

IntakeQ Privacy Notice

Effective Date: April 04, 2023

This Privacy Notice describes how IntakeQ (“our,” “we,” “us”) collects, uses, and shares personal information via its website at intakeq.com (the “Site”) and its software-as-a-service platform which provides intake forms and practice management software (the “Platform”) to our clients ((collectively, the Site and the Platform, the “Services”). Our clients include medical, health, and wellness service providers (“Providers”). This Notice applies to personal information provided, transmitted, or submitted through our Services, and it also describes the choices we offer with respect to such data. This Notice does not apply to Providers or other third parties; you should contact those parties directly to learn how they may use your information. This Privacy Notice does not apply to information that cannot be identified to any individual, household, or their devices.

In connection with the provision of our Services, we may receive some information from your Provider which is considered protected health information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA). Your Provider’s collection, use, disclosure, and transfer of such information is governed by your Provider’s terms and conditions and privacy practices. You should provide requests and questions related to your Provider’s management of your protected health information directly to your Provider.

Information We Collect

To provide our Services, we collect data by which you may be personally identified. We may also collect information about the devices and equipment you use to access our Services, including usage data.

We collect this information from a variety of sources, including:

- Directly from you when you provide it to us.
- From Providers in connection with our Platform.
- Automatically as you utilize the Services.
- From third parties, including analytics providers.

Information directly from you. If you are visiting our Site, we may collect your first and last name, email address, phone number, and company name when you

interact with us on our website (such as to complete forms, request a product demonstration, or contact us).

If you are a patient of a Provider utilizing our Platform, we may collect your first and last name, email address, mailing address, information about your medical history, prescription information, scheduling information, payment and billing information, and other information designed to administer the patient portal to you.

If you manage or administer an account for Provider on our Platform, we may collect business or other contact information you provide to set up and manage your account.

Information we collect through automatic data collection technologies. We may collect data regarding your use of our Services through cookies, web beacons, and other automatically collected information. This data may include your IP address, date and time you access our Services and the pages and content you access during your visit, websites that you link to or from, whether you receive or open an email from us, and the links you click on within those emails. We may also collect information from your mobile device or your computer about how you interact with our Services, including IP address, operating system, and browser type. This information helps us address customer support issues, provide you with a personalized experience, prevent fraudulent use of our services, and manage the Services we provide, including gathering aggregated data about engagement. Cookies are small identifiers sent from a web server that are stored on your device for the purpose of identifying your browser or storing information or settings in your browser. Cookies may also be used to personalize your visit by storing your preferences or displaying content based upon what you have viewed through our Services and other websites. Web beacons or pixel tags connect web pages to web servers and their cookies. We and others may use these and similar technologies on our services and other websites.

Other parties may collect personally identifiable information about your online activities over time and across third-party websites when you use our Site or sometimes on our Platform (if, e.g., Providers choose to integrate analytics or tracking into their instance of the Platform) . We do not respond to “do not track” signals or other mechanisms that provide consumers the ability to exercise choice regarding the collection of personally identifiable information about an individual consumer’s online activities over time and across third-party websites or online services. However, please see below for information regarding your option with respect to the use of cookies.

Information we collect from third party sources. We collect information from advertisers, affiliates, promotional partners, application providers, and other third parties provide us information in connection with tools we offer and through tools they use to collect information about you when you use our Site. The informati

they collect may be associated with your personal information or they may collect information about your online activities over time. They may use this information to provide you with interest-based advertising or other targeted content.

How We Use the Information We Gather

We may use data we collect for a variety of purposes, including the following:

- To operate our business and provide our Site and Platform to website visitors, patients, and Providers.
- To create and manage profiles of patients for Providers. This includes support for appointment scheduling, communications, patient intake, tracking of follow up appointments, reminders and insurance claim submissions.
- To facilitate communication on the Platform between patients and Providers.
- To provide, maintain, analyze, customize, measure and improve our Site and Platform.
- To provide customer support and fulfill your requests.
- To communicate with you, including telling you about and administering our Site and Platform, targeted marketing, and informing you about products or services you may be interested in.
- To monitor and enforce our Terms of Service or similar terms.
- To comply with law and satisfy our regulatory compliance obligations.
- To detect and prevent fraud and other prohibited, illicit or illegal activity.
- For other purposes permitted by law or to which you consent.

Please note that we may combine the information we gather about you in identifiable form, including information from third parties. We may use this information, for example, to improve and personalize our services, content and advertising.

How We Secure Information

We are committed to maintaining measures to protect the security of your information. Of course, despite these measures, no network or system is ever entirely secure and we cannot guarantee the security of networks and systems that we operate or that are operated on our behalf.

How We Share Personal Information

We may share your information with third parties as permitted or required by law, or as directed or authorized by you. For example, we may disclose your information:

- With service providers who help with our business operations, including to help provide our Platform.
- With your specific Provider, if you are a patient of theirs, including to provide our Platform and other services.
- For users of our Site, with advertisers and other promotional partners where we may provide aggregated reports and insights about the way you are interacting with their content.
- With our professional advisors who provide legal, compliance, accounting, banking, or consulting services.
- To comply with our legal obligations or to protect our interests, property or legal rights, or those of our customers or third parties.
- With law enforcement, officials, or other third parties when we are compelled to do so by a subpoena, court order, or similar law enforcement request, or when we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report suspected illegal activity, or to investigate violations of this Privacy Notice or other applicable terms.
- We may share some or all of your information with our parent companies, subsidiaries, joint ventures, or other companies under common control with us.
- With companies or other entities in connection with, or during the negotiation of, any merger, sale of company stock or assets, financing, acquisition, divestiture or dissolution of all or a portion of our business.
- For other legal purposes, such as to enforce our terms and conditions, or to exercise or defend legal claims.
- As permitted by law or with your direction or consent.

What Choices Do You Have?

Update personal information. If you are a patient of a medical practice and you would like to update information held by IntakeQ, you should login to your

account. If you are a medical practice and would like to update your information, please contact IntakeQ for assistance.

Marketing communications. You may receive marketing communications from IntakeQ. You may opt out of receiving marketing emails, by following the unsubscribe link in each emailor by disabling updates from within the Platform. You may continue to receive non-marketing emails from us after you opt-out.

Cookies. You have a number of choices regarding certain cookies. Most web browsers automatically accept cookies, but you may modify your browser's setting to notify you of cookie placement or decline cookies. If you choose to decline cookies, certain features of our website may not function properly or at all as a result.

Updates to Our Privacy Notice

We may update this Privacy Notice from time to time in order to provide clarification or notice of changes to our practices. If we make changes, we will revise the Effective Date at the top of this Privacy Notice. We may choose to email you to notify you of such changes. Changes to this Privacy Notice will be effective once they are posted unless otherwise indicated.

Contact Information

If you have any questions or concern about this privacy notice or the privacy practices at IntakeQ, please contact us at hello@intakeq.com.

TERMS AND CONDITIONS OF USE

Last Modified: April, 2023

IntakeQ US, LLC, also doing business as IntakeQ, is a Delaware limited liability company. In consideration for permitting you access to our website and online services and other good and valuable consideration, you agree as follows:

These terms and conditions (the "**Terms**") form a legally binding agreement which govern your access to and use of IntakeQ US, LLC "IntakeQ", we", "us" or "our") website ("**Website**") and our online service (the "**Service**") hosted at <https://intakeq.com> as well as on external servers, domains and sub-domains, including domains owned and operated by third parties. For greater clarity, in some cases, we permit customers to use our widgets and online forms (which form part of the Service) on their websites.

IN THESE TERMS, THERE ARE PROVISIONS WHICH LIMIT OUR LIABILITY AND IMPOSE OBLIGATIONS ON YOU. YOU MUST REVIEW THESE TERMS, ALONG WITH ANY POLICIES INCORPORATED BY REFERENCE HEREIN, BEFORE USING THE WEBSITE AND SERVICE.

BY USING OUR WEBSITE AND SERVICE, YOU, THE USER ("YOU" OR "YOUR"), REPRESENT AND WARRANT THAT:

1. YOU ARE OF THE AGE OF MAJORITY;
2. YOU HAVE READ AND UNDERSTAND THESE TERMS AND AGREE TO BE BOUND BY THEM; AND
3. YOU WILL ONLY USE OUR SERVICE (i) IF YOU ARE PERMITTED TO DO SO UNDER APPLICABLE LAWS (I.E. ANY LAWS THAT GOVERN YOU); AND (II) IN ACCORDANCE WITH SUCH LAWS INCLUDING, BUT NOT LIMITED TO, ANY PRIVACY AND HEALTH LAWS THAT MAY GOVERN YOU.
4. IF YOU ARE REPRESENTING A COMPANY OR ENTITY, YOU HAVE THE AUTHORITY TO BIND YOUR REPRESENTED COMPANY OR ENTITY TO THESE TERMS.

IF YOU ARE NOT OF THE AGE OF MAJORITY OR DO NOT AGREE TO THESE TERMS, PLEASE STOP USING THE WEBSITE AND SERVICE.

IF YOU ARE USING THE WEBSITE AND/OR SERVICE ON BEHALF OF, OR IN THE EMPLOY OF, AN ORGANIZATION (CORPORATION, TRUST, PARTNERSHIP, ETC.), YOU ARE AGREEING TO THESE TERMS FOR THAT ORGANIZATION AND REPRESENTING AND WARRANTING THAT YOU HAVE THE AUTHORITY TO BIND THAT ORGANIZATION TO THESE TERMS. IN SUCH A CASE, "YOU" AND "YOUR" WILL ALSO REFER TO THAT ORGANIZATION AND YOURSELF INDIVIDUALLY. FOR GREATER CLARITY, BOTH YOU AS AN INDIVIDUAL AND YOUR ORGANIZATION ARE LEGALLY BOUND BY THESE TERMS WHICH FORM AN AGREEMENT BETWEEN YOU AND INTAKEQ.

AMENDMENTS

AS OUR WEBSITE AND SERVICE CONTINUE TO CHANGE, WE MAY, AT ANY TIME, REVISE THESE TERMS AND OUR POLICIES BY UPDATING THIS PAGE OR THE PAGE HOSTING THE RELEVANT POLICY. THE DATE OF THE LAST VERSION OF THESE TERMS IS POSTED ABOVE. AS YOU ARE BOUND BY THESE TERMS EACH TIME YOU VISIT OUR WEBSITE OR USE OUR SERVICE, YOU ARE RESPONSIBLE FOR PERIODICALLY REVIEWING THE AMENDMENTS TO THESE TERMS AND YOU ARE

DEEMED TO HAVE ACCEPTED AND AGREED TO SUCH AMENDMENTS BY ACCESSING AND USING THE WEBSITE AND SERVICE AFTER SUCH AMENDMENTS HAVE BEEN POSTED. IF YOU DO NOT AGREE WITH THE AMENDMENTS, YOU SHALL IMMEDIATELY STOP ACCESSING THE WEBSITE AND SERVICE AND TERMINATE YOUR ACCOUNT, SUBJECT TO THE TERMS PROVIDED FOR HEREIN. WE MAY ALSO UNDERTAKE TO SEND YOU NOTICE OF ANY CHANGES TO THE TERMS OR POLICIES.

PRIVACY

WE USE YOUR PERSONAL, HEALTH AND BUSINESS INFORMATION IN ACCORDANCE WITH OUR PRIVACY POLICY (WHICH IS INCORPORATED BY REFERENCE) AND THESE TERMS. BY USING OUR WEBSITE AND SERVICE, YOU CONSENT TO SUCH PROCESSING AND YOU WARRANT THAT ALL INFORMATION PROVIDED BY YOU IS ACCURATE AND LAWFULLY OBTAINED.

TO THE EXTENT YOU PROVIDE US WITH PERSONAL AND HEALTH INFORMATION OF THIRD PARTIES AND/OR MINORS, YOU REPRESENT AND WARRANT THAT YOU HAVE THE LAWFUL AUTHORITY TO PROVIDE US WITH SUCH INFORMATION AND HAVE COMPLIED WITH ALL APPLICABLE LAWS, RULES AND REGULATIONS WHETHER DOMESTIC OR FOREIGN.

FOR MORE INFORMATION ON HOW WE HANDLE PERSONAL INFORMATION AND DATA, PLEASE VISIT OUR PRIVACY POLICY.

Our Service and its Use

Our Service permits service providers to:

- Create and post, or send via email, electronic forms, to clients or prospects;
- Create and embed, on their own website, booking widgets, which facilitate booking meetings or appointments between service providers and their customers or patients;
- Create and use online messaging and document sharing environments to interact online with customers, prospects and patients; and
- Other functions as offered from time to time by us.

Information collected and stored by our Service, including forms, booking information, shared documents, online messages and other information is hosted by Microsoft Azure. You can learn more about Microsoft Azure at <https://azure.microsoft.com/en-us/>. We use different third-party providers to facilitate the

scheduling, electronic and SMS messaging process. If you have any questions about our Service, please contact us.

In different scenarios, our Service sends commercial electronic messages, including emails and SMS/text messages to email addresses and phone numbers you upload to the Service. You are solely responsible for all such messages that are sent using our Service.

Whether you are a service provider paying for our Service, a user, client, prospective client, patient or prospective patient of a service provider, these Terms and all policies incorporated by reference apply to you.

Representations and Warranties Made by You, as a Service Provider

If you are a service provider using our Service, you represent and warrant that:

- You have the lawful authority, under all applicable laws that govern you, to collect, store and use the personal and health information you collect via the Service;
- You will only use our Service in accordance with all applicable laws, rules, regulations and our Acceptable Use Policy;
- You have the consent of each data subject, including without limitation any client, prospect, customer, patient and whomever else you send electronic messages to on the Service to collect, store and use their personal and health information. Such consent: (a) must be the express consent of the relevant individual; (b) must be knowledgeable and informed consent; (c) must relate to the information you collect; and (d) must not be obtained through deception or coercion;
- You will only send electronic messages to your clients, prospects, customers, patients and whomever else you engage on the Service in accordance with both domestic and international anti-spam laws and all other applicable laws. You shall not send unsolicited commercial electronic messages via the Service.

Terms Applicable only to Service Providers

If you are a service provider, you further agree that:

- Unless arising from our gross negligence, you accept full responsibility and liability for any damages, penalties or fines arising from the collection, storage, use, misuse, loss or theft of any personal or health information you collect and store via our Service from your clients, prospects, customers, patients and whomever else you collect information from or engage with on the Service or elsewhere;

- You are responsible for ensuring you enter the appropriate agreements and seek the appropriate consents from your clients, prospects, customers, patients and whomever else you engage or send electronic messages to on the Service. In those agreements, you shall ensure that you have consent to permit us to collect and store their personal and health information on your behalf, as an IT service provider, and specify to them that you are using our intake, messaging, document sharing and scheduling services. Without limiting the foregoing, you agree to have in place all required privacy policies for the collection, storage and use of personal and health information;
- To the extent you rely on our Service to enter any agreements electronically with your clients, prospects, customers, patients and whomever else you engage, it shall be your obligation to ensure such electronically formed agreements are permissible and binding under applicable laws;
- We are not your agent. Our Service merely facilitates your intake, scheduling, messaging, document sharing and contracting process with your clients, prospects, customers, patients and whomever else you send electronic messages and agreements to. You will need to ensure that you have your own terms and conditions, privacy policy or other terms which may apply to your relationship with such third parties;
- You will advise your clients, prospects, customers, patients and whomever else you collect information from or engage with on the Service, at the first reasonable opportunity, if you have any reason to believe their personal health information handled by you on our Service is stolen, lost or accessed by an unauthorized person; and
- You will promptly respond to inquiries from any third party, including prospects or patients about your information practices, requests for access or correction of records and complaints about your information practices.
- You shall at all times keep IntakeQ updated of the representative or person with authority for both contact purposes and requests you may make to IntakeQ.

Terms Applicable to all End-Users

Without limiting the application of these Terms to all users, if you are an end-user accessing our Service or providing your personal or health information via our Service, you agree, represent and warrant that service providers are authorized to use our Service to collect and store your personal and health information. You further agree that you will only use our Service in accordance with our Acceptable Use Policy.

Establishing an Account

You may browse the public facing sections of our Website and Service without establishing an account or providing us with any personal or health information. However, to establish an account or use certain functions of the Service, you will be required to provide certain personal information as set out in our Privacy Policy and as indicated in these Terms and on the Service.

Whether you signed up for free, paid for account access, or pay for account access or products and services hereinafter, you agree that access to your account or use of the Service constitutes good and valuable consideration in exchange for agreeing to these Terms, our Privacy Policy and all other documents or policies incorporated by reference.

Upon establishing an account or using our Service, we hereby grant you a worldwide, non-transferable, non-exclusive license to access the Service in accordance with these Terms but reserve the right to revoke said license and your access to our Website and Service without cause or justification.

On your request, and subject to applicable laws, we will delete your account information, including any personal or health information uploaded to the Service.

Account Not Transferable, Updating Your Account & Security

If you establish an account with us, access to your account is not transferable and is only intended for the individual or entity that established the account. Upon setting up an account you will be required to create a username and password. In some instances, a service provider may establish an account for an end-user and provide a password or email you a link to create your own. You are responsible for safeguarding the password you use to access the Website and Service and you agree not to disclose your password to any third party. You agree you are responsible for any activity on your account, whether or not you authorized that activity. You agree to immediately notify us of any unauthorized use of your account.

You understand that the technical processing and transmission of the Website and Service, including your content, may be transferred unencrypted, hacked or stolen by third parties and involve transmissions over various networks and devices. While we take reasonable measures to protect your data, personal and health information, we cannot guarantee its security.

Prices are an Invitation to Make an Offer

Where prices are listed on the Website and Service, they are subject to change without notice. Such prices shall be deemed to be an invitation to make an offer and are subject to acceptance by us. Even in the event of an automated acceptance by us, you agree that we shall have the opportunity to review and accept such orders or subscriptions.

Additional terms including, but not limited to, price, tax, account access and payment are specified on the Website and/or the Service. Those terms, as amended from time to time, are hereby incorporated by reference and form part of these Terms. If any information or terms posted to the Website or Service concerning price, tax or discounts are posted in error, we reserve the right to amend those terms. Misprints, errors, omissions (including incorrect product specifications) or other errors may sometimes occur. We reserve the right to:

- Correct any error, inaccuracy or omission on the Website or Service at any time without prior notice or liability to you or any other person;
- Change, at any time, the prices, fees, taxes, charges and specifications, any promotional offers and any other content without any notice or liability to you or any other person; and
- Reject, correct, cancel or terminate any subscription, including accepted subscriptions for any reason.

Taxes

You agree to pay any and all sales taxes, whether domestic or foreign, applicable to these Terms or arising in any way from your account and access to and use of the Website and Service or the purchase of products or services from us or third parties.

ACCEPTANCE OF RISK AND DISCLAIMERS

EVERYTHING ON OUR WEBSITE AND PROVIDED AS PART OF OUR SERVICE OFFERING IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY.

YOU AGREE THAT, WHILE WE STRIVE TO HAVE ERROR FREE AND UNINTERRUPTED SERVICE, WE DO NOT GUARANTEE THE ABSENCE OF INTERRUPTIONS NOR SHALL YOU HOLD US LIABLE FOR ANY DAMAGE SUCH INTERRUPTIONS MAY CAUSE.

YOU ACKNOWLEDGE THAT WE USE THIRD PARTY CLOUD BASED STORAGE, SERVERS AND COMMUNICATION PROVIDERS AS FURTHER SET OUT IN OUR PRIVACY POLICY. WHILE WE TAKE REASONABLE MEASURE TO SECURE YOUR DATA, WE CANNOT GUARANTEE THE SECURITY OF YOUR DATA, INCLUDING YOUR PERSONAL AND HEALTH INFORMATION.

Disclosure Pursuant to Court Order, Subpoena or Other Legal Process

We reserve the right to provide your content, documents, messages and information (including, but not limited to, your personal, health and business information) uploaded or collected by our Website or Service to third parties if required by law (such as in response to a subpoena, court order or other legal process in any jurisdiction), and to cooperate with law enforcement authorities in the investigation of any criminal or civil matter.

If we are required by law to make any disclosure of your content or personal or business information, we may (but are not obligated to) provide you with written notice (to the extent permitted by law) prior to such disclosure so that you may take appropriate action.

We also operate the Websites and Service in conjunction with our independent contractors. Our independent contractors may have access to your personal and health information in providing services to us, or providing you with access to the Website and Service. We may use a variety of service providers, employees and servers in locations both inside and outside of the United States, which may make your personal information the subject of foreign laws and foreign legal proceedings.

To the extent permitted by law, without limiting the generality of this section, or any other section limiting our liability, you agree that we shall not be responsible for the acts or omissions, including the negligent acts or omissions, of our independent contractors or third-party service providers.

LIMITATION OF OUR LIABILITY

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE, OUR AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, SUPPLIERS, OR LICENSORS BE LIABLE, HOWSOEVER CAUSED, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, REGARDLESS OF LEGAL THEORY AND WHETHER OR NOT WE HAVE BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER THOSE DAMAGES WERE FORESEEABLE OR NOT.

IN ADDITION, TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE THAT IN NO CIRCUMSTANCES SHALL THE AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS RELATING TO OR IN ANY WAY ARISING FROM THE USE OF OUR WEBSITE OR SERVICE, OR IN ANY WAY RELATED TO THESE TERMS, EXCEED THE GREATER OF: (A) THE AMOUNTS PAID BY YOU (IF ANY) TO US, OVER THE PRECEDING TWO (2) MONTHS AND (B) ONE HUNDRED DOLLARS (\$100).

YOU AGREE AND ACKNOWLEDGE THAT ACCESS TO OUR WEBSITE AND SERVICE, AND IF YOU ARE A PAYING USER, THE FEES PAID BY YOU, REFLECTS THE ALLOCATION OF RISK SET FORTH IN THESE TERMS AND THAT WE WOULD NOT ENTER INTO THESE TERMS OR GRANT ACCESS TO THE WEBSITE OR SERVICE WITHOUT THESE RESTRICTIONS AND LIMITATIONS ON OUR LIABILITY.

Indemnification And Hold Harmless

You agree to indemnify us, our affiliates, employees, shareholders, directors, agents, representatives and contractors, and to defend and hold each of them harmless, from any and all claims and liabilities (including reasonable legal fees) which arise from, (i) your violation of these terms, or any policy incorporated by reference; (ii) your violation of any third party right; (iii) any breach of a representation or warranty made by you to us, either in these terms, privacy policy or otherwise; or (iv) any claim for damages suffered by you, or any of your employees, contractors, users, patients, prospects or customers.

Proprietary Rights

Our Website and Service contain open source and public domain content, licensed content as well as proprietary content owned by us and by third parties. You are not permitted to copy or distribute any content (including but not limited to text, images, trademarks, videos and audio) on the Website or Service without the express consent of the owner. All other contents of the Website and Service including, but not limited to, the computer code, is the property of IntakeQ and/or our independent providers of content ("ICPs") with all rights reserved.

Without limiting the generality of the foregoing, you are not permitted to use any trademark or trade name of IntakeQ, including our logo, without our express permission.

Your Content

Our Website and Service permits you and other users the ability to upload and post content ("**User Content**") to the Service. We do not pre-screen User Content uploaded or posted to the Website or Service by you or other users. You hereby grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any of your User Content that you post or upload to the Service in order to facilitate the ordinary use of the Service.

In addition to our Acceptable Use Policy, you agree not to use the Service in any manner which may infringe copyright or other intellectual property rights of any third party or in any manner which is unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or in violation of these Terms.

We may, but have no obligation to, remove content and accounts that we determine in our sole discretion to be unlawful, damaging, or violate any third party's intellectual property rights, these Terms or any policy incorporated by reference herein.

Property and Feedback

All rights, title and interest in and to the Website, Service and their contents or components are and will remain the exclusive property of IntakeQ, our ICP's and licensors, including all Intellectual Property Rights (as defined below), even if we incorporate any of your Feedback (as defined below) into subsequent versions.

The Website, Service and their contents are protected by copyright, trademark and other laws of the United States and foreign countries. Except as expressly permitted in these Terms, you may not reproduce, modify or prepare derivative works, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the Website, Service or their contents. You may not copy or modify the code used on the Website or Service.

All feedback, comments, and suggestions for improvements (the "Feedback") that you provide to us, in any form, will immediately become our sole and exclusive property. You hereby irrevocably transfer and assign to us and agree to irrevocably assign and transfer to us all of your right, title, and interest in and to all of your Feedback, including all worldwide patent rights (including patent applications and disclosures), copyright rights, trade secret rights, and other intellectual property rights (collectively, the "Intellectual Property Rights") therein.

At our request and expense, you will execute documents and take such further acts as we may reasonably request to assist us in acquiring, perfecting and maintaining Intellectual Property Rights and other legal protections for your Feedback. You will not earn or acquire any rights or licenses in the Website, Service or their contents or in any of our Intellectual Property Rights on account of these Terms or your performance under these Terms.

Terms Apply to API Client Providers and Users

We may permit the use of our Application Programming Interface ("API") to certain individuals and businesses (an "**API Provider**"). If you are an API Provider or if you are accessing our Service, data and information from an API Client hosted on a separate web domain, you agree that these Terms shall be binding on you.

Copyright Notice

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible on our Website or Service, please notify

our copyright agent at hello@intakeq.com. While we take no responsibility for any user who breaches your copyright or other intellectual property rights, we may, in our sole discretion and without liability, undertake to attempt to contact the infringer on your behalf and/or cancel the infringer's account.

Linked Sites

Whether or not we are affiliated with sites or third-party vendors that may be linked to our Website or Service, we are not responsible for their content (the "**Linked Sites**"). The Linked Sites are for your convenience only and you access them at your own risk. We and other users provide links and references to material on other websites not owned or operated by us. Links found on our Website or Service are not an endorsement and we do not represent or warrant the accuracy or truth of the contents of information found on said websites. You access those links and corresponding sites at your own risk.

We may also permit the use of our widgets and forms on third party websites. In doing so, we do not endorse or accept any liability for any of the contents of such third-party websites.

Contests

From time to time, we may make contests available to users of the Website and Service. All contests are governed by these Terms and the applicable contest rules ("**Contest Rules**"). By participating in a contest through the Website or Service, you signify your agreement and acceptance of these Terms and the applicable Contest Rules.

Law of the Contract (Governing Law) and Jurisdiction.

These Terms, all documents incorporated by reference and your relationship with us shall be governed by, construed and enforced in accordance with the laws of the State of Delaware, U.S.A. (and any U.S. federal laws applicable therein) as it is applied to agreements entered into and to be performed entirely within such State.

You hereby agree to irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the State of Delaware (including the Federal courts as applicable therein) to settle any disputes arising out of or in any way related to these Terms, all documents incorporated by reference and your relationship with us.

Severability

If any provision of these Terms are found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

Where a provision in these Terms is found to be unlawful, void or for any reason unenforceable, a lawful or enforceable term which best reflects the intention of the provision, as originally drafted, shall substitute.

No Construction Against Drafter

If an ambiguity or question of intent arises with respect to any provision of these Terms, the Terms shall be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring either party by virtue of authorship of any of the provisions of these Terms.

Waiver of Class Proceedings and Trial by Jury

To the extent permitted by law, you hereby waive your right to participate in any class action lawsuits against us, our contractors, employees, shareholders, successors, assigns and directors. To the extent permitted by law, you further waive any right to a trial by jury, should such a right exist, in relation to any legal dispute connected to or in any way arising out of these Terms.

Incorporation by Reference

All policies referred to in these Terms or anywhere on our Website or Service are hereby incorporated by reference, including but not limited to our Privacy Policy and Acceptable Use Policy.

Termination

Though we would much rather you stay, you can stop using our Website and Service at any time. Please contact us to learn more about cancelling your account. We reserve the right to suspend your account or access to our Website or Service at any time, with or without cause, and with or without notice.

Your cancellation, suspension or termination of access to our Website or Service shall not terminate these Terms. In particular, and without limiting the generality of the foregoing, any provision concerning the limitation of our liability, your indemnification obligations, settling disputes (including the jurisdiction and choice of law) shall remain binding.

Refunds

As we are a service-based business we only grant refunds in specific cases. You may be eligible for a refund if you are unsatisfied with our Service. You will be only eligible for a refund of your most recent monthly payment to IntakeQ subscription. Please be aware that all refunds are at our discretion and that all other payments are non-refundable.

Assignment of these Terms

These Terms shall enure to the benefit of and is binding upon the parties and their respective successors and permitted assigns. You agree that we may assign these Terms to any successor or assignee, whether pursuant to the purchase of our Website and Service, the transfer of control of IntakeQ, or otherwise.

Right to Seek Injunction

Violation of these Terms may cause us irreparable harm and, therefore, you agree that we will be entitled to seek extraordinary relief including, but not limited to, temporary restraining orders, preliminary injunctions and permanent injunctions without the necessity of posting a bond or other security, in addition to and without prejudice to any other rights or remedies that we may have for a breach of these Terms.

Waiver

Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

Other Terms

While using your account with us or using our Website and Service, you may be required or by your actions may be deemed, to consent to the terms of agreements provided by certain third-party service providers, including but not limited to, payment processors, social media login account providers (Facebook, Twitter, Google, Yahoo etc.), credit card companies and banks. You agree that nothing in those agreements shall, in any way, alter these Terms or your obligations hereunder.

Any new features that augment or enhance the current Website and Service, including the release of new versions, new products or services, tools and resources, shall be subject to these Terms. Continued use of the Website and Service after any such changes shall constitute your consent to such changes.

Entire Agreement

This is the entire agreement between the parties relating to the matters contained herein and shall not be modified except in writing, signed by a duly authorized representative of IntakeQ.

AI Services Addendum (Daya does not use this service)

This addendum only applies to those that have **opted into** the AI-assisted features and does not apply to all users.

The Service or portions thereof may incorporate or otherwise leverage artificial intelligence (“AI”) or similar technologies (collectively “AI Services”). The terms and conditions herein apply to any portion of the Service constituting or leveraging AI Services. The AI Services may enable users to create, modify, or enhance content based on various inputs and parameters.

You represent and warrant that you have obtained all necessary consents and permissions from any third parties whose data, information, content, or intellectual property rights may be involved in or affected by the use of the AI Services or any data, information, or content (collectively, "Content") submitted to or generated by the Service. For clarity, Content may include messages originated from your customers or other users of the Service. You agree to comply with all applicable laws, rules, and regulations regarding such use and to respect and protect such rights.

You grant IntakeQ a non-exclusive, royalty-free, worldwide, perpetual, irrevocable, sublicensable, transferable license to copy, modify, and otherwise use any Content submitted to or generated by the AI Services for the purpose of enhancing the performance and functionality of the Service and developing new products and services. You also agree that IntakeQ may collect and analyze data and feedback from your use of the AI Services for such purposes.

All or a portion of the AI Services may be provided by a third party ("TP AI Services"), and third-party terms may apply to your use of the TP AI Services. You agree to comply with any such third-party terms, and you authorize IntakeQ to transfer or otherwise provide such third parties with the Content. You acknowledge that such transfers may include transfers of real-time communications from your customers or other users of the Service. You further acknowledge that such TP AI Services are outside of IntakeQ's control and may have access and rights to the Content you submit to or through the TP AI Services. IntakeQ shall have no responsibility or liability for, and you hereby hold IntakeQ harmless from, all (i) acts and omissions of any such third-party, and/or from any (ii) claims, actions, and/or complaints relating to simultaneous or real-time transfers of communications. Further, IntakeQ cannot guarantee the availability of any third-party services, and therefore any AI Services dependent on such third-party services may be terminated or suspended at any time without notice, and in such event IntakeQ shall have no liability for such termination or suspension.

You acknowledge that use of the AI Services may involve risks and uncertainties, such as unpredictable or unintended outcomes, biases, errors, failures, or liabilities. IntakeQ does not represent, warrant or guarantee, and you hereby hold IntakeQ harmless from, the accuracy, quality, suitability, or legality of any Content generated by the AI Services, and you are solely responsible for verifying, reviewing, and approving such Content before using it for any purpose. You agree to assume all such risks and to indemnify and hold harmless IntakeQ from any claims, liabilities, losses, or damages arising from or relating to the use of the AI Services or any Content submitted to or generated by the AI Services, and no such

claims, liabilities, losses, or damages shall be subject to, or limited by, any limitation of liability, limitation of remedy, or disclaimer otherwise set forth in the Terms.

IN ADDITION TO THE LIMITATIONS OF LIABILITY IN THE TERMS (WHICH APPLY TO ALL AI SERVICES), TO THE MAXIMUM EXTENT PERMITTED BY LAW, INTAKEQ'S LIABILITY FOR ANY BREACH OF THIS CONTRACT OR ANY OTHER CLAIM ARISING FROM OR RELATING TO THE TP AI SERVICES OR ANY CONTENT GENERATED BY THE TP AI SERVICES SHALL BE LIMITED TO ONE HUNDRED DOLLARS (\$100).

HIPAA Compliance Terms

Some clients handle electronic protected health information subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

If you are subject to HIPAA, prior to using the Services to store or transmit PHI, you must notify IntakeQ and enter into a Business Associate Agreement ("BAA") in the form provided by IntakeQ. You are solely responsible for determining whether you are subject to HIPAA.