

## Terms of Use

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### Acceptance of Terms of Use

While we hope you enjoy our Website, it is important that you please carefully read and print the following Terms before you use this website, all apps published by us, all other interactive features, products, services, and communications provided by us, and any other website operated by us that link to these Terms (collectively, the "Website"). By accessing and using the Website, you acknowledge that you have read, understand, and agree to be bound by these Terms, including the [Privacy Policy](#), which form an agreement that is effective as if you had signed it. If at any time you do not agree to these Terms, please do not access or use the Website or any of its Content. For information regarding how we collect, use, and process your personal information, including your rights under the California Consumer Privacy Act ("CCPA"), the California Privacy Rights Act ("CPRA"), and other applicable state privacy laws (including those of Virginia, Colorado, Connecticut, Texas, Montana, Oregon, and other jurisdictions), please review the "Additional State Privacy Rights and Disclosures (Your Privacy Rights)" section of our Privacy Policy. Our Privacy Policy also describes our practices regarding sensitive personal information, automated decision-making, and our use of cookies and similar tracking technologies. [You can download a copy of these Terms of Use here](#) may opt out of the sale or sharing of your personal information by clicking "Do Not Sell or Share My Personal Information" in the footer of our Website.

YOUR ACCESS TO, USE OF AND BROWSING OF THE WEBSITE AND ITS CONTENTS IS SUBJECT TO THE TERMS CONTAINED HEREIN AND ALL APPLICABLE LAWS AND REGULATIONS. IF YOU DO NOT AGREE TO THESE TERMS, YOUR PERMISSION TO ACCESS OR USE THE WEBSITE IS AUTOMATICALLY AND IMMEDIATELY REVOKED.

Paradigm may revise or update the Terms from time to time. You should check the Terms regularly for updates. You can determine when the Terms were last revised by referring to the "Last Revised" legend at the top of this page. Any changes in the Terms take effect upon posting and only apply to use of the Website after that date. Each time you access, use or browse the Website, you signify your acceptance of the then-current Terms. You consent to receive communications from Paradigm in an electronic form. You agree that all terms and conditions, agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if they were in writing.

### Permitted Users of the Website

In consideration of your use of the Website, you represent that you are of an age to form a legally binding contract and you are not prohibited from receiving services under the laws of the United States or any other applicable jurisdiction.

The Website is directed to persons 18 years of age or older. Paradigm and the Website do not knowingly collect information from children under age 18. If you are under age 13, you are not permitted to use the Website or to submit any personally identifiable information to the Website. If you provide information to Paradigm through the Website, you represent that you are 13 years of age or older. If you are between 13 and 17 years of age, when you visit, browse and use the information on the Website, you represent that you have the permission of a parent or guardian to do so and who agrees to these Terms on your behalf; you may send messages, but you may not submit any personal information. If you are a parent or guardian and believe Paradigm may have inadvertently collected personal information from your child, please notify Paradigm immediately by sending an email to [compliance@paradigmcorp.com](mailto:compliance@paradigmcorp.com).

### Accessing the Website

You are responsible for the software, hardware and Internet service needed to access and use the Website. If you access and use the services on your smartphone, tablet or other mobile device ("Mobile Device"), you are solely responsible for any and all data and other fees related to use of the Website through your Mobile Device. Your carrier may prohibit or restrict certain features of the Website from being available on your Mobile Device, and some features may be incompatible with your carrier or Mobile Device. Paradigm disclaims all liability in connection with your use of the Website via your Mobile Device, including your inability to use or access certain features.

### **Acceptable Use**

The content available through the Website ("Content") is the sole and exclusive property of Paradigm, its subsidiaries, affiliates and/or its licensors. You agree not to reproduce, duplicate, modify, copy, sell, resell or exploit for any commercial purpose, any portion of the Website or Content other than as expressly authorized by Paradigm in writing. Use of the Website or Content in any way not expressly permitted by these Terms is prohibited, and may be actionable under United States or international law. You agree not to access the Website by any means other than through a standard web browser in any media.

The Website and Content are provided solely for your own information and personal use. You may not publish, modify, distribute, perform, sell, resell, exploit, or create derivative works from any part of the Website or Content unless expressly authorized by Paradigm in writing. You agree that you will not remove, obscure or modify any acknowledgements, credits or legal, intellectual property or proprietary notices, or any marks or logos contained on the Website or in the Content.

Special terms may apply to some products or services offered on the Website, or to any sweepstakes, contests, games, features, promotions or activities that may be offered on the Website (the "Activities"). Such special terms (which may include official rules and expiration dates) may be posted in connection with the applicable product, service or Activity. By entering or participating in an Activity you will become subject to those terms or rules. We urge you to read the applicable terms or rules, which are linked from the particular Activity, and to review our Privacy Policy which, in addition to these Terms, governs any information you submit in connection with such Activity. Any such special terms or rules are in addition to these Terms and, in the event of a conflict, any such terms or rules shall prevail over these Terms.

### **Linked Websites**

The Website may contain advertisements, postings and links to websites operated by other parties. The Website provides these advertisements, postings and links as a convenience, and your use of other websites, products or services is at your own risk. The advertisements, postings and linked websites are not under the control of Paradigm which is not responsible for their content. Such advertisements, postings or links or references to third party goods or services do not imply endorsement of information, material, products or services of any third party or on any other site. Paradigm disclaims all liability with regard to your access to and use of such information, material, products or services or transactions with such linked website or third parties. You acknowledge and agree that Paradigm shall not be responsible or liable, directly or indirectly, for any damage, loss or other claim caused or alleged to be caused by or in connection with, access to, use of or reliance on any content available on or through any other site or resource. YOUR CORRESPONDENCE AND BUSINESS DEALINGS WITH OTHERS FOUND ON OR THROUGH THE WEBSITE AND/OR SERVICES, INCLUDING, WITHOUT LIMITATION, THE PAYMENT AND DELIVERY OF PRODUCTS AND SERVICES, AND ANY TERMS, CONDITIONS, WARRANTIES AND REPRESENTATIONS ASSOCIATED WITH ANY SUCH DEALINGS, ARE SOLELY BETWEEN YOU AND THE THIRD-PARTY. PARADIGM ENCOURAGES YOU TO REVIEW ALL POLICIES, RULES, TERMS AND REGULATIONS, INCLUDING THE PRIVACY POLICIES AND TERMS OF USE OF EACH AND ANY THIRD-PARTY SITE THAT YOU VISIT.

### **Links to the Website**

We grant you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to create hyperlinks to the Website, so long as: (i) the links and the content on your website do not suggest any affiliation with Paradigm or cause any other confusion, and (ii) the links and the content on your website do not portray Paradigm or its products or services in a false, misleading, derogatory, or otherwise offensive manner, do not contain content that is inappropriate for children or that is offensive, obscene, threatening, or illegal, that violates any right of any third party, or that is otherwise objectionable to Paradigm. Paradigm

reserves the right to suspend or prohibit linking to the Website for any reason, in its sole discretion, without advance notice or any liability of any kind to you or to any third party. Paradigm disclaims all liability in connection with hyperlinks to our Website.

### **Ownership of Intellectual Property**

You acknowledge and agree that, as between Paradigm and you, all right, title and interest in and to the Website and Content, including without limitation any patents, copyrights, trademarks, trade secrets, inventions, know how, or any other intellectual property rights, are owned exclusively by Paradigm, its subsidiaries, affiliates, or its licensors, are valid and enforceable, and are protected by United States intellectual property laws and other applicable laws. You agree that you will not modify, decompile, disassemble, reverse engineer or create derivative works of the Website or any portion thereof.

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**Prohibited Actions:** You agree that the following actions are prohibited and constitute a material breach of these Terms. This list is not meant to be exhaustive, and Paradigm reserves the right to determine what types of conduct it considers to be inappropriate use of the Website. In the case of inappropriate use, Paradigm may take such measures as it determines in its sole discretion.

By way of example, and not as a limitation, you agree that you will not:

1. Use the Website or Content for any purpose or to take any actions in violation of local, state, national or international laws, regulations, codes or rules.
2. Take any action that places an unreasonable or disproportionately large load on the Website's infrastructure or otherwise that may adversely affect performance of the Website or restrict any other user or Paradigm from using or enjoying the Website.
3. Use the Website for unauthorized framing or linking, or via automated devices, bots, agents, crawl, scraping, scripts, intelligent search or any similar means of access to Content.
4. Aggregate, copy, duplicate, publish or make available any Content to third parties outside the Website in any manner.
5. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy or publicity) of others, or impersonating anyone else or misrepresenting your identity of affiliation.
6. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, pornographic, offensive, harassing, infringing, obscene, indecent or unlawful topic, name, material, content or information.

7. Upload or download files that contain software or other material protected by intellectual property laws or other laws, unless you own or control the rights, titles, or interests thereto or have received all necessary consents or rights.
8. Upload or transmit files that contain viruses, mal-ware, disabling code, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
9. Use the Website to make available unsolicited advertising or promotional materials, spam, pyramid schemes, chain letters, or similar forms of unauthorized advertising or solicitation.
10. Harvest or otherwise collect information about others, including without limitation email addresses or other contact information, without their consent, or hack or violate any security measures.
11. Falsify or delete any author attributions, legal or other notices, or proprietary designations or labels of origin or source.
12. Engage in any other action that, in the judgment of Paradigm, exposes it or any third party to potential liability or detriment of any type.

**Submissions:** You are solely responsible for the materials that you post, share, email, transmit or otherwise make available via the Website ("Submission"). All Submissions are subject to these Terms. Paradigm is under no obligation to post or use any Submission and may remove any Submission at any time in its sole discretion.

By making a Submission, you represent and warrant that your Submission is true, accurate and not misleading; that you own all right, title and interest, including copyright, to your Submission, and that your Submission is your own original work; that your Submission does not include the trade secret or confidential information of others, and does not infringe any other person's or entity's rights; and that you and any other person or entity (or its owner) mentioned or shown in your Submission hereby release and hold harmless Paradigm and its designees from and against any and all claims concerning Paradigm's or its designees' use, modification or distribution of the Submission or any part thereof. You must hold all necessary releases, licenses and consents concerning the contents of your Submission and rights to post, distribute, or transmit your Submission.

You agree that you will evaluate and bear all risks associated with your Submission and any disclosure in your Submission. Submissions will be available to Website users and to users of other websites and services.

#### **Your Indemnity of Paradigm**

You are solely responsible for the materials that you post, share, email, transmit or otherwise make available via the Website ("Submission"). All Submissions are subject to these Terms. Paradigm is under no obligation to post or use any Submission and may remove any Submission at any time in its sole discretion.

By making a Submission, you represent and warrant that your Submission is true, accurate and not misleading; that you own all right, title and interest, including copyright, to your Submission, and that your Submission is your own original work; that your Submission does not include the trade secret or confidential information of others, and does not infringe any other person's or entity's rights; and that you and any other person or entity (or its owner) mentioned or shown in your Submission hereby release and hold harmless Paradigm and its designees from and against any and all claims concerning Paradigm's or its designees' use, modification or distribution of the Submission or any part thereof. You must hold all necessary releases, licenses and consents concerning the contents of your Submission and rights to post, distribute, or transmit your Submission.

You agree that you will evaluate and bear all risks associated with your Submission and any disclosure in your Submission. Submissions will be available to Website users and to users of other websites and services.

#### **Disclaimer**

THE WEBSITE AND CONTENT AND ALL INFORMATION, CONTENT, SERVICES, PRODUCTS AND ACTIVITIES OFFERED, CONTAINED IN OR ADVERTISED ON THE WEBSITE, INCLUDING WITHOUT LIMITATION TEXT, VIDEO, GRAPHICS AND LINKS (COLLECTIVELY "INFORMATION"), ARE PROVIDED

ON AN "AS IS," "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PARADIGM AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, VENDORS, SUPPLIERS AND RELATED PARTIES (EXCEPT FOR YOU WITH REGARD TO YOUR SUBMISSIONS) DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH INFORMATION, CONTENT, SERVICES, PRODUCTS, ACTIVITIES AND MATERIALS, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS OR OMISSIONS IN THE FOREGOING, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SUITABILITY, FREEDOM FROM COMPUTER VIRUS, ACCURACY, RELIABILITY, SAFETY, NON-INTERRUPTION, PERFORMANCE, COURSE OF DEALING OR COURSE OF PERFORMANCE, OR COMPLIANCE WITH APPLICABLE LAW. YOUR USE OF THE WEBSITE AND ANY CONTENT IS ENTIRELY AT YOUR OWN RISK.

**MEDICAL ADVICE DISCLAIMER:** PARADIGM PROVIDES THE WEBSITE, INCLUDING THE INFORMATION FOR INFORMATIONAL PURPOSES ONLY. PARADIGM DOES NOT PROVIDE ANY MEDICAL ADVICE, AND THE INFORMATION SHOULD NOT BE SO CONSTRUED OR USED. USING AND ACCESSING THE WEBSITE AND PROVIDING PERSONAL OR MEDICAL INFORMATION THROUGH THE WEBSITE ARE NOT INTENDED TO AND DO NOT REPLACE THE SERVICES, ADVICE, ANALYSIS, TREATMENT, OR JUDGEMENT OF A LICENSED, TRAINED HEALTHCARE PROVIDER NOR ARE THEY INTENDED TO BE A SUBSTITUTE FOR MEDICAL ADVICE OF A TRAINED HEALTHCARE PROVIDER. YOU SHOULD NOT RELY ON ANYTHING CONTAINED ON THE WEBSITE AND YOU SHOULD ALWAYS CONSULT YOUR HEALTHCARE PROVIDER IN ALL MATTERS RELATING TO YOUR HEALTH. YOU HEREBY AGREE THAT YOU SHALL NOT MAKE ANY HEALTH OR MEDICAL RELATED DECISION BASED IN WHOLE OR IN PART ON ACCESS OR USE OF THE WEBSITE OR ANY INFORMATION PROVIDED THROUGH THE WEBSITE.

Nothing in these Terms or on the Website is intended to govern any Protected Health Information ("PHI") as defined under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA Rules"). To the extent Paradigm receives, creates, maintains, or transmits PHI in its capacity as a business associate (as defined under the HIPAA Rules), such PHI is governed exclusively by the HIPAA Rules and the terms of the applicable business associate agreement, and is not subject to these Terms or the Privacy Policy. For additional information, please refer to the Privacy Policy.

Without limiting the foregoing, you are responsible for taking all necessary precautions to ensure that any Content or access to the Website is free of viruses or other harmful code.

### **Modifications to the Website, Products, Services or Activities**

Paradigm reserves the right at any time and from time to time to modify, suspend or discontinue, temporarily or permanently, the Website, products, services or Activities or any portion thereof, with or without notice. You agree that Paradigm will not be liable to you or to any third party for any modification, suspension or discontinuance of a Website, product, service or Activity. You should retain copies of your Submissions that you may want to save and not rely on the Website to preserve your Submissions.

### **Suspension and Termination Rights**

Paradigm reserves the right, at its sole discretion, immediately and without notice, to suspend, discontinue, or terminate your access to the Website, products, services or any part thereof for any reason, including without limitation any breach by you of these Terms. You agree that Paradigm shall not be liable to you or any third party for any such suspension, discontinuance or termination.

### **Limitation on Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PARADIGM AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, LICENSEES, SUPPLIERS AND RELATED PARTIES DISCLAIM ALL LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE, USE, INABILITY TO USE OR PERFORMANCE OF, OR THE INFORMATION, CONTENT, PRODUCTS, SERVICES, ACTIVITIES OR MATERIALS AVAILABLE FROM OR THROUGH THE WEBSITE. IN NO EVENT SHALL PARADIGM OR ITS SUBSIDIARIES, AFFILIATES, LICENSORS, LICENSEES,

SUPPLIERS OR RELATED PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM (A) THE USE OF OR THE INABILITY TO USE THE WEBSITE, PRODUCTS, SERVICES OR ACTIVITIES, (B) ANY PRODUCTS OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH THE WEBSITE, (C) ANY LOSS OF, UNAUTHORIZED ACCESS TO, OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA, OR (D) PROCUREMENT OF ANY SUBSTITUTE PRODUCTS OR SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLES, EVEN IF PARADIGM OR ANY OF THOSE ENTITIES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR THE EXISTENCE OF ANY LIMITED REMEDY.

Exclusions and Limitations: Because some jurisdictions do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to you. This Limitation of Liability shall be to the maximum extent permitted by applicable law.

### **Notice Required by California Law**

Pursuant to California Civil Code Section 1789.3, California residents are entitled to the following specific consumer rights notice:

The name, address and telephone number of the provider of this service is Paradigm Management Services, LLC, 4890 W Kennedy Blvd, Suite 650, Tampa, FL 33609. Complaints regarding the service or requests to receive further information regarding use of this service may be sent to the above address or to [info@paradigmcorp.com](mailto:info@paradigmcorp.com) or (800) 676-6777. For privacy-related inquiries, please contact [compliance@paradigmcorp.com](mailto:compliance@paradigmcorp.com).

The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Boulevard, Suite N-112, Sacramento, CA 95834 or by telephone at (916) 445-1254 or (800) 952-5210.

### **Governing Law and Disputes**

These Terms shall be governed by, and will be construed in accordance with, the laws of the State of California U.S.A., without regard to choice of law principles. You irrevocably agree that the federal and state courts located in or for Walnut Creek, California, U.S.A., are the sole and exclusive forum and venue for any dispute, as the most convenient and appropriate to address any disputes, and you agree to submit to the jurisdiction and venue of such courts. You agree that to the fullest extent permitted by law: (1) no claims by you shall be joined with any other and you agree not to participate in any claim brought by others; (2) YOU HAVE NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE LITIGATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; (3) no claims shall be brought by you more than one (1) year after such claim has accrued; and (4) you have no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

The Website is controlled within the State of California, U.S.A., and directed to individuals residing in the United States. Those who choose to access the Website from locations outside the United States do so on their own initiative, and are responsible for compliance with local laws if and to the extent applicable. Paradigm does not represent that the Website or its Content are appropriate outside the United States. Access to the Website from jurisdictions or territories where the Contents of the Website are illegal or penalized is prohibited. Paradigm has no obligation to provide access to the Website, products, services or Activities and reserves the right to limit the availability of the Website to any person, geographic area or jurisdiction at any time in its sole discretion.

### **International Use**

If you are not a United States resident and you are accessing the Website from outside the United States, you agree to transfer certain information outside your home country to us and that you will follow all the laws that apply to you.

Paradigm's servers and operations are located in the United States and our policies and procedures are based on United States law. If you are located outside of the United States, information we collect

(including cookies) is processed and stored in the United States, which may not offer the same level of privacy protection as the country where you reside or of which you are a citizen. Because of this, the following provisions apply specifically to users located outside of the United States: (i) by using the Website and providing information to us, you consent to the transfer, storage, and processing of your information to and in the United States; (ii) if you are using the Website from a country embargoed by the United States, or are on the United States Treasury Department's list of "Specially Designated Nationals," you are not authorized to access or use the Website; and (iii) you agree to comply with all local laws, rules, and regulations including all laws, rules, and regulations in effect in the country in which you reside and the country from which you access the Website. The Website is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation, or that would subject Paradigm or its subsidiaries or affiliates to any registration requirement within such jurisdiction or country.

### **Miscellaneous**

These Terms set forth the entire understanding and agreement between you and Paradigm with respect to the subject matter hereof. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in that provision, and the other provisions shall remain in full force and effect. Headings are for reference only and in no way define, limit, construe or describe the scope or extent of such section. Paradigm's failure to act with respect to any failure by you or others to comply with these Terms does not waive its right to act with respect to subsequent or similar failures. You may not assign or transfer these Terms or your rights or obligations under these Terms without the prior written consent of Paradigm, and any assignment or transfer in violation of this provision shall be null and void. Paradigm may assign, transfer, sublicense or delegate our rights or obligations under these Terms either in whole or in part, at any time, at our sole discretion, and without your consent. There are no third party beneficiaries to these Terms. No joint venture, partnership, shareholder, employment or agency relationship exists between Paradigm and you as a result of agreeing to these Terms or your use of the Website, products, services or Activities.

### **Questions**

If you have a question about the Website, please contact Paradigm using the information below:

Mail:

**Paradigm Management Services, LLC,**  
Attn: Legal & Compliance  
4890 W Kennedy Blvd, Suite 650  
Tampa, FL 33609

Email: [info@paradigmcorp.com](mailto:info@paradigmcorp.com) (general inquiries);  
[compliance@paradigmcorp.com](mailto:compliance@paradigmcorp.com) (privacy-related inquiries).

Phone: (800) 676-6777

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