File Claims.

Any action, claim or dispute you have against us must be filed within one year, unless prohibited by applicable law. To the extent permitted by law, any claim or dispute under these Terms of Use or the purchase, registration, or use of any Saguaro Bloom product or Services must be filed within one year in an arbitration proceeding. The one-year period begins when the claim or notice of dispute first could be filed. If a claim or dispute is not filed within one year, it is permanently barred.

#### Notices.

You agree that we may provide you with notices, including those regarding changes to these Terms of Use, by email to the address you provide at the time of registration or as reflected in your Account on the Site.

#### No Affiliation with Saguaro Bloom

You agree not to hold yourself out as in any way sponsored by, affiliated with, endorsed by, in partnership or venture with, nor as an employee or employer of us, any of our affiliates or service providers.

#### Entire Agreement.

These Terms of Use, our Privacy Policy, and any User Agreement, Consent for Services, or HIPAA Privacy Authorization you have consented to constitute the entire agreement between you and us with respect to the Site and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect thereto. No failure to exercise, and no delay in exercising, on the part of you or us, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between these Terms of Use and any other terms other than our User Agreement, the terms of these Terms of Use shall govern. If any provision of these Terms of Use is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of these Terms of Use will continue in full force and effect. The headings of sections and paragraphs in these Terms of Use are for convenience only and shall not affect its interpretation.

## Your Comments and Concerns

This website is operated by Saguardo Bloom, LLC All feedback, comments, requests for technical support and other communications relating to the Site should be directed to [support@bloomsafely.com](mailto:support@bloomsafely.com).

Thank you for visiting our Site.

These Terms of Use were last updated Feb. 28, 2021.