

TERMS OF USE

These Terms were last updated [February 12, 2025].

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE PLATFORM AS FURTHER DEFINED AND DESCRIBED BELOW. THIS IS A BINDING LEGAL AGREEMENT. BY ACCESSING AND CONTINUING TO USE THE PLATFORM, YOU AGREE TO EACH AND EVERY ONE OF THESE TERMS AND CONDITIONS. PLEASE DO NOT USE THE PLATFORM IF YOU DO NOT AGREE TO EACH AND EVERY ONE OF THESE TERMS AND CONDITIONS. THESE TERMS GOVERN USER'S USE OF THE PLATFORM, AND AFFECT USER'S LEGAL RIGHTS AND OBLIGATIONS. THESE TERMS SHALL REMAIN IN EFFECT UNTIL USER CEASES USING THE PLATFORM OR NUMOTION TERMINATES USER'S RIGHT TO USE THE PLATFORM. USER MUST BE AT LEAST 18 YEARS OLD TO ACCESS AND USE THE PLATFORM. BY REGISTERING FOR, ACCESSING, OR USING ANY PART OF THE PLATFORM, USER AGREES THAT USER HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THESE TERMS. IF USER DOES NOT AGREE TO BE SO BOUND, PLEASE DO NOT ACCESS OR USE THE PLATFORM.

United Seating and Mobility, L.L.C. d/b/a Numotion, with its corporate headquarters at 155 Franklin Road, Suite 300, Brentwood, Tennessee 37027 ("Numotion", "we", "our", or "us") provides a platform (the "Platform") through which you ("User", "You", "you", or "your") may enter certain information into pre-existing forms to document your evaluation of an individual's mobility needs (the "Intended Use"). These Terms of Use (these "Terms") govern your access to and use of the Platform for the Intended Use, including any content, functionality, and services as may be offered through the Platform. Our handling of any information collected or provided by you through your use of the Platform is governed by our [Privacy Policy](#) (the "Privacy Policy") and, where applicable, federal and state data privacy laws. The Platform is controlled and operated from the United States and is subject to United States Law.

Numotion reserves the right, at its sole discretion, to make changes to all or part of these Terms at any time. Numotion will use reasonable efforts to email User if any changes are made to these Terms, but User is ultimately responsible for checking these Terms periodically for changes. User's continued use of the Platform following any update means that User agrees to any new or modified provisions of these Terms posted on the Platform.

1. Access and Use of the Platform

A. Before User may access and use the Platform, User first must set up an account by registering through the Platform. Once User's account has been set up in the Platform, User may access the Platform. Upon completion of the registration process and acceptance of these Terms, and subject to the terms and conditions of these Terms, Numotion hereby grants User a limited, revocable, personal, non-exclusive, non-transferable right during the term of these Terms to access and use the Platform for User's personal use. When User registers to use the Platform, User will provide Numotion with information relating to User's identity and certain other information, including User's e-mail address and telephone number.

B. To the extent that User provides any information, including but not limited to personal information, to Numotion or its representatives, User warrants that (1) User is providing or obtaining only User's own information or the information of others which User is authorized to provide to third parties and/or obtain from third parties on their behalf; and (2) the use of such information by Numotion and its representatives will not infringe upon or misappropriate the intellectual property rights or otherwise violate any rights of any third parties. **USER EXPRESSLY ACKNOWLEDGES AND AGREES THAT TO THE EXTENT USER SUBMITS, PROCESSES, OR TRANSMITS ANY PATIENT DATA OR PROTECTED HEALTH INFORMATION ("PHI") AS DEFINED BY THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA") IN OR THROUGH THE PLATFORM, USER HAS OBTAINED ALL NECESSARY PERMISSIONS, CONSENTS, LICENSES, AND AUTHORIZATIONS NECESSARY TO TRANSMIT, UPLOAD, AND OR/USE THE PATIENT DATA AND/OR PHI IN CONNECTION WITH THE INTENDED USE OF THE PLATFORM OR OTHERWISE IN CONNECTION WITH THESE TERMS.** User understands and agrees that Numotion will store or otherwise retain patient

data and other PHI provided by User and that Numotion will use such PHI for treatment and other permitted purposes under HIPAA. User acknowledges and agrees that the Internet is inherently insecure and that patient data and/or PHI transmitted in connection with the Platform or these Terms may be subject to interception by an unauthorized third party.

C. Registration for the Platform requires a valid, working e-mail address, phone number, and/or other information in order to initially sign up for access to and use of the Platform ("Account"). User is solely responsible for maintaining the strict confidentiality of any Account User creates in order to access and use the Platform. User will be solely responsible for any damages or losses that may be incurred or suffered as a result of User's failure to maintain strict confidentiality of User's Account. User should immediately notify Numotion in writing of any need to deactivate User's Account due to potential or actual security concerns. Numotion will not be liable for any harm related to the use or misuse of User's Account, User's disclosure of such Account to another person, or User's authorization to allow another person or entity to access and use the Platform under User's Account.

D. User is responsible for information and data provided for the beneficiary's mobility assessment, including PHI that User provides through the Platform for the Intended Use (collectively, "Information"). User acknowledges and agrees that (i) User must provide accurate and complete Information, and (ii) User is responsible for the documentation of any Information provided on the Platform.

E. The content on the Platform should not be considered medical advice, and any content on the Platform is based on the Information provided by User. Informational and educational materials and forms may be made available as a resource and are not intended as medical advice. User is solely responsible for completing any assessment and furnishing the Information to the Platform.

F. By submitting Information, User grants Numotion the right to utilize the Information in accordance with HIPAA and Numotion's Privacy Policy. Numotion reserves the right to refuse or cancel User's services or access to the Platform at any time for reasons including but not limited to: as required by applicable law or a governing body, product or service unavailability, any error in User's information, or other reasons. Numotion reserves the right to refuse or cancel User's services or Platform access if fraud or an unauthorized or illegal transaction is suspected.

G. Numotion may use email and push notifications to communicate with User on a recurring basis. By providing User's email address and/or phone number, User consents and gives permission to be contacted at such email address and/or phone number by Numotion and its partners. In addition, by enabling push notifications through the Platform, User consents and gives permission to receive such notifications by Numotion and its partners. User certifies that User has provided User's own contact information.

H. Numotion will use commercially reasonable efforts to provide access to the Platform 24 hours a day, 7 days a week, except in the case of limited necessary maintenance periods, natural disasters, or events beyond Numotion's control and subject to any breakdowns or maintenance operations required to ensure the smooth operation of the Platform. Numotion will not be liable for any failures or deficiencies in the performance of the Platform by reason of maintenance, breakdown, or any event beyond Numotion's control, including without limitation natural disasters, Internet outage, interruption of service, labor disturbances, technological disaster, terrorism, or war.

I. User acknowledges that data conversion and transmission is subject to the likelihood of human and machine errors, omissions, delays, and losses, including inadvertent loss of data or damage to media, that may give rise to loss or damage. Numotion shall not be liable for any such errors, omissions, delays, or losses. User understands and agrees that use of or connection to the Internet is inherently insecure and that connection to the Internet provides opportunity for unauthorized access by a third party to computer systems, networks, and any and all information stored therein. All information transmitted and received through the Internet is subject to unauthorized interception, diversion, corruption, loss, access, and disclosure. Numotion shall not be responsible for any adverse consequences whatsoever of User's connection to or use of the Internet, and shall not be responsible for any use by User of an Internet

connection in violation of any law, rule, or regulation or any violation of the intellectual property rights of another.

J. User's rights under these Terms will terminate automatically without notice from Numotion if User fails to comply with these Terms. Upon termination, User shall immediately cease all use of the Platform. Numotion reserves the right to terminate User's access to any or all aspects of the Platform or to discontinue any aspect of the Platform at any time for any reason whatsoever without notice to User.

2. Restrictions

User may use the Platform only for the Intended Use and lawful purposes. User agrees that User will not: (1) infringe any copyright, patent, right of privacy, right of publicity, trademark, trade secret, or other right of Numotion or any third party; (2) abuse, defame, harass, or stalk any individual or other user of the Platform; (3) interfere or attempt to interfere with, or damage or attempt to damage, the Platform or the proper working thereof, including, without limitation, through the use of cancel bots, denial of service attacks, flood pings, forged routing or electronic mail address information, harmful code, packet or IP spoofing, phishing, Trojan horses, viruses, or similar methods or technology; (4) use any deep-link, page-scrape, robot, spider, or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform or any content thereon, or in any way reproduce or circumvent the navigational structure or presentation of the Platform, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Platform; (5) misrepresent User's identity, provide false information, impersonate another person or entity, misrepresent User's affiliation with a person or entity, including, without limitation, Numotion, create or use a false identity, or attempt to use another user's account; (6) attempt to obtain unauthorized access to the Platform; (7) collect, reverse look-up, trace or seek to trace, manually or through automated means, information about other users or visitor to the Platform without their express consent; (8) use any meta tags or any other hidden text utilizing the Numotion name, service marks, trademarks, or product or service names; (9) advertise, offer to sell, or sell any goods or services set forth in the Platform or otherwise use the Platform to solicit other users, except as expressly permitted by Numotion; (10) engage in any activity that interferes with any third party's ability to use or enjoy the Platform; (11) probe, scan, or test the vulnerability of the Platform or any network connected thereto, or breach the security or authentication measures on the Platform or any network connected thereto; (12) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Platform or Numotion's systems or networks, or any systems or networks connected thereto; or (13) assist any third party in engaging in any activity prohibited by these Terms.

3. Intellectual Property

A. The Platform, and all intellectual property, trademarks, service marks, information, data, and other materials made available to User in connection with these Terms, together with the design of the Platform, and text, scripts, graphics and features and other content and materials therein (collectively, "Content") are the sole and exclusive property of Numotion and its licensors, and are available to User solely for purposes of User's use of and access to the Platform in accordance with these Terms. The Content is owned by or licensed to Numotion and protected by copyright and other intellectual property rights under United States and foreign laws and international conventions. All rights, title and interests in and to the Content and all copyrights, trade secret rights, patents, trademarks and any other intellectual property or proprietary rights in and to the Content shall at all times remain the exclusive property of Numotion and/or its licensors. Except for the limited rights granted herein, nothing in these Terms shall transfer to User any right, title, or interest in or to any Content.

B. By submitting any information, suggestions, enhancement notations, comments, or ideas and other feedback to Numotion with respect to our Platform or services as may be offered by Numotion (collectively, "Feedback"); you agree that such Feedback shall be deemed, and shall remain, Numotion's property. Feedback shall not be subject to any obligation of confidentiality on Numotion's part and Numotion shall not be liable for any use or disclosure of any Feedback. Numotion shall own all rights and interests related to Feedback (including without limitation all intellectual property rights therein) and shall be entitled to use

any Feedback without restriction for any purpose whatsoever, commercial or otherwise, without compensation to you.

4. Compliance with Laws; Privacy

A. Numotion will treat any information it collects or receives from User through the Platform in accordance with HIPAA and the Privacy Policy, which is incorporated by reference. Please review the Privacy Policy before using the Platform. If User is unwilling to accept the terms and conditions of the Privacy Policy, please do not use the Platform.

B. In order to provide the functionality of the Platform to User, the Platform will access and process PHI to permit Numotion to receive and use PHI as permitted under HIPAA. PHI should only be submitted through the Platform as permitted or required for the Intended Use of the Platform.

5. Disclaimers

USER AGREES THAT USER'S USE OF THE PLATFORM SHALL BE AT USER'S SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, NUMOTION, ITS SUPPLIERS, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE PLATFORM, CONTENT, AND USER'S USE THEREOF, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TIMELINESS, ACCURACY, COMPLETENESS, TITLE AND NON-INFRINGEMENT. THE PLATFORM AND ALL CONTENT ARE PROVIDED "AS AVAILABLE," "AS IS," AND "WITH ALL FAULTS," WITHOUT WARRANTY OR CONDITION OF ANY KIND. NUMOTION MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE AVAILABILITY, ACCURACY, OR COMPLETENESS OF THE PLATFORM OR CONTENT, AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM USER'S ACCESS TO AND/OR USE OF THE PLATFORM OR CONTENT, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF NUMOTION'S OR ITS SUPPLIERS' SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY TRANSMISSION TO OR FROM THE PLATFORM, AND/OR (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE PLATFORM THROUGH THE ACTIONS OF ANY THIRD PARTY. NEITHER NUMOTION NOR ANY OF ITS SUPPLIERS WARRANT THAT (A) THE PLATFORM OR CONTENT WILL MEET USER'S REQUIREMENTS, (B) THE OPERATION OF THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, OR (C) THE PLATFORM OR CONTENT WILL BE UP-TO-DATE, COMPLETE, COMPREHENSIVE, OR ACCURATE, OR THAT ERRORS WILL BE CORRECTED.

NUMOTION CANNOT AND DOES NOT ASSUME ANY RESPONSIBILITY FOR YOUR USE OR MISUSE OF PHI, CONTENT, OR OTHER INFORMATION TRANSMITTED, MONITORED, STORED, OR RECEIVED WHILE USING THE PLATFORM.

THE PLATFORM, AS WELL AS ANY OTHER SERVICE OFFERED BY OR THROUGH THE PLATFORM, IS NOT A SUBSTITUTE FOR THE PROFESSIONAL JUDGMENT OF A HEALTHCARE PROFESSIONAL IN ASSESSING A BENEFICIARY'S MEDICAL NEEDS, DIAGNOSING, OR TREATING PATIENTS. NUMOTION DOES NOT RECOMMEND OR ENDORSE ANY SPECIFIC PHYSICIANS, PRODUCTS, PROCEDURES, OPINIONS, MEDICATIONS, TREATMENTS, OR OTHER INFORMATION THAT MAY BE MENTIONED IN THE PLATFORM. YOUR RELIANCE UPON ANY INFORMATION OBTAINED OR USED BY YOU IS SOLELY AT YOUR OWN RISK. NUMOTION IS NOT RESPONSIBLE FOR THE ACCURACY OF ANY INFORMATION OR CONTENT PROVIDED OR SENT BY YOU. YOU ARE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ANY INFORMATION YOU SEND OR RECEIVE THROUGH THE PLATFORM, INCLUDING CONTENT OR ANY OF HEALTH INFORMATION, DATA, OR RECORDS. **IF YOU OR ANY INDIVIDUAL IN YOUR CARE HAS AN EMERGENCY, YOU SHOULD CALL 911 AND REQUEST EMERGENCY CARE ASSISTANCE.**

6. Limitation of Liability

IN NO EVENT SHALL NUMOTION, ITS SUPPLIERS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM OR RELATED TO ANY (1) ERRORS, MISTAKES, OR INACCURACIES IN THE PLATFORM, (2) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF THE PLATFORM, (4) ANY TRANSMISSION TO OR FROM THE PLATFORM, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE PLATFORM, (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF USER'S USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE PLATFORM, AND/OR (7) THE DISCLOSURE OF INFORMATION PURSUANT TO THESE TERMS, IN EACH CASE WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT NUMOTION IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

IF ANY EXCLUSION, DISCLAIMER OR OTHER PROVISION CONTAINED IN THESE TERMS IS HELD TO BE INVALID FOR ANY REASON BY A COURT OF COMPETENT JURISDICTION, AND NUMOTION, OR ONE OF ITS OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES BECOMES LIABLE FOR LOSS OR DAMAGE THAT COULD OTHERWISE BE LIMITED, SUCH LIABILITY WHETHER IN CONTRACT, TORT OR OTHERWISE WILL NOT EXCEED IN THE AGGREGATE THE GREATER OF THE AMOUNT ACTUALLY PAID BY USER TO NUMOTION (IF ANY) OR ONE HUNDRED DOLLARS (\$100.00 USD). BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO USER. IF USER IS DISSATISFIED WITH ANY PORTION OF THE PLATFORM, OR WITH ANY PORTION OF THESE TERMS, USER'S SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE PLATFORM.

IF USER IS A RESIDENT OF NEW JERSEY, TO THE EXTENT NEW JERSEY LAW PROHIBITS THE LIMITATIONS AND/OR EXCLUSIONS OF LIABILITY SET FORTH IN THESE TERMS, SUCH LIMITATIONS AND/OR EXCLUSIONS SHALL NOT APPLY TO USER.

Any claim or cause of action arising out of or related to User's use of the Platform, these Terms, or User's use of Content made available through or on the Platform must be filed within one (1) year after such claim or cause of action arose or it shall forever be barred, notwithstanding any statute of limitations or other law to the contrary.

7. Indemnity

User shall indemnify and hold Numotion, its suppliers, and their respective officers, directors, employees and agents harmless from and against any and all claims, losses, liability, costs, and expenses (including attorneys' fees) arising from or related to User's use of the Platform.

8. Disputes; Governing Law and Jurisdiction

These Terms shall be governed by the internal substantive laws of the State of Tennessee, without respect to its conflict of laws principles. Any claim or dispute between User and Numotion that relates to or arises in whole or in part from these Terms or User's use of the Platform or any information, materials or services User obtains from Numotion requires that such claim be resolved exclusively by confidential, final, binding arbitration. The arbitration shall be conducted before three neutral arbitrators in Williamson County, Tennessee, in accordance with the rules of the American Arbitration Association ("AAA"), as then in effect. No claims of any other parties may be joined or otherwise combined in the arbitration proceeding. Unless otherwise expressly required by applicable law, each party shall bear its own attorneys' fees without regard

to which party is deemed the prevailing party in the arbitration proceeding. Punitive and consequential damages may not be awarded under these Terms.

BECAUSE THE USE OF THE PLATFORM REQUIRES THE ARBITRATION OF ANY CLAIMS OR DISPUTES EXISTING BETWEEN THE PARTIES, NEITHER PARTY WILL HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR BEFORE A JUDGE OR JURY OR TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. THE ARBITRATORS' DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT EITHER PARTY WOULD HAVE IF SUCH PARTY WENT TO COURT, INCLUDING WITHOUT LIMITATION THE RIGHT TO CONDUCT DISCOVERY OR TO APPEAL, MAY BE LIMITED OR UNAVAILABLE IN ARBITRATION.

The award of the arbitrators may be enforced in any court having jurisdiction thereof. Each party hereby consents (1) to the exclusive jurisdiction of the state or federal courts located in Williamson County, Tennessee for any action (A) to compel arbitration, (B) to enforce any award of the arbitrators, (C) at any time prior to the qualification and appointment of the arbitrators, for temporary, interim or provisional equitable remedies, or (D) to enforce Numotion's intellectual property rights under these Terms, and (2) for service of process in any such action by registered mail or any other means provided by law. Should this Section be deemed invalid or otherwise unenforceable for any reason, it shall be severed and the parties agree that sole and exclusive jurisdiction and venue for any claims will be in the state or federal courts having jurisdiction over Williamson County, Tennessee, and each party consents to the jurisdiction thereof.

9. Miscellaneous

Numotion may assign its rights and duties under these Terms without notice to User. User may not assign these Terms without the prior written consent of Numotion, and any assignment in contravention of the foregoing shall be null and void. If any provision of these Terms is deemed invalid or unenforceable by a court of competent jurisdiction, such provision shall not affect the validity or enforceability of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and Numotion's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. These Terms, as revised from time to time by Numotion, constitute the entire agreement between the parties with regard to the subject matter in these Terms and supersede all prior understandings and agreements, whether written or oral, as to such subject matter. Any rights not expressly granted herein are reserved to Numotion.

10. Contact Information

If User has any questions about these Terms, Numotion's practices, or User's dealings with the Platform, please contact us at:

Email: accounts@numotion.com

Mail: United Seating and Mobility, LLC d/b/a Numotion 805 Brook Street, Suite 402
Rocky Hill, CT 06067

Attn: Legal & Compliance

Phone: 1-800-500-9150