

Blatchford App Patient Terms of Use - USA

This Patient Terms of Use (these "Terms") is a legally binding contract between you and Blatchford, Inc. ("Blatchford," "we," or "us") regarding the use by patients in the United States of the Blatchford App platform and associated web-based sites and applications made available and operated by us that reference or link to these Terms (the "Platform"). The Platform includes, without limitation, (i) our Blatchford applications for iOS and Android (collectively, the "App"), which allows an authenticated and authorized user to interact with a compatible Blatchford device ("Blatchford Device") via a secure Bluetooth Low Energy (BLE) connection; and (ii) our web-based administration portal (the "Portal"). PLEASE READ THE FOLLOWING TERMS CAREFULLY. BY CLICKING "I ACCEPT," OR BY USING THE PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, AND YOU ACKNOWLEDGE THAT, EXCEPT AS STATED OTHERWISE IN THESE TERMS, INFORMATION YOU PROVIDE OR THAT WE COLLECT ABOUT YOU WILL BE PROCESSED AS DESCRIBED IN THE BLATCHFORD APP PRIVACY POLICY. If you are not eligible, or do not agree to the Terms, then you do not have our permission to use the Platform. If you are a health care professional, our Institution End User License Agreement, and not these Terms, governs your use of the Platform.

NO MEDICAL ADVICE

THE PLATFORM DOES NOT PROVIDE MEDICAL ADVICE. IT IS NOT A SUBSTITUTE FOR THE PROFESSIONAL MEDICAL JUDGEMENT OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH CARE PROFESSIONAL IN THE DIAGNOSIS OF DISEASE OR OTHER MEDICAL CONDITIONS, OR IN THE CURE, MITIGATION, TREATMENT, OR PRESENTATION OF ANY DISEASE OR MEDICAL CONDITION.

THE PLATFORM IS INTENDED ONLY FOR COMMUNICATIONS AND INFORMATION EXCHANGE REGARDING BLATCHFORD DEVICES. THE PLATFORM DOES NOT PROVIDE INTERPRETATIONS OR ANY CLINICAL SUGGESTIONS. THE PLATFORM MAY CONTAIN GENERAL INFORMATION OR CONTENT RELATED TO ORTHOPEDIC CONCERNS AND OTHER HEALTH CARE TOPICS. RATHER, THE PLATFORM IS INTENDED TO SUPPORT YOU AND YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH CARE PROFESSIONAL IN THE MANAGEMENT OF YOUR HEALTH. ANY SUCH INFORMATION IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT AND SHOULD NOT BE INTERPRETED AS MEDICAL ADVICE OR AS A SUBSTITUTE FOR CONSULTATION WITH A PHYSICIAN OR OTHER QUALIFIED HEALTH CARE PROFESSIONAL. YOU SHOULD ALWAYS CONSULT WITH A DOCTOR OR OTHER HEALTH CARE PROFESSIONAL FOR MEDICAL ADVICE OR INFORMATION ABOUT DIAGNOSIS AND TREATMENT.

YOU SHOULD SEEK EMERGENCY HELP OR FOLLOW UP CARE WHEN RECOMMENDED BY YOUR PHYSICIAN OR OTHER HEALTH CARE PROFESSIONAL OR WHEN OTHERWISE NEEDED. ALWAYS SEEK THE ADVICE OF A PHYSICIAN OR OTHER QUALIFIED HEALTH CARE PROFESSIONAL CONCERNING QUESTIONS YOU HAVE REGARDING A MEDICAL CONDITION AND BEFORE STOPPING, STARTING, OR MODIFYING ANY TREATMENT PLANS. YOU SHOULD NOT DISREGARD OR DELAY TO SEEK MEDICAL ADVICE BASED ON ANYTHING THAT APPEARS OR DOES NOT APPEAR IN THE PLATFORM. **IF YOU BELIEVE YOU HAVE AN EMERGENCY, CALL 9-1-1 IMMEDIATELY!**

IMPORTANT INFORMATION ABOUT DISPUTE RESOLUTION

These Terms provide that all disputes between you and Blatchford with respect to your use of the Platform will be resolved by BINDING ARBITRATION, to the fullest extent permitted under

applicable law. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under these Terms, except for matters that may be taken to small claims court, to the fullest extent permitted under applicable law. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury, and your claims cannot be brought as a class action, to the fullest extent permitted under applicable law. Please review Section 19 ("Dispute Resolution and Arbitration") for the details regarding your agreement to arbitrate any disputes with Blatchford.

OTHER TERMS

1. **Applicability of Terms; Platform Overview.**

- a. **Applicability.** These Terms apply only to your use of the Platform, not to other Blatchford applications, websites, or programs.
- b. **Platform Overview.** The Platform is an online service for connecting patients, Blatchford, and health care professionals to facilitate patient use of enabled Blatchford Devices. You understand and agree that the Platform does not provide medical advice and you should consult with your physician or other qualified health care professional with respect to any orthopedic concerns or other treatment questions. To the fullest extent permitted by law, you assume all risk and Blatchford is not responsible for any harm to you or others that may occur from your use of the Platform. You may not access or use the Platform for any other purpose. You are solely responsible for any information, images, videos, or other content or materials you upload to or transmit through the Platform ("Communications Data").

2. **Eligibility.** You must be at least 18 years old to use the Platform. By agreeing to these Terms, you represent and warrant to us that: (a) you are an individual who is at least 18 years old; (b) you have not previously been suspended or removed from the Platform; (c) your registration and your use of the Platform is in compliance with all applicable laws and regulations; and (d) you have read the Blatchford App Privacy Policy, as further described in Section 9 below. In these Terms, "you" shall mean the person using the Platform.

3. **Access Information.** To access certain features of the Platform, you may be required to provide us with some information about yourself, such as your email address and date of birth. You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times. You understand and agree that we may use this information to verify your eligibility to use the Platform. Certain services made available through the Platform may require you to create an account. If the Platform or any service requires you to create an account or otherwise submit information, you must complete the specified process by providing us with current, complete, and accurate information. It is your responsibility to maintain the currency, completeness, and accuracy of your registration data, and any loss caused by your failure to do so is your responsibility. During the registration process, you may be asked to enter your name and valid e-mail address and choose a sufficiently strong password. It is your responsibility to select a secure password, and to maintain the confidentiality of your password and account. Additionally, you are entirely responsible for any and all activities that occur under your account. You agree to notify Us immediately of any unauthorized use of your account. You further agree not to email, post, or otherwise disseminate any user ID, password, or other information which provides you access to the Platform or any service. Blatchford is not liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. If you suspect your login credentials have been compromised, please notify us immediately. Blatchford is not

responsible for any delay in shutting down your account after you have reported a breach of security to us.

4. **Licenses**

a. **Limited License.** Subject to your ongoing compliance with these Terms, Blatchford grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Platform for your personal, non-commercial use for lawful purposes.

b. **License Restrictions.** Except and solely to the extent permitted by applicable law notwithstanding these restrictions, you may not at any time, directly or indirectly, and may not permit any other person to: (i) reproduce, distribute, publicly display, or publicly perform the Platform or any part thereof; (ii) reverse engineer, decompile, or make modifications to the Platform or any part thereof; or (iii) interfere with or circumvent any feature of the Platform or any part thereof, including any security or access control mechanism. If you are prohibited under applicable law from using the Platform, you may not use it.

c. **Reservation of Rights.** Blatchford reserves all rights not expressly granted to you in these Terms. Except for the limited rights and licenses expressly granted under these Terms, nothing in these Terms grants, by implication, waiver, estoppel, or otherwise, to you or any third party any intellectual property rights or other right, title, or interest in or to Blatchford's intellectual property.

d. **Open Source Software.** The Platform may include or incorporate third-party software components that are generally available free of charge under licenses granting recipients broad rights to copy, modify, and distribute such components ("Open Source Components"). Although the Platform is provided to you subject to these Terms, nothing in these Terms will be deemed to prevent or otherwise restrict you from obtaining such Open Source Components under the applicable third-party licenses or to limit your use of such Open Source Components thereunder.

5. **Notifications and Automatic Alerts.** Under some circumstances, Blatchford may present you with notifications, prompts with links to additional information, or suggested actions based on Blatchford's analysis of your Communications Data and other information you have provided to Blatchford. You accept that any reliance on these notifications will be at your own risk, and Blatchford disclaims all liability arising from your use of them or reliance upon them. You agree that Blatchford may send notifications to your mobile device for Service-related purposes, if notifications are enabled. You may turn off push notifications through your application settings.

6. **Prohibited Conduct.** By using the Platform, you agree not to, directly or indirectly, and may not permit any other person to:

- use or access the Platform (i) from a jurisdiction where such use or access is not authorized, (ii) for any illegal purpose, or (iii) in violation of any local, state, national, or international law;
- conduct activities that may be harmful to others or that could damage Blatchford's reputation;
- violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third-party intellectual property right, or violating any third-party privacy right;
- post, upload, or distribute marketing or advertising links or content, or any user content or other content that is unlawful, defamatory, libelous, inaccurate, or that

a reasonable person could deem to be objectionable, profane, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate;

- use scrapers, robots, or other data-gathering devices not provided by Blatchford on or through the Platform;
 - interfere with security-related features of the Platform;
 - interfere with the operation of the Platform or any user's enjoyment of the Platform, including by: (i) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (ii) making any unsolicited offer or advertisement to another user of the Platform; (iii) attempting to collect personal information, Communications Data, or other information about another user or third party without their consent; or (iv) interfering with or disrupting any network, equipment, or server connected to or used to provide the Platform, or violating any regulation, policy, or procedure of any such network, equipment, or server;
 - perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation or accreditation, or falsifying the information you provide to us;
 - modify, translate, or create derivative works, adaptations or compilations of, or based on, the Platform or part thereof, or use, copy or reproduce the Platform or any part thereof other than as expressly permitted in these Terms;
 - use the Platform during any activity that may distract you from safely using the Platform; for example, using the Platform while driving or operating machinery;
 - assign, sublicense, lease, sell, grant a security interest in, or otherwise transfer the access granted under these Terms or any Materials (as defined in Section 11) or any right or ability to view, access, or use any Material; or
 - attempt to do any of the acts described in this Section 6, or assist or permit any person in engaging in any of the acts described in this Section 6.
7. **Third-Party Services and Linked Websites.** The Platform may contain links to third-party websites and services. Linked websites and third-party services are not under our control, and we are not responsible for them or their content.
8. **Termination of Use; Discontinuation and Modification of the Platform.** Blatchford may in its sole discretion suspend or terminate your access to the Platform at any time if you violate any provision of these Terms, if we no longer provide any part of the Platform, or for any reason or no reason, with or without notice. We also reserve the right to modify or discontinue the Platform at any time (including by limiting or discontinuing certain features of the Platform), temporarily or permanently, without notice to you. To the fullest extent permitted under applicable law, we will have no liability whatsoever on account of any change to the Platform or any suspension or termination of your access to or use of the Platform. Upon the termination any aspect of the Platform, or these Terms for any reason, Blatchford may at its option delete any data (including, but not limited to, Communications Data) you submitted through the Platform.
9. **Privacy Policy; Additional Terms**
- a. **Privacy Policy.** Please read the Blatchford App Privacy Policy carefully for information relating to our collection, use, storage and disclosure of your personal information. By accessing or using the Platform, you explicitly consent to the collection, hosting, use,

disclosure and other processing or handling of your personal information (including sharing data with third party providers) as described in the Blatchford App Privacy Policy.

b. **Additional Terms.** Your use of the Platform is subject to all additional terms, policies, rules, or guidelines applicable to the Platform or certain features of the Platform that we may post on or link to from the Platform (the "Additional Terms"), such as end-user license agreements for any downloadable software applications, our informed consent forms, if applicable, or rules that are applicable to a particular feature or content on the Platform, subject to Section 11. All Additional Terms are incorporated by this reference into, and made a part of, these Terms.

10. **Modification of these Terms.** We reserve the right, at our discretion, to change these Terms on a going-forward basis at any time. Please check these Terms periodically for changes. If a change to these Terms materially modifies your rights or obligations, we will notify you of the modified Terms by email to the address you provided in your user profile and/or in a notification in the Platform or on our website. Material modifications will be effective upon your acceptance of such modified Terms or upon your continued use of the Platform after we send or post our notification of the changes, whichever is earlier. Immaterial modifications are effective upon publication. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.
11. **Ownership; Proprietary Rights.** The Platform is owned and operated by Blatchford. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Platform ("Materials") provided by Blatchford are protected by intellectual property and other laws. All Materials included in the Platform are the property of Blatchford or our third-party licensors. Except as expressly authorized by Blatchford, you may not make use of the Materials. Blatchford reserves all rights to the Materials not granted expressly in these Terms.
12. **Feedback.** If you choose to provide input or suggestions regarding your experience with the Platform ("Feedback"), then you hereby grant Blatchford an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit such Feedback in any manner and for any purpose, including to improve the Platform and create other products and services.
13. **Indemnity.** To the fullest extent permitted under applicable law, you are responsible for your use of the Platform, and you will defend and indemnify Blatchford and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (together, the "Blatchford Entities") from and against every claim, liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or in any way connected with: (a) your access to, use of, or alleged use of, the Platform; (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (c) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; (d) any dispute or issue between you and any third party; and (e) fraud, intentional misconduct, criminal acts, gross negligence, or negligence committed by you. To the fullest extent permitted under applicable law, we reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of that claim.

14. **Disclaimers; No Warranties.** THE PLATFORM AND ALL MATERIALS, PRODUCTS, AND CONTENT AVAILABLE THROUGH THE PLATFORM ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. BLATCHFORD ENTITIES DISCLAIM, AND YOU HEREBY EXPRESSLY WAIVE, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, RELATING TO THE PLATFORM AND ALL MATERIALS, PRODUCTS, AND CONTENT AVAILABLE THROUGH THE PLATFORM, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE; AND (C) ANY WARRANTY AS TO WHETHER THE COMMUNICATIONS DATA OR OTHER INFORMATION AVAILABLE THROUGH OR TRANSMITTED BY THE PLATFORM IS TRUE, COMPLETE OR ACCURATE. THE BLATCHFORD ENTITIES DO NOT WARRANT THAT THE PLATFORM OR ANY PORTION OF THE PLATFORM, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE PLATFORM, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.
- a. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BLATCHFORD OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE PLATFORM WILL CREATE ANY WARRANTY REGARDING ANY OF THE BLATCHFORD ENTITIES OR THE PLATFORM THAT IS NOT EXPRESSLY STATED IN THESE TERMS. YOU ASSUME ALL RISK FOR ANY HARM OR DAMAGE THAT MAY RESULT TO YOU FROM YOUR USE OF OR ACCESS TO THE PLATFORM AND ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE PLATFORM. YOU UNDERSTAND AND AGREE THAT YOU USE THE PLATFORM, AND USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN MATERIALS OR CONTENT THROUGH THE PLATFORM AND ANY ASSOCIATED SITES OR SERVICES, AT YOUR OWN DISCRETION AND RISK, AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE PLATFORM), OR THE LOSS OF DATA THAT RESULTS FROM THE USE OF THE PLATFORM OR THE DOWNLOAD OR USE OF THAT MATERIAL OR CONTENT.
 - b. THE ABOVE PARAGRAPHS APPLY TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW. SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES, IN PARTICULAR A DISCLAIMER OF WARRANTIES PROVIDED OR IMPLIED BY LAW, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.
15. **Limitation of Liability.** IN NO EVENT WILL THE BLATCHFORD ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS, GOODWILL, REPUTATION, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE THE PLATFORM OR ANY MATERIALS, PRODUCTS, OR CONTENT AVAILABLE ON OR THROUGH THE PLATFORM, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY BLATCHFORD ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.
- a. THE AGGREGATE LIABILITY OF THE BLATCHFORD ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF OR ANY INABILITY TO USE ANY PORTION OF THE PLATFORM, PRODUCTS SOLD THROUGH THE PLATFORM, OR OTHERWISE UNDER THESE TERMS, WHETHER IN

CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO \$100, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.

- b. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. ACCORDINGLY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. FURTHERMORE, NOTHING IN THESE TERMS LIMITS OR EXCLUDES ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED BY LAW.
- c. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 15 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

16. **Force Majeure.** To the fullest extent permitted under applicable law, Blatchford will be excused from performance under these Terms for any period that it is prevented from or delayed in performing any obligations pursuant to these Terms, in whole or in part, as a result of a Force Majeure Event. For purposes of this section, "Force Majeure Event" means an event or series of events caused by or resulting from any of the following: (a) weather conditions or other elements of nature or acts of God; (b) acts of war, acts of terrorism, insurrection, riots, civil disorders or rebellion; (c) quarantines or embargoes, (d) labor strikes; (e) telecommunications, network, computer, server or Internet disruption or downtime; (f) unauthorized access to Blatchford's information technology systems by third parties; or (g) other causes beyond the reasonable control of Blatchford.

17. **Governing Law and Venue.** These Terms and your use of the Platform are governed by the laws of the State of Ohio, USA, without regard to conflict of laws principles. If a lawsuit or court proceeding is permitted under these Terms, then you and Blatchford agree to submit to the exclusive jurisdiction of the state courts and federal courts located within Ohio, for the purpose of litigating any dispute, and you hereby consent to the personal jurisdiction and venue thereof. We make no representation that Materials included in the Platform are appropriate or available for use in locations other than the United States.

18. **General.** These Terms, together with the Blatchford App Privacy Policy and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and Blatchford regarding your use of the Platform. Except as expressly permitted above, these Terms may be amended only by a written agreement signed by authorized representatives of all parties to these Terms. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect. Upon termination of these Terms, the "NO MEDICAL ADVICE" section, and Sections 2 and 6-23, along with any other accompanying agreements, will survive, and to the extent

we continue to process information about you, we will do so in accordance with the Blatchford App Privacy Policy.

19. Dispute Resolution and Arbitration

- a. **Generally.** In the interest of resolving disputes between you and Blatchford in the most expedient and cost effective manner, you and Blatchford agree that every dispute arising in connection with these Terms will be resolved by binding arbitration, to the fullest extent permitted under applicable law. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND BLATCHFORD ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.
- b. **Exceptions.** Despite the provisions of Section 19(a), nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to:
(i) bring an individual action in small claims court; (ii) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (iii) seek injunctive relief in a court of law; or (iv) file suit in a court of law to address an intellectual property infringement claim.
- c. **Arbitrator.** To the fullest extent permitted under applicable law, any arbitration between you and Blatchford will be settled under the Federal Arbitration Act, and governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Blatchford.
- d. **Notice; Process.** A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if such other party has not provided a current physical address, then by electronic mail ("Notice"). Blatchford's address for Notice is 1031 Byers Road, Miamisburg, OH 45342. The Notice must: (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought ("Demand"). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice is received, you or Blatchford may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Blatchford must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any.
- e. **Fees; Location.** If you commence arbitration in accordance with these Terms, Blatchford will reimburse you for your payment of fees where required by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in Ohio, but if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted: (i) solely on the basis of documents submitted to the arbitrator; (ii) through a non-appearance based telephone hearing; or (iii) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper

purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse Blatchford for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

- f. **No Class Actions.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, YOU AND BLATCHFORD AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Blatchford agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.
- g. **Modifications to this Arbitration Provision.** If Blatchford makes any future change to this arbitration provision, other than a change to Blatchford's address for Notice, you may reject the change by sending us written notice within 30 days of the change to Blatchford's address for Notice, in which case your access to the Platform will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.
- h. **Opt-Out Procedure.** You can choose to reject this Arbitration Agreement by mailing us a written opt-out notice ("Opt-Out Notice") in accordance with the terms of this Section. For new users, the Opt-Out Notice must be postmarked no later than 30 days after the date you use the Platform for the first time. You must mail the Opt-Out Notice to Blatchford, 1031 Byers Road, Miamisburg, OH 45342. The Opt-Out Notice must state that you do not agree to the arbitration agreement and must include your name, address, phone number, and the email address(es) used to log in to the (s) to which the opt-out applies. You must sign the Opt-Out Notice for it to be effective. This procedure is the only way you can opt out of the arbitration agreement. If you opt out of the arbitration agreement, Blatchford will likewise not be bound by these arbitration provisions. All other terms of these Terms will continue to apply. Opting out of the arbitration agreement has no effect on any previous, other, or future arbitration agreements that you may have with us. Blatchford users who accepted a previous version of these Terms that included an arbitration agreement, and who did not timely opt out of that arbitration agreement, remain bound by the last arbitration agreement that they accepted. Upon receipt of a valid Opt-Out Notice, Blatchford will provide the opting out user with a copy of the arbitration agreement from the last version of the Terms that the user accepted, if any exists.
- i. **Enforceability.** If Section 19(f) is found to be unenforceable or if the entirety of this Section 19 is found to be unenforceable, then the entirety of this Section 19 (except this Section 19(i)) will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described in Section 17 will govern any action arising out of or related to these Terms.
- j. **Claims.** To the fullest extent permitted under applicable law, no action arising out of, in connection with, or relating to these Terms shall be brought by you more than one (1) year after the accrual of the cause of action. This period shall not be extended for any reason, except by the written consent of both parties. All statutes or provisions of law which would toll or otherwise affect the running of

the period of limitation are hereby waived, and no such statute or provision of law shall operate to extend the period limited in this paragraph, to the fullest extent permitted under applicable law.

20. **Consent to Electronic Communications.** By using the Platform, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read the Blatchford App Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.
21. **Export.** You may not use the Platform if you are the subject of U.S. sanctions or of sanctions consistent with U.S. law imposed by the governments of the country where you are using the Platform. You must comply with all U.S. or other export and re-export restrictions that may apply to goods, software, technology, and services.
22. **Contact Information.** The Platform is offered by Blatchford. You may contact us by emailing us at information.security@blatchford.co.uk or writing to us at 1031 Byers Road, Miamisburg, OH 45342, Attention: Blatchford App Platform.
23. **Consumer Protection Notice.** Please note that, if you are a consumer, the limitations in these Terms are intended to be only as broad and inclusive as is permitted by the laws of your state of residence. If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Platform or to receive further information regarding use of the Platform.

Last Updated: 15 September 2026