

Effective and last updated: August 23, 2022

## END USER LICENSE AGREEMENT

This End User License Agreement (the “**Terms**”) is a legal agreement between you and AdaptHealth, LLC (“**AdaptHealth**,” “**we**,” “**our**,” and “**us**”) regarding (i) your access to and use of the AdaptHealth Patient Portal (the “**Site**”) and (ii) any services available through the Site, and any content or material that is made available by AdaptHealth through the Service (the “**Content**”) for which there is no separate license agreement (collectively, the “**Service**”).

BY ACCESSING, DOWNLOADING, INSTALLING AND/OR USING ALL OR ANY PORTION OF THE SITE, YOUR PROFILE, THE SERVICE, AND CONTENT:

- YOU ACCEPT AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THESE TERMS, WHICH INCLUDE THE LIMITATIONS ON USE CONTAINED IN SECTION 3; LIMITATIONS ON LICENSE TRANSFERABILITY IN SECTIONS 2 AND 3; THE DISCLAIMER OF WARRANTY AND LIMITATIONS ON LIABILITY IN SECTIONS 12 AND 13; ADAPTHEALTH'S PRIVACY POLICY <https://adapthealth.com/privacy-policy/> and
- YOU AFFIRM THAT YOU ARE OF LEGAL AGE AND HAVE THE LEGAL CAPACITY TO ENTER INTO THESE TERMS.

AdaptHealth reserves the right, at its sole and absolute discretion, to modify any of the terms and conditions of these Terms. AdaptHealth will post any revised Terms on the Site, and may provide such other notice as AdaptHealth may elect. Your continued use of your Profile or Site following notice of changes to these Terms means you accept any and all such changes, effective as of the date of such acceptance. If you do not agree to be bound by (or cannot comply with) these Terms as modified, you agree that your sole remedy is to cease using the Services by canceling your Profile. Your continued use of the Services constitutes your agreement to be bound by the amended Terms.

1. **Access to the Site and Service.** This Terms applies to your access to the Site and use of the Service. You may access and view publicly available portions of the Site without registering a Profile . Access to the Service (and the rights and permissions related to the Service herein) is subject to registration of a Profile Purchase of any product available on the Service are subject to additional purchase terms available.
2. **License to Use the Service.** Conditioned on your compliance with these Terms and receipt of all data and information from you reasonably required for AdaptHealth to provide you the Service, AdaptHealth grants you a limited, personal, non-exclusive, and nontransferable license to use the Service. The foregoing license is solely for your personal non-commercial use. Except as expressly provided in these terms, AdaptHealth and its licensors reserve all rights in and to the Service and Content.
3. **Establishing a Profile.**
  - a) In order to use the Service (other than the publicly available portion of the Site), you are required to create an account (“**Profile**”). To be eligible to use the Service, You must meet the following criteria and represent and warrant that you: (1) are 18 years of age or older; (2) are not currently restricted from the Service, or not otherwise prohibited from registering with AdaptHealth or having a AdaptHealth account, (3) are not a competitor of AdaptHealth or are not using the Service for reasons that are in competition with AdaptHealth; (4) have full power and authority to enter into these Terms and doing so will not violate any other

agreement to which you are a party; (5) will not violate any rights of AdaptHealth, including intellectual property rights such as copyright or trademark rights; and (6) agree to provide at your cost all equipment, software, internet, and data access necessary to use the Service.

- b) You may not share the Profile with anyone. You are liable for all uses of the Profile. Notwithstanding anything to the contrary herein, you acknowledge and agree that you will have no ownership or other property interest in the Profile, and you further acknowledge and agree that all rights in and to the Profile are and will forever be owned by AdaptHealth. AdaptHealth reserves the right to terminate a Profile without notice if it believes, at its own discretion, that a user is under the age of 18.
- c) To register for a Profile you will be required to provide AdaptHealth with certain information about yourself, including, but not limited to, your first and last name, e-mail address, username, and any other information described in AdaptHealth's Privacy Policy available at <https://adapthealth.com/privacy-policy/>. This Privacy Policy applies to the collection of such information.
- d) You must provide AdaptHealth with accurate, up-to-date information. In the event that AdaptHealth learns that you have provided false or misleading information, AdaptHealth reserves the right to immediately terminate and disable or delete the Profile. AdaptHealth is not responsible for any loss or damages arising from your failure to provide accurate information.
- e) During the registration process, you will be required to select a user name and a password that are specific to the Profile (collectively referred to hereunder as "**Password**"). Your Password is to be kept confidential at all times and you are solely responsible for the security of your Password. You may not disclose your Password to anyone, or allow your Password to be used by anyone other than yourself. AdaptHealth is not responsible for any harm that may result to the Profile (including without limitation orders placed from the Profile) as a result of a lost or shared password. AdaptHealth is not responsible in the event that the Profile is "hacked," or if the Profile or your computer is damaged by a virus, or for any other issues with your computer or the Profile.
- f) Profiles are not transferable or descendible by you. You may not offer any Profile for sale or trade, and any such offer is a violation of these Terms and will result in termination of the Profile.
- g) You agree to immediately notify AdaptHealth of any unauthorized use of your Password or Profile or any other breach of security.

#### 4. **Restrictions and Obligations.**

- a) **Modification to Service.** AdaptHealth may at any time and from time to time, and without notice or liability, (i) revise, supplement, suspend, or discontinue, temporarily or permanently, the Service (or any part thereof), (ii) terminate all licenses granted in these Terms, or (iii) change the equipment, hardware or software necessary to use the Service and access the Content. You agree that neither AdaptHealth nor any of its affiliates, licensors, agents, or employees is liable to you or any third party for any revision, supplement, suspension, or discontinuation for the activities described in (i)-(iii).

b) **Updates; Upgrades.** AdaptHealth has no obligation to provide any updates or upgrades to the Service or Content, but in the event that it does, such updates, upgrades and any documentation will be deemed part of the Service, and will be subject to these Terms. AdaptHealth may from time to time in its sole discretion and without prior notice to you modify, correct, improve, or discontinue offering the Service or any functionality available through the Service.

5. **Restrictions.** The license granted in Section 2 is conditioned on your compliance with the following:

- a) You must not attempt to work around, disable, bypass, modify, or defeat any technical limitations in the Service or to use the Service in an attempt to, or in conjunction with any device, program or service designed to circumvent any security features or any technical measures employed to control access to, or the rights in, a content, file or other work;
- b) You must not distribute or make available the Service over a network where it could be used by multiple devices at the same time;
- c) You must not reverse engineer, decompile, decipher, disassemble or otherwise attempt to access source code of the Service, except and only to the extent that applicable law expressly permits, despite this limitation;
- d) You must not download or copy the Service (including any Content), except as expressly permitted;
- e) You must not rent, lease, lend, sell, sublicense, assign, distribute, publish, perform, display, broadcast, transfer, exploit, or otherwise make available the Service or any features or functionality of the Service to any third party for any reason, including by making the Service available on a network where it is capable of being accessed by more than one device at any time;
- f) You must not modify or make any derivative works of the Service, in whole or in part;
- g) You must not remove any proprietary notices or labels on the Service or any copy thereof;
- h) You must not to interfere with the proper functioning of the Service or use it as a platform for external applications; to develop applications, services, apps; or any other functionalities that leverage the Service or any portion thereof;
- i) You must not make any use of the Service in any manner not permitted by these Terms or the documentation; and
- j) You must use the Service in compliance with all applicable laws.

6. **Content.**

- a) **Content Generally.** The Service and all Content (including information, graphics, text, reviews, specifications, images, features, and other materials accessible or shared with you through the Service), including any Content uploaded or posted by you or third parties, is solely for your use in connection with the Services. AdaptHealth may link to or provide access to Content provided by third parties ("**Third Party Content**"). Any opinions and other statements expressed by those third party authors of the Third Party Content are the opinions of those authors, not opinions of AdaptHealth. Content appearing on the Services is the sole responsibility of the party responsible for such Content and its accuracy and

completeness are not endorsed or guaranteed by AdaptHealth. Third Party Content may be subject to additional or different license terms and restrictions.

- b) **Your Content.** You are solely responsible for all Content that is uploaded, imported, templated, posted, emailed, transmitted, shared, or otherwise disseminated using, or in connection with, the Service and your Profile (“**Your Content**”). AdaptHealth does not claim ownership of Your Content. AdaptHealth is under no obligation to enable the transmission of Your Content through the Service and may, in its discretion, edit, block, refuse to post, or remove Your Content at any time. You acknowledge that AdaptHealth has no responsibility for the deletion or failure to store any of Your Content. You grant to AdaptHealth, its affiliates, and their service providers, licensors, suppliers and distributors, a worldwide, royalty-free, transferrable, sublicensable, non-exclusive, perpetual, and irrevocable license under all of your intellectual property rights to make, use, copy, modify, adapt, create derivative works of, publicly perform or display, import, broadcast, transmit, distribute, license, publish, and translate Your Content (and derivative works thereof) in connection with the operation of the Services, AdaptHealth’s business and to improve AdaptHealth’s products and services; provided that such use of Your Content does not identify you and does not otherwise disclose your confidential information in a way that is attributable to you. You represent and warrant that you have and will maintain all rights necessary to grant the rights in this Section and that Your Content does not infringe the rights of AdaptHealth or any third party or violate any agreement with or policy of AdaptHealth or any applicable law. If AdaptHealth suspects violations of the foregoing, AdaptHealth may institute legal action and cooperate with law enforcement authorities in bringing legal proceedings against violators.
- c) **Data.** AdaptHealth monitors its customers, suppliers, partners, and users’ use of the Service. In connection with this monitoring, AdaptHealth collects and aggregates data relating to the activities on its Service. You acknowledge and agree that AdaptHealth may collect, aggregate, use, publish, display, reproduce, create derivative works of, and distribute such data provided that it does not identify you or incorporate Your Content.
- d) **Online Conduct.**
1. The Service may contain interactive areas that allow users to express their opinions and post information, quotations, requests, and other materials. You are solely responsible for the content or information you publish, display or otherwise communicate in any manner (hereinafter, “**post**”) on the Service, or transmit to other users. AdaptHealth does not monitor these posts.
  2. You will not post on the Service, or transmit to other users, or otherwise communicate any defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive, or illegal material, or any material that infringes or violates another party’s rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity). Furthermore you will not take actions to promote the physical harm or harassment of another person, engage in or promote spamming, provide information that you know is illegal, false or misleading, or designed to exploit those under 18 or otherwise provide instructional information about illegal activities including without limitation making or buying illegal weapons, identity theft, violating another’s right to privacy or providing or creating malicious computer programs (malware).

3. You will use the Service in a manner consistent with any and all applicable local, state, national and international laws and regulations, including, but not limited to, United States export control laws. You are not located in, under the control of, or a national or resident of any country which the United States has (i) embargoed goods, (ii) identified as a "Specially Designated National", or (iii) placed on the Commerce Department's Table of Deny Orders. Membership in, and use of, the Service is void where prohibited.
4. You will not provide inaccurate, misleading or false information to AdaptHealth or to any other user. If information provided to AdaptHealth, or another user, subsequently becomes inaccurate, misleading or false, you will promptly notify AdaptHealth of such change.
5. You will only create one unique Profile with the Service.
6. Except as expressly provided under tools to facilitate the exchange of requests and offers, you will not engage in advertising to, or solicitation of, other users to buy or sell any products or services through the Service. You will not transmit any chain letters or e-mails that offer or promote commercial goods, services, business opportunities or the like to other users.
7. You will not post, copy, modify, transmit, show in public or private, create any derivative works from, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights.
8. You are solely responsible for your interactions with other users. You agree to take normal precautions when meeting individuals through the Service.
9. You understand that AdaptHealth makes no guarantees, either express or implied, regarding your well-being through the Service.
10. You will promptly report to AdaptHealth any violation of these Terms by other users.
11. AdaptHealth reserves the right, but has no obligation, to monitor the materials posted in the public areas of the Service. AdaptHealth has the right to remove any such material that in its sole opinion violates, or is alleged to violate, any applicable law or either the letter or spirit of these Terms of Use. Notwithstanding this right of AdaptHealth, YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIALS YOU POST IN THE PUBLIC AREAS OF THE SERVICE AND IN YOUR PRIVATE E-MAIL AND OTHER MESSAGES.

## **7. Ownership.**

- a) All rights not specifically granted herein are reserved by AdaptHealth and, as applicable, AdaptHealth's licensors. You acknowledge that you do not acquire any ownership rights in the Site, Service or any of the Content therein as a result of these Terms or your use of the Service and that you have no rights to access the Site or use the Service or Content except as expressly provided by the terms of these Terms.
- b) All title, ownership rights and intellectual property rights in and to the Site, Service and Content (including without limitation any Profiles, software, titles, computer code, technology, methodologies, reports, templates, methods of operation, any related documentation, "applets" incorporated into the Service, transcripts of the chat rooms, character profile information, and client and server software) are owned by AdaptHealth and its affiliates or licensors. The Site, Service and Content are protected by the copyright laws of the United States, international copyright treaties and conventions, and other laws. All rights

are reserved. The Site, Service and Content may contain certain licensed materials, and AdaptHealth's licensors may protect their rights in the event of any violation of these Terms.

- c) You may not use AdaptHealth trademarks or trade dress in any manner that is likely to cause confusion among customers, or in any manner that disparages AdaptHealth or its licensors. Except as required for reasonable and customary use in describing the Services or any element thereof, AdaptHealth and its licensors do not grant you any express or implied rights, and all rights, title and interest that AdaptHealth has in and to the AdaptHealth trademarks, trade dress, or Service and Content therein that are not expressly granted by AdaptHealth to you are retained by AdaptHealth.
- d) All comments, feedback, suggestions, ideas and other submissions disclosed or submitted to AdaptHealth ("**Feedback**") will be the exclusive property of AdaptHealth. You hereby agree that AdaptHealth may use, sell, exploit and disclose the Feedback in any manner, without restriction, and without compensation to you.

## 8. Termination.

- a) **Term.** Your access rights and license to the Service and Content, respectively, is effective until terminated by you or AdaptHealth. Your rights under these Terms will terminate automatically without notice from AdaptHealth if you fail to comply with these Terms. Notwithstanding anything to the contrary, AdaptHealth reserves the right to suspend, permanently discontinue or terminate the Service, the Site, and your Profile, or your access to any of the foregoing, at any time.
- b) **Your Right to Terminate.** Subject to the terms described herein, you have the right to terminate your Profile at any time upon written notice to AdaptHealth. You understand and agree that the termination of your Profile is your sole right and remedy with respect to any dispute, including, but not limited to, any related to, or arising out of: (i) any provision of these Terms or AdaptHealth's enforcement or application of these Terms; (ii) your ability to access and/or use the Service or Content; or (iii) the amount or type of fees, surcharges, applicable taxes, billing methods, or any change to the fees, applicable taxes, or surcharges. AdaptHealth reserves the right to collect accrued fees and charges and costs incurred by AdaptHealth upon receipt of your notice to cancel a Profile.
- c) **AdaptHealth Right to Terminate.** AdaptHealth may terminate your Profile at any time in its sole and absolute discretion for any reason including, without limitation, upon the occurrence of any one of the events: (i) improper use of Password; (ii) the information provided by you during the Profile registration process is found to be untruthful or inaccurate; (iii) improper use of the information provided on the Site or Service and/or taking any other action which adversely affects the Site, the Service, or AdaptHealth; or (iv) any violation of these Terms. If AdaptHealth terminates a Profile because of your breach of these Terms (including for non-payment), AdaptHealth shall have no liability or responsibility to you or any third party.
- d) **General; Effect of Termination.** In the event a Profile or Service is terminated by you for any reason (other than AdaptHealth's permanent discontinuance of the Service), or by AdaptHealth for any of the reasons set forth in Section 5 above, no refund will be granted. In the event of termination for any reason, (i) you will have no further access to the subject Profile (including any Service or Content) and (ii) you will immediately cease any use of the Content (including any Content that you were permitted to download). Any delinquent or unpaid Profile with unresolved disputes must be settled before AdaptHealth may allow you to register again.

## 9. External Service; Third-Party Materials.

- a) The Service and Site may enable access to third-party services and Apps (collectively and individually, "**External Service**"). Access or use of the External Service may require Internet access and use of certain External Service may require you to accept additional terms. You understand that by using any of the External Service, you may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless, you agree to use the External Service at your sole risk and that neither AdaptHealth nor its agents will have any liability to you for content that may be found to be offensive, indecent, or objectionable.
- b) The Site, Service, or certain External Service may display, include or make available content, data, information, applications or materials from third parties ("**Third Party Materials**") or provide links to certain third party Apps. You acknowledge and agree that neither AdaptHealth nor its agents are responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or Apps. Neither AdaptHealth nor its agents warrant or endorse and do not assume and will not have any liability or responsibility to you or any other person for any third-party services, Third Party Materials or Apps, or for any other materials, products, or services of third parties. Third Party Materials and links to other Apps are provided solely as a convenience to you. You rely on Third Party Materials at your own risk.
10. **Security.** You understand and acknowledge that certain risks are inherent in the transmission of content and provision of services through the Internet and that these risks cannot and are not eliminated despite the measures AdaptHealth uses to maintain the security of its Site or Service. Because of these inherent risks, AdaptHealth makes no representation, warranty, covenant, or agreement that its security measures will be effective. You acknowledge and agree that all information and content that you provide is provided at your own risk.
11. **Copyright Infringement Claims.** If you believe in good faith that any material or content posted on the Site or Service constitutes a copyright infringement, please provide our copyright agent named below with the information required by 17 U.S.C. § 512, including the following:
- Your address, telephone number, and email address;
  - A description of the copyrighted work that you claim has been infringed;
  - A description of the alleged infringing material and of where the alleged infringing material is located;
  - A statement by you that you have a good faith belief that the disputed use is not authorized by you, the copyright owner, its agent, or the law;
  - An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and
  - A statement by you, made under penalty of perjury, that the above information is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our agent for notice of claims of copyright infringement can be reached as follows:  
[GeneralCounsel@adapthealth.com](mailto:GeneralCounsel@adapthealth.com)

## **12. DISCLAIMER OF WARRANTY**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICE, SITE AND CONTENT IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE, SITE AND CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND ADAPTHEALTH HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICE, SITE AND CONTENT, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. ADAPTHEALTH DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICE, SITE AND CONTENT, THAT THE FUNCTIONS CONTAINED IN OR SERVICE PERFORMED OR PROVIDED BY THE SERVICE, SITE OR CONTENT WILL MEET YOUR REQUIREMENTS, THAT THE SERVICE, SITE OR CONTENT AND OPERATION OF THE SITE OR SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICE, SITE OR CONTENT WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ADAPTHEALTH OR ITS AUTHORIZED REPRESENTATIVE WILL CREATE A WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU. THE DISCLAIMER ABOVE APPLIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

ADAPTHEALTH DOES NOT: (i) GUARANTEE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION OR CONTENT ON THE SERVICE, SITE OR EXTERNAL SERVICE, OR (ii) ADOPT, ENDORSE NOR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY OTHER THAN ADAPTHEALTH. UNDER NO CIRCUMSTANCES WILL ADAPTHEALTH BE RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM ANYONE'S RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON THE SERVICE, SITE OR EXTERNAL SERVICE, OR TRANSMITTED TO OR BY ANY USERS.

## **13. LIMITATION OF LIABILITY.**

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL ADAPTHEALTH BE LIABLE FOR PERSONAL INJURY OR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICE, SITE OR CONTENT, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF ADAPTHEALTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT WILL ADAPTHEALTH'S TOTAL AGGREGATE LIABILITY TO YOU, AND YOUR EXCLUSIVE REMEDY UNDER THIS AGREEMENT FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) WILL BE TO RECOVER THE ACTUAL DAMAGES YOU INCUR BASED UPON REASONABLE RELIANCE ON THE SERVICE, SITE, OR CONTENT UP TO THE FEES FOR ORDERS ACTUALLY PAID TO ADAPTHEALTH IN THE PRIOR 12-MONTHS. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.



YOU UNDERSTAND AND AGREE THAT ABSENT YOUR AGREEMENT TO THE ABOVE LIMITATION OF LIABILITY, ADAPTHEALTH WOULD NOT PROVIDE THE SERVICE TO YOU.

14. **IMPORTANT CONSUMER NOTICE.** SOME JURISDICTIONS DO NOT ALLOW CERTAIN DAMAGE LIMITATIONS SUCH AS THE LIMITATION OF LOSS OR LIABILITY FROM INTENTIONAL ACTS (INCLUDING FRAUD, FRAUDULENT MISREPRESENTATION, AND FAILURE TO DISCLOSE DEFECTS), PRODUCT LIABILITY, OR FOR DEATH OR PERSONAL INJURY. NOTHING IN SECTIONS 12 OR 13 WILL BE INTERPRETED AS EXCLUDING LIABILITY WHICH CANNOT BE EXCLUDED UNDER APPLICABLE LAW. IF YOU LIVE IN OR ARE OTHERWISE SUBJECT TO THE LAWS IN ONE OF THOSE JURISDICTIONS, ANY DAMAGES LIMITATIONS WILL BE DEEMED LIMITED TO THE EXTENT (IF AT ALL) PERMISSIBLE UNDER THAT LAW AND, IF ANY LIMITATION IS NOT PERMITTED, THE EXCLUSIONS IN SECTION 12 OR 13 MAY NOT APPLY TO YOU.
15. **Export Restriction.** You may not use or otherwise export or re-export the Service or Content except as authorized by United States law. In particular, but without limitation, the Service or Content may not be exported or re-exported (a) into any U.S.-embargoed countries or (b) to anyone on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Department of Commerce Denied Persons List or Entity List. By using the Service, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use this Service or Content for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of nuclear, missile, or chemical or biological weapons.
16. **Governing law; Jurisdiction and Venue.** The laws of the Commonwealth of Pennsylvania, without giving effect to any principles of conflicts of law, govern these Terms and your use of the Site, Service, and Content. The parties submit to the exclusive jurisdiction and venue of any state and federal courts in and for Montgomery County, PA for any claims or proceedings arising out of or related to these Terms and the use of the Site, Service, and Content, and waive any jurisdictional, venue or inconvenient forum objections to such courts. Your use of the Site, Service and Content may also be subject to other local, state, national, or international laws.
17. **Changes to Terms.** AdaptHealth reserves the right to modify these Terms at any time. When AdaptHealth does so, AdaptHealth may require you to accept the modified terms in order to continue to access the Site, Service and Content Your continued use after the date of any updates to these Terms will constitute your acceptance of the updated Terms.
18. **General Provisions.** If any provision of these Terms is found to be unlawful, void or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions. Except as otherwise specifically provided herein, this is the entire Agreement between us you and AdaptHealth relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements between you and AdaptHealth with respect to such subject matter. The failure by AdaptHealth to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. Section titles are only for convenience and have no legal or contractual significance. Any list of examples following "including" or "e.g.," is illustrative and not exhaustive, unless qualified by terms like "only" or "solely."
19. **Notices.** AdaptHealth may give you all required notices (including legal process) by any lawful method, including by posting notices on the Service or by sending it to any email address that you provide to AdaptHealth. Any notice, certification, demand or other communications required or permitted to be given or made under these Terms shall be in writing in English and shall be effective: (a) upon posting, if notice is posted on the Service by AdaptHealth; (b) upon delivery, if delivered in person; (c) five days after deposit in regular mail, addressed to the recipient, postage

prepaid and registered or certified with return receipt requested; (d) one day after deposit with an express mail or overnight courier provided that confirmation of delivery is received; or (e) upon transmission if sent via facsimile or electronic mail with confirmation or receipt. Notices to AdaptHealth shall be sent to: 220 West Germantown Pike, PA 19462.

20. **Assignment.** AdaptHealth may assign these Terms, in whole or in part, at any time, with or without notice to you. You may not assign, transfer, or sublicense your rights, if any, in your Profile, to the Service, or under these Terms.
21. **Entire Agreement.** These Terms constitutes the entire agreement between you and AdaptHealth with respect to your Profile and the Service. Both you and AdaptHealth warrant to each other that, in entering these Terms, neither AdaptHealth nor you have relied on or will have any right or remedy based upon any statement, representation, warranty, or assurance other than those expressly stated in the Terms. The preceding sentence will not limit or exclude any liability that cannot be limited or excluded under applicable law. No one other than you and AdaptHealth, or AdaptHealth's successors and permitted assigns, will have any right to enforce any of the Agreement.
22. **Contact Us.** If you have any questions, complaints, or comments regarding these Terms, or have other questions or suggestions about our Site or Service, please contact us via e-mail at [resolutions@adapthealth.com](mailto:resolutions@adapthealth.com).