

POSITIVE PATH PLLC TERMS OF USE

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Positive Path PLLC may change, suspend, modify, or discontinue all or any part of the Sites in its sole discretion with or without notice. Positive Path PLLC is not liable if all or any part of a Site is, for any reason, unavailable at any time or for any period. Positive Path PLLC reserves the right to block or deny access to any of the Sites to anyone at any time for any reason. Positive Path PLLC is not obligated to correct or update any information or content on the Sites.

POSITIVE PATH PLLC TERMS OF USE

These terms of use (together with any additional terms, as described below) (“Terms of Use”) are an agreement between Positive Path PLLC and the individuals that use the Sites (“users,” “you,” or “your”). The Terms of Use govern your access to and use of the Sites. Subject to your full and ongoing compliance with these Terms of Use, Positive Path PLLC hereby grants you a limited and revocable right to access and use the Sites, solely for their intended purposes. If you use or access the Sites on behalf of a business or other entity, you must have authority to bind that business/entity. In such case, the term “you” includes the business/entity and any of its agents that use or access the Sites. By using or accessing the Sites, you represent and warrant that you are of legal age to accept these Terms of Use and form a binding contract with Positive Path PLLC.

We may now or in the future offer multiple platforms (the “Positive Path PLLC Platforms”) through our Sites for use in accessing our Services. To use the Platforms, you must adhere to any additional terms and conditions specific to each Platform, as identified below and/or presented to you at the time you use the Platforms. Certain offerings on the Sites may be free of charge or offered for a fee, and we reserve the right to change what Services are offered free of charge or for a fee, and the fees charged for any given Service.

PLEASE READ THE TERMS OF USE CAREFULLY. BY ACCESSING ANY PAGES ON THE SITES; CREATING AN ACCOUNT; USING ANY SERVICES MADE AVAILABLE THROUGH THE SITES; POSTING, SUBMITTING, TRANSMITTING, OR UPLOADING ANY INFORMATION OR CONTENT THROUGH THE SITES; OR USING ANY PLATFORM, YOU EXPRESSLY AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS OF USE AND ANY APPLICABLE POLICIES AND DISCLAIMERS REFERENCED HEREIN OR ON THE SITES. DO NOT USE THE SITES IF YOU DO NOT AGREE TO THE TERMS OF USE AND ALL APPLICABLE POLICIES AND DISCLAIMERS.

Changes to the Terms of Use

As stated above, Positive Path PLLC reserves the right to update or modify the Terms of Use at any time, with or without prior notice. Any such changes will become effective upon the earlier of (i) the first time you use the Sites or Services with actual notice of the change(s), or (ii) 30 days after the change(s) are publicly posted on the Sites. Disputes arising under these Terms will be resolved in accordance with the version of the Terms of Use in place at the time the dispute arose. We use reasonable efforts to ensure that the Terms of Use identify the last date of update.

In the case of material changes to the Terms, Positive Path PLLC will make reasonable efforts to notify you of the change, such as by sending an email to any address we have on file, displaying a pop-up window on the Sites, or other similar mechanism. We encourage you to review the Terms of Use frequently to stay informed of any changes.

Account Access and Security

You may be required to register and create an account to access some content and functionality on the Sites and/or Platforms. You may be required to provide personal information, such as an email and password, to create an account, as described in our Privacy Notice.

You are responsible for maintaining the confidentiality of your account, password, and other information. By creating an account, you agree that such account is intended for your use only, and you agree not to allow any other person to access it. You agree to notify Positive Path PLLC immediately if you become aware of any unauthorized access to or use of your account. You may be required to log out from your account at the end of each session. You should use caution when accessing your account from a public or shared computer so that others are not able to view or access your information. Positive Path PLLC may disable an account at any time in its sole discretion. Circumventing account access controls may be a violation of law.

Any information you provide to Positive Path PLLC must be correct, current, and complete. Our use of your information is governed by our Privacy Notice. By providing us with personal information, you consent to our use of such information as described in our Privacy Notice.

User Content

The Sites may now or in the future contain Services that use information you have provided to Positive Path PLLC and that allow you and others to post, submit, publish, display, or otherwise transmit (“post”) various information and materials (“User Content”), which may include answers in response to questions, comments, documents, and other similar content. Other than personally identifiable information that you provide to us and except as expressly provided in these Terms of Use or the policies applicable to any Positive Path PLLC Platform, User Content is and will be considered non-confidential and non-proprietary. You retain ownership rights in and to your User Content, and by posting User Content to the Sites, you hereby grant Positive Path PLLC an unrestricted, non-exclusive, perpetual, royalty-free, worldwide, transferable, sublicensable, and irrevocable license and right, but not an obligation,

to use, edit, alter, copy, reproduce, disclose, display, publish, prepare derivative works from, perform, market, distribute, exhibit, broadcast, or otherwise use such User Content and derivatives thereof, in whole or in part, and in any form, media, or technology now known or hereafter developed.

Positive Path PLLC is under no obligation to use, return, review, or respond to User Content. You understand and acknowledge that you are responsible for any User Content you post. By providing User Content, you represent and warrant that: (a) you own or control all rights in and to such User Content, (b) you have the right to grant Positive Path PLLC the license to such User Content that is described above, and (c) the User Content you provide does and will comply with these Terms of Use, including the Content Standards below. You have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness, as further explained in the [Content Standards](#).

Reliance on Posted Information

The Sites may include content provided by persons or entities other than Positive Path PLLC (“third parties”). Other than content provided by Positive Path PLLC, all statements and/or opinions expressed, including all articles, responses to questions, and other content are solely the opinions and the responsibility of the party providing those materials. Positive Path PLLC is not responsible for the content of any materials provided by third parties, and Positive Path PLLC does not warrant the accuracy, completeness, or reliability of any such information. Information provided by Positive Path PLLC on the Sites is informational only. Positive Path PLLC does not guarantee the accuracy of information provided on the Sites.

Content Standards

You agree that you will not post any User Content that (a) infringes on or violates any intellectual property rights, (b) fails to comply with applicable laws and regulations, or (c) contains any expressions of hate, abuse, offensive images or conduct, or any similar content. Without limiting the foregoing, User Content must not:

- contain any defamatory, libelous, slanderous, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, sexually explicit, pornographic, or otherwise objectionable (as determined by Positive Path PLLC in its sole discretion) material;
- promote violence or discrimination based on race, ethnicity, sex, religion, nationality, disability, sexual orientation, gender identity, or age;
- violate any person’s or entity’s legal rights (including intellectual property rights, moral rights, and rights of publicity and privacy);
- impersonate any person or entity;
- misrepresent your identity or affiliation or the identity or affiliation of any other entity;

- appear as if it is posted by or endorsed by Positive Path PLLC or any other person or entity, if this is not the case;
- be likely to or designed to deceive any person or entity;
- contain any material that is unlawful or could result in civil or criminal liability;
- incite, advocate, promote, contribute to, enable, or assist any illegal or unlawful activity;
- involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter or advertising, other than as conducted by Positive Path PLLC in its operation of the Sites; or
- conflict with these Terms of Use or any other applicable law or policy.

Monitoring or Removal of User Content

Positive Path PLLC is not responsible and assumes no liability for any action or inaction related to the posting of User Content. At its discretion Positive Path PLLC may, but is not obligated to, take steps to monitor User Content. However, Positive Path PLLC does not review material before it is posted, and Positive Path PLLC is not obligated to remove objectionable material after it has been posted. Positive Path PLLC is not deemed to endorse, verify, or agree with any User Content.

Positive Path PLLC reserves the right, in its sole discretion, to: (a) remove or refuse to post any User Content for any or no reason; (b) take any action with respect to User Content that it deems necessary or appropriate for any reason, including if Positive Path PLLC believes that such User Content violates the Terms of Use or Content Standards, infringes any intellectual property rights, threatens a person's safety, or could create liability for Positive Path PLLC; or (c) take any action Positive Path PLLC deems appropriate or advisable, including referral to law enforcement, with respect to any illegal or unauthorized User Content or use of the Sites.

Without limiting the foregoing, Positive Path PLLC has the right to fully cooperate with any law enforcement authorities or court orders requesting or directing it to disclose the identity or other information of anyone posting any User Content. YOU WAIVE AND HOLD HARMLESS POSITIVE PATH PLLC AND ITS AFFILIATES, LICENSORS, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN DURING OR AS A CONSEQUENCE OF INVESTIGATIONS BY POSITIVE PATH PLLC OR LAW ENFORCEMENT AUTHORITIES.

POSITIVE PATH PLLC HAS NO LIABILITY OR RESPONSIBILITY TO ANY PERSON OR ENTITY FOR PERFORMANCE OR NONPERFORMANCE OF THE ACTIVITIES DESCRIBED IN THIS SECTION.

Prohibited Uses

You may use the Sites only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Sites:

- in any way that violates any applicable law or regulation (including laws regarding the export of data or software to and from the United States or other countries);
- for the purpose of exploiting, harming, or attempting to exploit or harm any other person in any way by exposing them to inappropriate content, asking for personally identifiable information, defrauding them, or similar conduct;
- to send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards;
- to transmit, or procure the transmission of, any advertising or promotional material except as expressly permitted by Positive Path PLLC;
- to impersonate or attempt to impersonate Positive Path PLLC, an employee of Positive Path PLLC, another user, or any other person or entity;
- to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Sites, or which, as determined by Positive Path PLLC, may harm Positive Path PLLC or users of the Sites, expose them to liability, or threaten the security of their personally identifiable information; or
- to provide services, information, materials, resources, or advice to any third person.

Additionally, you agree not to:

- use the Sites in any manner that could disable, overburden, damage, or impair the Sites;
- use any manual process or robot, spider, or other automatic device, process, or means to access, monitor, or copy all or any part of the Sites for any purpose;
- use any device, software, or routine that interferes with the proper working of the Sites, including by the introduction of or attempted introduction of logic bombs, trojan horses, viruses, worms, or other malicious or harmful material or code to the Sites or any server, computer, software, or database connected to the Sites;
- attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Sites, the server on which the Sites are stored, or any server, computer, or database connected to the Sites;
- attack the Sites via any denial-of-service attack; or

- otherwise attempt to interfere with the proper working of the Sites.

Intellectual Property Rights

Positive Path PLLC and its licensors or other providers own the Sites, including all of their content, features, and functionality—including any information, software code, text, displays, images, video, and audio, and the design, selection and arrangement of such material, and any documents, resources, recommendations, guidance, forms, policies, or other materials provided or generated through the Sites (“Site Contents”). The Sites and all such Site Contents are protected by US and international copyright, trademark, and other laws and treaties, and may not be used except as permitted in the Terms of Use. No right, title, or interest in or to the Sites or any Site Content is transferred to you, and all rights not expressly granted are reserved by Positive Path PLLC. Any use of the Sites or Site Contents not expressly permitted by the Terms of Use is a breach of them and may violate copyright, trademark, and other laws.

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If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Sites in breach of the Terms of Use, your right to use the Sites will cease immediately and you must destroy any copies of the materials you have made.

You should notify Positive Path PLLC of any suspected copyright infringement in accordance with the relevant provisions of the Digital Millennium Copyright Act.

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As between you and Positive Path PLLC, Positive Path PLLC owns and retains all rights in its trademarks, trade names, and trade dress which may be used on the Sites, including company and Product names, logos, slogans, and designs, which are registered and/or common law trademarks of Positive Path PLLC and are protected by United States and international laws and treaties. No license to use such items is granted to you under these Terms of Use or by your use of the Sites. Positive Path PLLC will aggressively enforce its intellectual property rights to the fullest extent of the law.

All other names, logos, product and service names, designs and slogans on the Sites are the trademarks of their respective owners and are used in accordance with law and/or license or other agreement.

Linking to the Sites and Social Media Features

You may link to Positive Path PLLC Sites, provided you do so in a way that is legal and does not damage or take advantage of the reputation of Positive Path PLLC. You must not link to the Sites in such a way as to suggest any form of association, approval, or endorsement from Positive Path PLLC without our express written consent.

Positive Path PLLC Sites may offer integration with social media websites or apps. The Sites may provide features that enable you to: (a) link from social media websites to particular content or types of content on the Sites; (b) send e-mails or other communications containing certain content, or links to certain content, on the Sites; or (c) cause limited portions of content displayed on the Sites to be displayed or appear to be displayed on your own or certain third-party sites. You may use these features solely as Positive Path PLLC provides, and only with respect to the content that Positive Path PLLC makes available for this purpose. Such use must also be in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not: (a) establish a link from any website or social media account that you do not own or control; (b) cause the Sites or portions of them to be displayed, or appear to be displayed (by, for example, framing or in-line linking) on any other site; or (c) take any other action with respect to the material or content on the Sites that is inconsistent with the Terms of Use.

You agree to cooperate with Positive Path PLLC in stopping any unauthorized framing or linking. Positive Path PLLC may withdraw linking permission without prior notice. Positive Path PLLC may disable any or all social media features and any links at any time without notice.

Links from the Sites

Links to non-Positive Path PLLC websites and resources that are provided on the Sites are provided for your convenience only. They do not signify that Positive Path PLLC endorses any such websites or companies, including any sponsor(s). Positive Path PLLC has no control over those sites or resources and accepts no responsibility for them or for any loss or damage that may arise from use of them. You access third party websites linked to the Sites entirely at your own risk and subject to the terms and conditions of such sites. Third party websites have their own terms of use and policies and are not subject to these Terms of Use.

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EXCEPT AS EXPRESSLY PROVIDED HEREIN, POSITIVE PATH PLLC 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 A PARTICULAR PURPOSE, INCLUDING ESTABLISHING, PERFECTING, OR MAINTAINING COMPLIANCE WITH ANY PARTICULAR LAW OR LEGAL REQUIREMENT.

THE FOREGOING APPLY TO THE GREATEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, AND DO NOT EXCLUDE OR LIMIT ANY WARRANTIES TO THE EXTENT THAT THEY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, IN WHICH CASE THE FOREGOING LIMITATIONS WILL APPLY SOLELY TO THE EXTENT LEGALLY PERMISSIBLE.

LIMITATION ON LIABILITY AND TIME TO FILE CLAIMS

IN NO EVENT WILL POSITIVE PATH PLLC, ITS SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, MANAGERS, DIRECTORS, AFFILIATES OR LICENSORS, BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH USE OF, OR INABILITY TO USE, THE SITES, ANY WEBSITES LINKED TO THE SITES, ANY SITE CONTENTS OR OTHER CONTENT ACCESSIBLE VIA THE SITES OR ANY OTHER LINKED WEBSITES, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITES OR OTHER LINKED WEBSITES. THIS LIMITATION INCLUDES ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM 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, AND LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, POSITIVE PATH PLLC WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITES.

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

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

YOU UNDERSTAND AND ACKNOWLEDGE THAT POSITIVE PATH PLLC WOULD NOT BE ABLE TO PROVIDE THE SITES AND PRODUCTS ON AN ECONOMICALLY FEASIBLE BASIS WITHOUT THE FOREGOING EXCLUSIONS, LIMITATIONS, AND DISCLAIMERS OF WARRANTIES LIABILITY, AND THAT ACCORDINGLY, SUCH EXCLUSIONS, LIMITATIONS, AND DISCLAIMERS REFLECT A REASONABLE ALLOCATION OF RISK UNDER THE CIRCUMSTANCES, AND WILL APPLY TO THE GREATEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW.

Indemnification

You agree to defend, indemnify and hold harmless Positive Path PLLC, its affiliates, licensors, and service providers, and its and their respective officers, directors, managers, employees, contractors, and agents from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your User Content and your use of the Sites, including any violation of these Terms of Use or applicable law in connection therewith.

Governing Law and Jurisdiction

You agree that all matters relating to the Sites 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 (whether of the State of Texas or any other jurisdiction).

You agree that the federal and state courts located in the State of Texas have exclusive jurisdiction over any legal proceedings relating to, arising out of, or connected in any way to your use of the Sites. You waive all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Dispute Resolution and Arbitration

In the interest of resolving disputes between you and Positive Path PLLC in the most expedient and cost-effective manner, and except as described below, you and Positive Path PLLC agree that every dispute arising in connection with these Terms of Use will be resolved by binding arbitration, to the extent permitted by law.

Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury that is empowered to award the same damages and relief that is available in court. Arbitration may allow for more limited discovery, and it is often subject to very limited review by courts. This agreement to arbitrate disputes includes all claims arising out of or

relating to any aspect of these Terms of Use, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms of Use. YOU UNDERSTAND AND AGREE THAT, BY USING OR ACCESSING THE SITES, YOU AND POSITIVE PATH PLLC ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

Nothing in these Terms of Use will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (d) to file suit in a court of law to address an intellectual property infringement claim or any other claim that cannot be arbitrated.

Any arbitration between you and Positive Path PLLC will be settled under the Federal Arbitration Act and administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (collectively, “AAA Rules”) as modified by these Terms of Use. The AAA Rules and filing forms are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

Waiver and Severability

No waiver by Positive Path PLLC 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 Positive Path PLLC 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, the Privacy Notice, and other policies provided on the Sites constitute the sole and entire agreement between you and Positive Path PLLC with respect to the Sites and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the Sites unless you have entered into a separate agreement, signed by both parties, that specifically preempts these Terms of Use.

