



## TERMS AND CONDITIONS OF APPLICATION USE

In the event a contractual agreement (“Contract”) covers the relationship between Ride RoundTrip, Inc. (“Roundtrip”) and User, the Contract terms shall supersede these Terms and Conditions

**Access to Application.** By using Roundtrip’s web site and associated web and mobile applications (the “Application”), User agrees to these terms and conditions, which shall be binding upon and inure to the benefit of Roundtrip and User, including their respective successors and assigns Roundtrip will provide User with access to the Application in accordance with the terms and conditions set forth herein. User will use commercially reasonable efforts to prevent unauthorized access to, or use of, the Application, and notify RoundTrip promptly of any such unauthorized use known to User. Nothing contained herein, express or implied, is intended to confer upon any person or entity other than Roundtrip and User (and their authorized users, respective successors in interest and permitted assigns) any rights or remedies under or by reason of these Terms and Conditions.

**Application Use.** The Application shall be used only to request and schedule non-emergency medical transportation and non-medical transportation; User is prohibited from using the Application for any other purpose, including requesting emergency medical transportation, and, but not limited to, monitoring Application functionality, or for any other benchmarking or competitive purposes. User shall be solely responsible for compliance with all laws, regulations and ordinances connected with User’s access to and utilization of the Application.

**Restrictions.** Except as expressly set forth herein, User may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works based on, distribute, perform, publicly display, or in any way commercially exploit, the Application, any of the content offered therein, or any software or other materials incorporated therein, in whole or in part. User agrees not to duplicate, translate, modify, copy, printout, disassemble, create any derivative work of, reverse engineer, reverse assemble, decompile or otherwise tamper with, or attempt to gain access to the source code of, the Roundtrip Services (“Services”) or any software provided therewith, or access or use the Services (or any part thereof) to build the same or similar service or for any competitive or benchmarking purposes. User shall not cause or encourage any third party to do any of the foregoing. Use of the Application or Services to violate the laws of the United States, or of any State, or to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including those that are deemed threatening or obscene, or engage in any kind of illegal activity is expressly prohibited. User will not run Maillist, Listserv, any form of auto-responder, or “spam” on the Application, or any processes that run or are activated while User is not logged in. User may not attempt to reverse engineer or decompile any software used on the Application or in the Services. Use of the Application and Services for promotional or commercial purposes is prohibited except as expressly permitted by Roundtrip. User shall not use any device, software or routine that interferes with the proper working of the Application or the Service, or otherwise attempt to interfere with the proper working of the Service. User shall not use any robot, spider, Service search/retrieval application or other automated device, process or means to access, retrieve, scrape or index the Application, the Service, or any Application content. User shall not introduce viruses, worms, or other technologies that seek to injure or adversely affect Roundtrip property or interests, or the personal or property or interests of User. User shall not post or transmit, or cause to be posted or transmitted, any



communication or solicitation designed or intended to obtain password, account, or other private information regarding the account of any other User. User will not solicit personal information from minors. User shall not take any action that imposes, or may impose, an unreasonable or disproportionately large load on Roundtrip's computer systems, as determined by Roundtrip in its discretion. User will not assist or enable or encourage others to perform actions which User is prohibited from conducting.

**CONFIDENTIAL INFORMATION:** Roundtrip and User recognize and acknowledge that, by virtue of User's accessing the Application, Roundtrip and User may have access to certain information of the other party that is confidential and constitutes proprietary, valuable, special and unique property of the other party. Roundtrip and User agree that they shall not at any time following User's agreement to these Terms and Conditions, disclose to others, use, copy or permit to be copied, without the express prior written consent of the entity whose confidential information is so disclosed or used, except pursuant to the performance of such entity's duties hereunder, any confidential or proprietary information of the other entity, including, but not limited to, information which concerns patients, costs, methods of operation or marketing, and which is not otherwise available to the public. Except for disclosure to an entity's legal counsel, accountants or financial advisors, neither entity shall disclose these Terms and Conditions to any third party unless disclosure thereof is required by law or otherwise authorized by these Terms and Conditions or consented to in writing by the other party. Unauthorized disclosure of information described in this paragraph shall provide the non-disclosing entity with the option of pursuing any available legal remedies (including injunctive relief) or, on the part of Roundtrip, the option for immediate termination of User's access to the Application.

**User Data.** User is solely responsible for any and all obligations with respect to the accuracy, quality and legality of User Data. User will obtain all third-party licenses, consents and permissions needed for Roundtrip to use the User Data to provide the Services. Without limiting the foregoing, User will be solely responsible for obtaining from third parties all necessary rights for RoundTrip to use the User Data submitted by or on behalf of User for the purposes set forth in this agreement. User warrants, represents and covenants that it will not contribute any User Data that (a) infringes any copyright, trademark or patent; (b) misappropriates any trade secrets; (c) is infringing, libelous, defamatory, obscene, pornographic, abusive, or offensive; (d) contains viruses, worms or other malicious computer programming codes intended to damage Roundtrip's systems or data; or (e) otherwise violates any law or right of any third party.

**HIPAA Compliance:** To the extent applicable, the parties shall abide by all state and federal regulations concerning the confidentiality of patient medical records, including, without limitation, the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d-d8 ("HIPAA"); and the requirements of any regulation promulgated thereunder including, without limitation, the federal privacy regulations as contained in 45 CFR Part 142 and the federal security standards as contained in 45 CFR Part 142.

**Ownership and Reservation of Rights.** The Application and all intellectual property rights in the application are the exclusive property of Roundtrip and its suppliers. All rights in and to the Application not expressly granted to User in these Terms and Conditions are reserved by Roundtrip and its suppliers. Except as expressly set forth herein, no express or implied license or right of any kind is granted to User regarding the Application or any part thereof.

**Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, ROUNDTRIP DOES NOT MAKE ANY WARRANTY



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**Exclusion of Consequential and Related Damages.** EXCEPT WITH RESPECT TO EXCLUDED LIABILITY, IN NO EVENT WILL ROUNDTRIP OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF USER OR ITS AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF USER OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THIS DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.