

TERMS OF USE

PLEASE READ THESE TERMS CAREFULLY. THIS IS A LEGAL AGREEMENT BETWEEN YOU AND PROVIDER ALLIANCE, LLC AND THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS.

These Terms of Use (“Terms”) constitute a legally binding agreement between you and Provider Alliance, LLC (“Provider Alliance”) and shall govern your access and use of the Provider Alliance website, content, and related services.

General

By accessing or using the Provider Alliance website and related services, you agree to be bound by these Terms. Only by agreeing to these Terms may you access and use the Provider Alliance website and related services. You represent and warrant that you are at least 18 years of age and that you have the right, authority, and capacity to enter into and abide by these Terms.

Modification of the Terms

Provider Alliance reserves the right to modify or terminate the Provider Alliance website and related services or any portion thereof at any time and for any reason without notice. Provider Alliance may amend the Terms from time to time at its sole discretion. Amendments or changes to these Terms shall be effective upon Provider Alliance’s posting of such amendments or changes. Your continued access to and/or use of the website and related services will be subject to your acceptance of any amendments or changes to these Terms.

Usage Termination

Provider Alliance reserves the right to modify or terminate your access to and use of the Provider Alliance website and related services or any portion thereof at any time and for any reason. You are personally liable for any orders that you place or charges that you incur prior to termination.

Restrictions

With respect to your access to and use of the Provider Alliance website and related services, you may not:

- a. Violate any federal, state, or local law, statute, rule, permit, ordinance, or regulation;
- b. Remove any copyright, trademark, or other proprietary notices from any portion of the Provider Alliance website;
- c. Attempt to gain unauthorized access to or impair any aspect of the Provider Alliance website or its related systems or networks;
- d. Use the Provider Alliance website and related services to post information or interact in any way that is false, inaccurate, misleading (directly or by omission or failure to update information), defamatory, libelous, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, or illegal.

Disclaimers and Limitation of Liability

THE WEBSITE IS PROVIDED ON AN “AS IS” AND ON AN “AS AVAILABLE” BASIS. PROVIDER ALLIANCE DOES NOT WARRANT THAT USE OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE. PROVIDER ALLIANCE DOES NOT WARRANT THE

PRICING ACCURACY, INTEGRITY OR COMPLETENESS OF THE CONTENT PROVIDED ON THE WEBSITE OR THE PRODUCTS OR SERVICES OFFERED FOR SALE ON THE WEBSITE. IN GENERAL, PROVIDER ALLIANCE DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY ARISING FROM THE COURSE OF DEALING, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AS TO THE PROVIDER ALLIANCE WEBSITE AND RELATED SERVICES. PROVIDER ALLIANCE FURTHER DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS WITH RESPECT TO RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE PROVIDER ALLIANCE WEBSITE AND RELATED SERVICES. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE PROVIDER ALLIANCE WEBSITE AND RELATED SERVICES REMAINS SOLELY WITH YOU TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

IN NO EVENT WILL PROVIDER ALLIANCE, ITS AFFILIATES, ITS REPRESENTATIVES, OR TECHNOLOGY PROVIDER AFFILIATES HAVE ANY LIABILITY FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING IN ANY WAY FROM ANY USE OF THE PROVIDER ALLIANCE WEBSITE AND RELATED SERVICES, WHETHER OR NOT PROVIDER ALLIANCE HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES. PROVIDER ALLIANCE SHALL NOT BE LIABLE FOR DAMAGES, LIABILITY, OR LOSSES ARISING OUT OF: (I) YOUR USE OF THE PROVIDER ALLIANCE WEBSITE AND RELATED SERVICES, OR YOUR INABILITY TO ACCESS OR USE THE PROVIDER ALLIANCE WEBSITE AND RELATED SERVICES; (II) YOUR RELIANCE ON ANY INFORMATION OBTAINED FROM THE PROVIDER ALLIANCE WEBSITE AND RELATED SERVICES THAT RESULTS IN MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OR CORRUPTION OF FILES, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE; (III) THE SERVICES AND/OR PRODUCTS SOLD OR PROVIDED TO YOU BY A THIRD-PARTY PROVIDER ALLIANCE SUPPLIER; OR (IV) DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND PROVIDER ALLIANCE'S REASONABLE CONTROL.

If you are not satisfied with your purchase, please contact the Provider Alliance Supplier from which you placed your order. Under no circumstances is Provider Alliance, its representatives, or technology provider affiliates be responsible or liable for product or service quality, fit, function, or resolution of disputes between you and any Provider Alliance Supplier.

Product Image Accuracy Disclaimer

The Provider Alliance website attempts to display product images shown on the website as accurately as possible. However, Provider Alliance cannot guarantee that the color you see matches the product color, as the display of the color depends, in part, upon the monitor you are using. In addition, some images are "stock images" and depict as representation of the product rather than the actual product. In most cases, there will be some indication that such photos are not the actual product.

Pricing Errors and Inaccuracy Disclaimer

Product information to include product descriptions, pricing, and availability may contain errors or inaccuracies and may not always be up to date. Provider Alliance therefore, reserves the right to correct any errors/inaccuracies and to change or update information at any time including after you have submitted your order. In the event that you feel an error or inaccuracy has occurred with your order, please contact the Provider Alliance Supplier directly to help remediate the issue. Provider Alliance

reserves the right to cancel and refund any order. Refer to the Provider Alliance “Returns & Refund Policy” for more information.

Indemnity

You shall indemnify, defend, and hold harmless Provider Alliance and its affiliates and their officers, directors, employees, and agents from and against any and all claims, damages, losses, judgments, liens, penalties, interest, and expenses, including but not limited to reasonable attorneys’ fees, arising or alleged to arise or resulting from (i) your use of the Provider Alliance website and related services; (ii) the inaccuracy of any representations or warranties of you as stated herein; (iii) your breach or failure to comply with these Terms; and (iv) any of your acts, errors or omissions in connection with your access and use of the Provider Alliance website and related services.

Severability

You acknowledge that these Terms are reasonable, valid, and enforceable. However, if any part of these Terms is held by a court of competent jurisdiction to be invalid, such provision shall be reduced in scope only to the extent deemed necessary to render the provision reasonable and enforceable, and the remainder of the provisions of these Terms will in no way be affected or invalidated as a result.

Where any provision in these Terms is found to be unenforceable, Provider Alliance shall make reasonable efforts to replace the invalid or unenforceable provision with a valid and enforceable substitute provision, the effect of which is as close as possible to the intended effect of the original invalid or unenforceable provision.

Applicable Law

These Terms shall be construed and enforced in accordance with the laws of the State of Missouri. You agree that any dispute involving these Terms or any aspect of the Provider Alliance website and related services provided pursuant to these Terms shall be heard only in the (i) Circuit Court of St. Charles, Missouri, or (ii) the United States District Court for the Eastern District of Missouri, and you hereby consent to the jurisdiction of those courts.