

Valhalla
Primary User's Mobile App Terms of Use

Last Modified: 07/28/2021

IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, PLEASE CONTACT YOUR LOCAL EMERGENCY SERVICES OR DIAL 9-1-1 ON YOUR TELEPHONE. ALLEVIA DOES NOT PROVIDE EMERGENCY SERVICES.

Acceptance of the Terms of Use

These terms of use are entered into by and between you (“**you**” or the “**Primary User**”) and Valhalla Healthcare, Inc. (“**Company**”, “**Valhalla**,” “**we**” or “**us**”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, the “**Terms of Use**”), govern your access to and use of the Allevia mobile software application (“**Allevia**”), including any content, functionality, and services offered on or through Allevia.

Please read the Terms of Use carefully before you start to use Allevia. This is a legally binding agreement and the equivalent of a signed, written contract.

By clicking to agree to the Terms of Use when this option is made available to you, you represent that you have read and considered these Terms of Use, and that you accept and agree to be bound and abide by these Terms of Use.

Following your agreement to the Terms of Use, you will be asked to review, consider, and agree to two additional documents: our Privacy Policy (which can be viewed by clicking [here](#)), and a Business Associate Agreement (which can be viewed by clicking [here](#)), both of which (along with any revisions thereto) are incorporated herein by reference. Once you have indicated your agreement to all three documents, a copy of each will be sent to the email address that you provided.

You will not be allowed to access or use Allevia unless you indicate your agreement to all three documents. Following any revision to the Terms of Use, Privacy Policy, or Authorization to Use and Disclose PHI, you will not be allowed to continue to access or use Allevia unless you indicate your agreement to all three documents.

If you do not want to agree to these Terms of Use, the Privacy Policy, or the Business Associate Agreement, or to any revision of any of these documents, then you must not access or use Allevia.

Allevia is offered and available to users who are 18 years of age or older, and reside in the United States or any of its territories or possessions. By using Allevia, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use Allevia.

Important Note for Providers

You are registering for a “Provider” account. By clicking to agree to the Terms of Use, you represent that you are a physician or other health care professional, fully licensed to practice in your state, with all required controlled substances registrations (if applicable) and with at least the minimum legally required professional liability insurance coverage. If you experience a change in licensure, insurance, or controlled substances registration in future, please contact Customer Service immediately for further instruction.

Definitions

Allevia. Allevia is a software application that uses artificial intelligence and machine learning to streamline the clinical documentation process.

Network. Your Network is made up of the Primary User and any Providers whom the Primary User has invited to participate in the Primary User’s Network. The Primary User and the Providers in that Primary User’s Network are the “**Network Members.**”

Health Profile. A Health Profile is a document that analyzes and summarizes the information that the Primary User communicates to Allevia. Allevia will take that information and assemble it into a summary for the Primary User to review and (if necessary) correct. Allevia will then transform that into a clinical summary for Providers to use. That clinical summary is the Health Profile.

Primary User. You are the Primary User – the individual who will interact with Allevia to create a Health Profile for transmission to a Provider.

Primary User Information. All information and documents that are communicated or uploaded to Allevia by Network Members, and all information and documents that Allevia develops as a result, comprise the Primary User Information. Primary User Information also includes, without limitation, the Primary User’s account information and Health Profiles.

Provider. A Provider is any healthcare provider, healthcare practice, or hospital that the Primary User authorizes to receive his/her Health Profile.

The Company and Allevia Are Not Health Care Providers

Allevia facilitates the clinical documentation process by receiving information from a Primary User, transforming it into an easy-to-use clinical document format, and providing it to the authorized Provider(s). The Company is not a health care provider, and we will not provide you with health care advice. As a Provider, any health care advice, diagnosis, treatment, or consultation that you communicate by means of Allevia shall be the product of your professional medical judgment, and is solely your responsibility. You agree that you shall not rely on the Company, and that the Company shall have no responsibility or liability, for the truth, accuracy, or efficacy of any diagnosis, treatment plan, prescription, treatment (as well as any decision not to conduct treatment), or any other form of medical or health care that is developed, discussed, or otherwise communicated or conducted by means of or in connection with Allevia.

Do Not Use Allevia To Obtain Emergency Services or Urgent Care

Allevia does not provide or facilitate emergency services or urgent care. If your patient (or anyone else) is experiencing a medical emergency or other urgent health issue, do NOT attempt to obtain emergency or urgent medical care through Allevia. Please call 9-1-1 on your telephone, contact your local emergency or urgent care service providers directly by phone, or proceed as you determine in your medical judgment.

Use Allevia Ethically and Within Your Scope of Professional Practice

As a licensed health professional, you understand the importance of caring for patients in compliance with laws, rules, regulations, and codes of ethics, and within the permitted scope of your licensed practice.

By agreeing to these Terms of Use, you represent and warrant that you will only use Allevia in ways that comply with the statutes, rules, regulations, and codes of ethics that govern your profession in your state, and that you will only use Allevia to provide services that are within the scope of practice that your licensure permits.

Use of Allevia May Be Regulated By Your State's Telemedicine/Telehealth Laws

Many states have begun to regulate the provision of clinical care (such as diagnosis, consultation, and treatment) by telephone, interactive audio or video, email, and other methods of electronic communication. For example, certain states require that you be present in the same state as your patient; some states require that you have a minimum level of personal contact with your patient in addition to electronic communications.

Valhalla cannot, and does not, guarantee that your particular use of Allevia will be in compliance with telemedicine/telehealth laws and regulations. It is your responsibility to assure that you are in compliance with the laws and regulations in your jurisdiction.

If you have questions about how to be certain that you are complying with the relevant telemedicine/telehealth laws and regulations, please call your governing medical licensing board(s).

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of Allevia thereafter.

We will notify you of changes to the Terms of Use by means of the email address that you have provided. To continue using or accessing Allevia, you will be required to agree to such revised Terms of Use.

Company's License to You

Company grants you a single, non-exclusive, non-transferable, and limited personal license to access and use Allevia. This license is conditioned on your continued compliance with this Terms of Use. You may not rent, lease, lend, sell, transfer, redistribute, or sublicense Allevia and if you sell or otherwise transfer a device on which Allevia is installed to a third party, you must remove Allevia from such device before doing so. You may not copy, decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of Allevia, any updates, or any part thereof (except as and only to the extent that any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open-sourced components included with Allevia).

Electronic Signatures

You agree to be bound by any affirmation, assent, or agreement that you transmit to Company using Allevia, including but not limited to any consent you give to receive communications from Company solely through electronic transmission. You agree that, when in the future you click on an “I agree,” “I consent,” or other similarly worded “button” or entry field in Allevia, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.

Carrier Charges

Your carrier’s data rates may apply to your use of Allevia.

Accessing Allevia and Account Security

We reserve the right to withdraw or amend Allevia, and any service or material we provide on Allevia, in our sole discretion without notice. We will not be liable if for any reason all or any part of Allevia is unavailable at any time or for any period. From time to time, we may restrict access to some parts of Allevia, or the entire App, to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to Allevia.
- Ensuring that all persons who access Allevia through your internet or cellular data connection are aware of these Terms of Use and comply with them.
- Ensuring that we have your correct contact information, including your email address, phone number, and mailing address, and that you inform us promptly of any changes in your contact information. Failure to do so may cause you not to receive critical information about the Primary User’s health care, and critical notifications about changes to the Terms of Use or other policies that govern your use of Allevia.

You acknowledge and agree that we are not responsible and shall not be liable for any injury, inconvenience, or other damages caused by your failure to maintain accurate and current contact information.

You may obtain a free copy of all the data in your account, including all Primary User Information and uploaded data, as a secure download by following the instructions on this page. This right is subject to the Company's right to delete the information associated with your account, as permitted by law, described below.

To access Allevia or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of Allevia that all the information you provide on Allevia is correct, current, and complete. You agree that all information you provide to register with Allevia or otherwise, including but not limited to through the use of any interactive features on Allevia, is governed by our Privacy Policy and Business Associate Agreement, and you consent to all actions we take with respect to your information that are consistent with those documents.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to Allevia or portions of it using your user name, password, or other security information. You agree to notify us immediately if there is any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a computer or mobile device that is not your own, so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Intellectual Property Rights

Allevia and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof), are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use Allevia for your personal, non-commercial use only. (This prohibition on non-commercial use does not prohibit your use of Allevia to communicate with Network Members.) You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our App, including without limitation any text, illustrations, photographs, graphics, video, or audio sequences ("Content"), except as follows:

- Your computer or mobile device may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.

- You may download a single copy of Allevia to your computer or mobile device solely for your own personal, non-commercial use, not for further reproduction, publication, or distribution.
- You may download secure copies of the data associated with your account, including Primary User Information and uploaded data, as described above.

You must not:

- Modify copies of any materials from Allevia.
- Use any Content from Allevia in any context except within Allevia; provided that you shall be permitted to modify and use any Content created by you or another member of your Network that does not violate the intellectual property rights of any third party.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

You must not access or use for any purposes, commercial or otherwise, any part of Allevia or any services or materials available through Allevia, except for the intended purposes as described in these Terms of Use.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of Allevia except as expressly permitted by the Terms of Use, your right to use Allevia will cease immediately. No right, title, or interest in or to Allevia or any content on Allevia is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of Allevia not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Trademarks

“Allevia,” the Company name, the Allevia logo, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on Allevia are the trademarks of their respective owners.

Prohibited Uses

You may use Allevia only for lawful purposes and in accordance with these Terms of Use. You agree that:

- You will not use Allevia in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries, any laws or regulations governing telemedicine or telehealth, and any law governing the privacy or security of health information, such as HIPAA, or that would cause the Company to violate any such law or regulation.

- You will not use Allevia to communicate or store “psychotherapy notes,” as that phrase is defined by HIPAA.

- You will not use Allevia to exploit, harm, or attempt to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.

- You will not use any electronic communication feature of Allevia for any purpose that is unlawful, tortious, abusive, intrusive on another’s privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening, or hateful.

- You will not use Allevia to upload, post, reproduce, or distribute any information, software, or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights.

- You will only use Allevia to collect or store information about the Primary User in a Network to which you have been invited.

- You will not use Allevia for any commercial purpose not expressly approved by Company in writing. You will not use Allevia to upload, post, email, or otherwise transmit any advertising or promotional materials, including without limitation “junk mail,” “surveys,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation or unauthorized communication.

- You will not upload, post, email, or otherwise transmit any material that contains viruses or any other computer code, files, or programs that might interrupt, limit, or interfere with the functionality of any computer software or hardware or telecommunications equipment.

- You will not use Allevia when you are driving a motor vehicle, even if doing so is legally permitted in your location.

- You will not impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including without limitation by using e-mail addresses or screen names associated with any of the foregoing).

- You will not engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of Allevia, or that, as determined by us, may harm the Company or users of Allevia or expose them to liability.

Additionally, you agree not to:

- Use Allevia in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of Allevia, including their ability to engage in real time activities through Allevia.

- Use any robot, spider, or other automatic device, process, or means to access Allevia for any purpose, including monitoring or copying any of the material on Allevia.

- Use any manual process to monitor or copy any of the material on Allevia or for any

other unauthorized purpose without our prior written consent.

- Use any device, software, or routine that interferes with the proper working of Allevia.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of Allevia, the server on which Allevia is stored, or any server, computer, or database connected to Allevia.
- Attack the Company or Allevia via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of Allevia.

Your Right to Terminate

You may terminate your Valhalla account for any reason and at any time by notifying us at support@valhalla.healthcare. Please keep in mind that terminating your Valhalla account may affect your ability to provide continuous care to your patients. It is your responsibility to assure that you meet all your obligations in connection with patient care and patient communications.

Monitoring and Enforcement; Termination by Valhalla

We have the right to:

- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of Allevia.
- Terminate or suspend your access to all or part of Allevia for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through Allevia. YOU WAIVE AND HOLD HARMLESS THE COMPANY FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER THE COMPANY OR LAW ENFORCEMENT AUTHORITIES.

All electronic communications using Allevia shall be encrypted. You acknowledge that there is nevertheless a risk that data, including email, electronic communications, and personal data, may be accessed by unauthorized third parties when communicated between you and Company or between you and other parties.

The Company, its affiliates, and its agents may monitor your use of Allevia to evaluate the quality of service you receive, your compliance with the Terms of Use, the security of Allevia, or for other reasons. You agree that such monitoring activities will not entitle you to any cause of action or other right with respect to the manner in which Company or its affiliates or agents monitor your use of Allevia and enforces or fails to enforce the Terms of Use or any other agreement. In no event will

Company or any of its affiliates or agents be liable for any costs, damages, expenses, or any other liabilities incurred by you as a result of monitoring activities by Company or its affiliates or agents.

However, we cannot review all material before it is posted on Allevia, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

The Company may terminate your account and your use of Allevia for any reason, including, among other things: your non-payment; your decision to cancel; the Company's dissolution; and your violation of the Terms of Use. If your account is terminated, Company may, in its sole discretion, delete and destroy any or all data associated with your account, including without limitation Primary User Information, to the extent allowed by law.

Obtaining your Health Data

At any time prior to the termination of your account, you may obtain a full copy of your Primary User Information for free by following the instructions listed here.

After termination of your account, your Primary User Information may no longer be available. It is very important to make sure that you and/or your Provider(s) obtain from Valhalla whatever records you wish to keep before your account is terminated.

Content Standards

All Primary User Information and use of Allevia must comply with these Content Standards. Primary User Information must in its entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, Primary User Information must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.

- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Reliance on Information Posted

Except for information about your account and the status of membership in your Network, the information and other content that you may encounter or obtain through your use of Allevia is created entirely by third parties within your Network, not by the Company. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to Allevia, or by anyone who may be informed of any of its contents.

Allevia may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible or liable to you or any third party for the content or accuracy of any materials provided by any third parties.

Information About You and Your Use of Allevia

All information we collect on Allevia is subject to our Privacy Policy, Authorizations to Use and Disclose PHI, and Business Associate Agreements. By using Allevia, you consent to all actions taken by us with respect to your information in compliance with these documents.

Geographic Restrictions

The Company that owns Allevia is based in the State of Texas in the United States. We provide Allevia for use only by persons located in the United States. We make no claims that Allevia or any of its content is accessible or appropriate outside of the United States. Access to Allevia may not be legal by certain persons or in certain countries. If you access Allevia from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

YOUR USE OF ALLEVIA, ITS CONTENT, AND ANY INFORMATION OR SERVICES OBTAINED

THROUGH ALLEVIA IS AT YOUR OWN RISK. ALLEVIA, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH ALLEVIA ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF ALLEVIA OR ANY INFORMATION OR SERVICES TRANSMITTED OR OBTAINED BY MEANS OF ALLEVIA. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT ALLEVIA, ITS CONTENT, OR ANY INFORMATION OR SERVICES OBTAINED THROUGH ALLEVIA WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT ALLEVIA OR ANY INFORMATION OR SERVICES OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification and Covenant Not To Sue

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, penalties, audits, consent decrees, or fees (including attorneys’ fees) arising out of or relating to (i) your negligence or willful misconduct, including without limitation your professional malpractice, (ii) your breach or violation of any of the Terms of Use, the Privacy Policy, the Business Associate Agreement, or any other agreement, (iii) your failure to maintain the secrecy and security of your login information (such as your username and password) or any Primary User Information, or (iv) your failure to comply with HIPAA, (v) the unauthorized disclosure or breach of any Protected Health Information (as defined under HIPAA), or (vi) your use of Allevia, including, but not limited to, any use of Allevia’s content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from Allevia.

You further agree to indemnify, defend, and hold Company harmless from and against any claims, suits, actions, causes of action, losses, or the like, (collectively, “Claims”), including without limitation legal fees and costs, brought against Company by any third party or parties, in connection with any claim for liability (including without limitation medical malpractice liability) arising from or relating to the provision of medical or health care, including without limitation any diagnosis, prescription, treatment plan, or treatment (including the failure to provide treatment), whether or not developed, discussed, or otherwise communicated or conducted by means of Allevia.

You agree that you, and your agents, representatives, estate, successors, and assigns, shall not seek, sue to obtain, or obtain compensation, damages, indemnification, contribution, or other remedy from Company for any losses, injuries, harm, or other liabilities that arise from or relate to the use of Allevia by you or any other person or entity in connection with a patient’s health care, diagnosis, treatment plan, or the provision of treatment (or failure to provide treatment), whether or not the

result of professional malpractice, and including (without limitation) losses, injuries, harm, and other liabilities caused by the failure by you or any other member of a Primary User's Network to communicate with each other effectively, accurately, timely, or at all.

Limitation on Liability

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, ALLEVIA, ANY WEBSITES LINKED TO IT, ANY CONTENT ON ALLEVIA OR LINKED WEBSITES, OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH ALLEVIA OR SUCH LINKED WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE, IN EXCESS OF THE AMOUNT THAT YOU HAVE PAID TO THE COMPANY.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Governing Law and Jurisdiction

All matters relating to Allevia and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule.

All matters relating to Allevia and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims) shall be determined by binding arbitration before a single arbitrator carried out in accordance with the commercial dispute rules of the American Arbitration Association. Such arbitration shall be heard in Houston, Texas, and either party may enter the final ruling of the arbitrator for judgment in a court of competent jurisdiction. The fees of the Association and the arbitrator shall be divided equally between the parties, and each party otherwise shall pay its own legal fees and related expenses. The arbitrator shall have the authority to order any remedies, legal or equitable, which a party could obtain from a court of competent jurisdiction based on the claims asserted (except attorneys' fees and costs), and nothing more; provided, however, there shall be no authority for a dispute to be arbitrated on a class action basis, nor shall consolidation or joinder with the claims of another person be permitted. The arbitrator shall prepare a written decision setting forth his or her findings of fact and law. Subject to the FAA and other applicable law, the arbitrator's award shall be final and binding, without right of appeal. Any party may seek to have judgment entered upon the award by a court of competent jurisdiction.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR ALLEVIA MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver of by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use, our Privacy Policy, the Authorization to Use and Disclose PHI, and any relevant agreement or terms of use to which you have agreed pursuant to your decision to download Allevia, constitute the sole and entire agreement between you and Valhalla, Inc., with respect to Allevia and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to Allevia.

Your Comments and Concerns

All other feedback, comments, requests for technical support and other communications relating to Allevia should be directed to: support@valhalla.healthcare.

