

# Matrix Terms of Use

*Last Updated December 23, 2021*

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and Across Matrix, Inc. (“Matrix,” “we,” “us,” or “our”), concerning your access to and use of our website and other technologies located at [www.acrossmatrix.com](http://www.acrossmatrix.com) as a component of your use of other hosted services (the “Service(s)”). Matrix is providing the Services as a service provider for a third party to whom we provide the Services (“Host Site”). You agree that by accessing the Services as part of your use of the Host Site, you have read, understood, and agreed to be bound by all of these Terms of Use. If you use the Services on behalf of a company or other entity, then “you” includes you and that entity, and you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to these Terms of Use, and you agree to these Terms on the entity’s behalf.

IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES, AND YOU MUST DISCONTINUE USE IMMEDIATELY.

## Privacy

Your privacy is of the utmost importance to Matrix and your Host Site. Matrix is third party service provider to the Host Site and your use of the Services is subject to the following [Privacy Policy](#). Please refer to this [Privacy Policy](#) for more information.

## User Representation

By using these Services, you represent and warrant that:

1. you have the legal capability of and do agree to complying with these Terms of Use;
2. you are not a minor in the jurisdiction in which you reside;
3. you will not access the Services through automated or non-human means, whether through a bot, script, or otherwise;
4. you will not use the Services for any illegal or unauthorized purpose; and 5. your use of the Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of these Services.

## **Intellectual Property**

Unless otherwise indicated, the Services are our proprietary property and all source code, databases, functionality, software, designs, text, graphics, etc. available through the Services (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, international copyright laws, and international conventions. The Content and the Marks are provided through the Services “AS IS” for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Services, you are granted a limited license to access and use the Services and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Services, the Content, and the Marks.

## **Services Detail**

We provide hosted technology services under this Terms of Use to support the collection, use and sharing of health information for the Host Site. Please note that the Services do not include providing medical advice, and we are not responsible for the completeness or accuracy of your information. We provide technology services related to the following: collection of health information through health records integration; direct data entry; organization and understanding the data through tools; and sharing of the data among patients, caregivers, patient foundations, clinicians, and researchers as you choose. Please note that the Services do not include providing medical advice, and we are not responsible for the completeness or accuracy of your information.

- You represent and warrant that you own all rights, title, and interest in and to the information collected from third parties and any data you provide to us (including any and all intellectual property rights therein).
- We cannot guarantee or assume any responsibility or liability for the completeness, timeliness, accuracy, deletion, or non-delivery of any health information.
- We have no control over the completeness, validity, consistency, or accuracy of any content provided (or lack of such) by you or others.
- **THE SERVICES, INCLUDING ALL OF THE MATERIAL AND INFORMATION MADE AVAILABLE THROUGH THESE SERVICES, IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE PROFESSIONAL MEDICAL ADVICE OR TREATMENT.**

Always seek the advice of your physician or other qualified health provider with any questions you may have regarding your health. These Services are not professional medical advice; never disregard professional medical advice or delay in seeking it because of something made available through these Services.

## **Your Ownership**

You own your content and health information and grant us the right to use such information to provide the Services as described in this document. You maintain the ownership of all your health information, documents, and other materials you upload or share through the Services. You agree that your health information will not contain material subject to copyright or other proprietary rights, unless you have the necessary permission or are otherwise legally entitled to post the material and to grant us the license described herein. Please note that we may disclose your health information if required to do so by law or if we, in consultation with the Host Site, hold the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process(es), applicable law(s), or government request(s); (b) enforce these Terms; (c) respond to claim(s) that any such Content or Health Records violates the rights of third parties; and/or (d) protect our rights, property, personal safety, users, and/or the public.

## **Third-Party Content**

These Services may contain articles, photographs, text, graphics, designs, information, applications, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Content is not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Content posted on/in, or available through these Services, including the content, accuracy, reliability, privacy practices, or other policies of or contained in the Third-Party Content. Inclusion of, linking to, or permitting the use of any ThirdParty Content does not imply approval or endorsement thereof by us. You shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any ThirdParty Content.

## **Management of Services**

We reserve the right but not the obligation to: (1) monitor the Services for violations of these Terms of Use; (2) take appropriate legal action against anyone who, at our sole discretion, violates the law or these Terms of Use, including, without limitation, reporting such user to law enforcement authorities; (3) at our sole discretion, and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) at our sole discretion and without limitation, notice, or liability, to remove from these Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of these Services.

## **Term and Termination**

These Terms of Use shall remain in full force and effect while you use the Services.

WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, AT OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES) TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICES OR DELETE ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, AT OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, any deviation of your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including, without limitation, pursuing civil, criminal, and/or injunctive redress.

## **Changes to This Policy**

We reserve the right, at our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these Terms of Use, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Service after the date such revised Terms of Use are posted.

## **Governing Law**

These Terms of Use and your use of these Services are governed by and construed in accordance with the laws of the State of Georgia applicable to agreements made and to be entirely performed within the State of Georgia, without regard to its conflict of law principles.

Please be advised the Services are hosted in the United States. If you access the Services from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the Services, you are transferring your data to the United States, and you agree to have your data transferred to and processed in the United States.

## **Dispute Resolution**

Except as otherwise expressly provided in these Terms of Service, all arbitration and other litigation of any dispute between you and Matrix related to these Terms shall be located in Carroll County, Georgia. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give favor to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or these Terms of Service must be filed within one (1) year after such claim or cause of action, or it will be forever barred.

## **User Data**

We will maintain certain data that you transmit to us for the purpose of managing the performance of these Services, as well as data relating to your use of the Services. You are solely responsible for all data that you transmit or that relates to any activity you have undertaken using these Services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

## **Corrections**

There may be information within these Services that contains typographical errors, inaccuracies, or omissions including descriptions, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information within these Services at any time without prior notice.

## **Disclaimer**

THESE SERVICES ARE PROVIDED ON AN AS-IS AND AS AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE, AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER,

RESULTING FROM YOUR ACCESS TO AND USE OF THESE SERVICES, (3) UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) INTERRUPTION OF TRANSMISSION TO OR FROM THESE SERVICES, (5) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, (6) ERRORS OR OMISSIONS IN ANY CONTENT OR MATERIALS AND/OR (7) LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THESE SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE OFFERED BY A THIRD PARTY THROUGH THESE SERVICES OR ANY WEBSITE.

## **Electronic Communications, Transactions, and Signatures**

YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THESE SERVICES. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records or to payments or the granting of credits by any means other than electronic means.

## **Limitations of Liability**

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THESE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AN ACROSS PARTY'S TOTAL CUMULATIVE LIABILITY SHALL IN NO EVENT EXCEED THE GREATER OF: (A) THE AMOUNT YOU PAID FOR YOUR USE OF THE SERVICES IN THE PRIOR THREE (3) MONTHS; AND (B) THE SUM OF ONE HUNDRED (100) US DOLLARS.

SOME JURISDICTIONS AND APPLICABLE REGULATIONS DO NOT ALLOW THE DISCLAIMER OF WARRANTIES OR LIMITATION OF CERTAIN DAMAGES SO CERTAIN OF THE FOREGOING DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU.

## **California Residents**

If a complaint is not satisfactorily resolved with us, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at

1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 9525210 or (916) 445-1254.

## **Contact Us**

Questions, concerns, or suggestions related to our Terms of Service can be emailed to our Legal department at [legal@acrossmatrix.com](mailto:legal@acrossmatrix.com), or you can contact us by phone at 1-770-316-5569, or you can write a letter to:

Matrix  
Attn: Legal  
306 B Rome Street  
Carrollton, Georgia 30117