

ACTIVE MEDICAL SOLUTIONS

TERMS OF USE

Last Updated: July 8, 2026

These terms and conditions of use ("Terms of Use") govern your use of online interfaces and properties (e.g., websites and applications) that are owned and controlled by Active Management Solutions, LLC, the management services organization (the "MSO"), operating under the brand names Active Medical Solutions, AMS Lifestyle Medicine, Active Lifestyle and Longevity, and AMS Lifestyle, as well as future affiliated brands; together with its affiliate Active Life Coaching, LLC, operating under the brand names Active Group Media and Active Group Press (collectively, "we," "us," "our," or the "Companies"), including our websites and mobile applications (the "Site"), as well as the services ("Services") available to users through the Site or through any other means, including mobile phone applications. The terms "you" and "your" means you, your dependent(s) or representative(s) if any, and any other person accessing your account on the Site or Services. Your acceptance of, and compliance with, these Terms of Use is a condition to the use of the Site and Services. By using the Site or Services, you acknowledge that you have read, understand, and expressly agree to all terms and conditions contained within the Terms of Use and Privacy Policy. If you do not agree to be bound by these terms, you are not authorized to access or use this Site or Services for any purpose; promptly exit the Site or Services.

USER REPRESENTATIONS

You represent and warrant that you are at least eighteen (18) years of age to register on the Site, to enroll for the Services and/or use the Services. You further represent and warrant that: (i) you have the legal ability and authority to agree to these Terms of Use and use the Site and Services; (ii) the information you provided during your registration is accurate and complete; (iii) you will comply with all applicable laws as they relate to the Site and/or Services; and (iv) you will not interfere with, disrupt, or replicate, or attempt to interfere with, disrupt, or replicate this Site and Services and its security measures and protocols. If any information you provided to us becomes inaccurate, incomplete, or otherwise false and/or misleading, you will immediately notify us. You are responsible for ensuring that any information you provide is complete, up to date, and accurate.

MINORS AND PARENTAL CONSENT

The Site and Services are intended for use by adults eighteen (18) years of age or older. A minor may not register for or use the Site or Services on their own behalf. Clinical care for minors is not generally offered and, where available at all, is provided only on a limited basis, in the sole clinical discretion of the applicable participating provider, and only where permitted by law. Where a parent or legal guardian uses the Site or Services on behalf of a minor, you represent and warrant that you are the parent or legal guardian of that minor, that you have the legal authority to act on the minor's

behalf and to consent to the Services and to these Terms of Use on their behalf, and that you are financially responsible for all Services provided. All provisions of these Terms of Use, including the arbitration agreement, apply to your use of the Services on behalf of a minor. We reserve the right to decline or discontinue Services for a minor at any time.

MODIFICATION OF TERMS

We reserve the right to update and/or modify the Terms of Use at any time and for any reason, without penalty or liability to you or any third party. Any changes of the Terms of Use are effective immediately upon posting. **IMPORTANT:** Material changes to these Terms of Use, including changes to how we collect, use, or share your data, will be communicated to you via email at the address you provided during registration and/or through a prominent notice on the Site prior to the change becoming effective. If we make material changes that expand our use of your data (for example, sharing your data with third parties for new purposes, using your data for AI training, or other significant changes to our data practices), we will obtain your affirmative consent before applying those changes to data we have already collected from you. You will have the opportunity to opt out of material changes, and if you do not affirmatively consent to material changes, the prior terms will continue to apply to your existing data. By continuing to access and use the Site or Services after being notified of changes, you expressly agree to follow and be bound by all applicable updates and changes to the Terms of Use.

MODIFICATION OF SITE AND SERVICES

We reserve complete and sole discretion with respect to the operation of the Site and the Services. We may withdraw, suspend, or otherwise discontinue any functionality or feature of the Site or the Services. We reserve the right to maintain, delete, or destroy all communications and user content posted or uploaded to the Services pursuant to applicable law and our internal record retention and/or destruction policies.

Occasionally, we may perform maintenance on or upgrade the Site or Services or the underlying structure that enables use of the Site or Services. This may require us to temporarily suspend or limit your use of the Site or Services until such time the maintenance or upgrade is completed. To the extent possible and unless otherwise stated, we will endeavor to publish the time and date of such expected suspension or limitation of the Site or Services in advance when possible. You agree that you are not entitled to claim any damages for such suspension or limitation during such maintenance or upgrade.

LICENSE

Upon accepting the Terms of Use, you are granted a limited, non-assignable, non-sublicensable, non-exclusive license to use the Site or Services on a personal computer, mobile phone, or other electronic device for personal, non-commercial use through your individual account. You agree not to grant any right to third-parties to your personal use of our Site or Services.

USE OF SERVICES

You are required to provide us with your name, email address, and phone number upon registering for a user account. We will use your email address or phone number to send you important updates about the Site and Services, as well as notifications when information and documents are added that you need to be aware of (e.g. forms, updated terms, etc.). In some instances, but not all, registered users may be permitted to opt out of receiving certain emails.

Use of the Site and Services described herein are subject to our Privacy Policy. The Privacy Policy is hereby incorporated by reference into these Terms of Use.

Portions of the Site or Services are only available to users who have registered and created an account with an appropriate username and password ("Registered Users"). Each Registered User is responsible for controlling the privacy, dissemination, access to, and use of their username and password, and/or personal information necessary for verification, and promptly informing us of any need to deactivate a password or account. You also agree to promptly notify us of any unauthorized use of your username, password, or any other breach of security that you become aware of involving or relating to the Site or Services by emailing us at support@amslm.com. We explicitly disclaim liability for any and all losses and damages arising from your failure to comply with this section.

Neither the Site nor Services are intended to support or carry emergency calls to any law enforcement or health care provider or entity. In the event of a medical emergency, dial 911 immediately.

PROFESSIONAL SERVICES

By requesting a medical consultation with a provider through the Site, you are requesting to enter into a clinician/patient relationship with a licensed provider ("Provider"), who shall be solely responsible for the provision of professional medical services. You will only receive medical care once a bona fide clinician/patient relationship with a medical professional is established by mutual acceptance. You agree that you will be financially responsible for the provision of professional medical services by a Provider.

Active Management Solutions (the MSO) makes certain general educational and coaching resources available to you and facilitates your access to telehealth services. The MSO is independent from the Providers who render telehealth services and the MSO is not responsible for such Providers' acts, omissions or for any content of the communications made by them. The MSO does not engage in the practice of medicine. By accepting the Terms of Use and using the Site and Services, you acknowledge and agree that Active Management Solutions does not provide professional medical services, is not a healthcare provider, does not hire healthcare providers, and that by using the Site and Service, you are not entering into a provider-patient relationship with Active Management Solutions.

If you engage in a medical encounter with a Provider, we collect a medical encounter fee from you prior to the encounter. We will transmit the medical encounter fee to your

treating Provider. The medical encounter fee is non-refundable upon the initiation of a provider-patient relationship with a Provider. Any Service Fee charged by Active Management Solutions is separate from the medical encounter fee, as described in the “Membership, Coaching, and Service Fees” section below.

MEDICAL DISCLAIMERS

We make no representation or warranty as to the content or quality of any treatment decision, recommendation, or response from any Provider. Providers utilize the Site to connect with you. Providers do not render services on behalf of Active Management Solutions. You and the Provider are solely responsible for all information and/or communication sent during a consultation, secure message, text, or other communication, and the subsequent result. We do not make any representation that a given consultation or secure message is the appropriate course of treatment for your particular health care situation or needs. You acknowledge and agree that this Site is not a replacement for your existing relationship with your physician or healthcare provider. You will contact your physician immediately should your condition change or your symptoms worsen. If you require emergency care, you will contact your local emergency services immediately.

PRESCRIPTION PRODUCTS

Active Management Solutions does not guarantee a prescription. It is up to the Provider to recommend the best treatment for you. If a Provider determines a prescription product is appropriate for you and issues a prescription, you will receive information about your options for filling the order.

MEMBERSHIP, COACHING, AND SERVICE FEES

Membership. We offer optional membership programs that provide coaching, educational, and community services (a “Membership”). A Membership is a coaching and educational service only. It is not medical care, is not a payment for medical services, and does not create a provider-patient relationship or entitle you to any medical treatment, prescription, or clinical service. Coaching and educational services are provided by or through Active Management Solutions and its coaching personnel and do not constitute the practice of medicine.

Service Fees. Separate from any fee charged by a treating Provider for clinical care, Active Management Solutions (the MSO) charges an administrative, technology, and processing fee for the non-clinical services it provides in connection with your use of the Site and Services (the “Service Fee”). The Service Fee is a fee for non-clinical services only and is separate and distinct from, and does not include, any fee charged by a treating Provider for medical care.

Membership Benefits; Discounts. A Membership may include discounts on, or waiver of, the Service Fee. Any such discount or waiver applies only to the Service Fee charged by Active Management Solutions and does not reduce, subsidize, offset, or apply to the fees charged by any treating Provider for clinical care. The availability, amount, and terms of any Membership discount are determined by Active Management

Solutions in its sole discretion, may vary, may change at any time, and are communicated to members directly. We do not publish a fixed schedule of Membership discounts, and nothing in these Terms guarantees any particular discount or benefit.

Nature of the Arrangement. You acknowledge and agree that your Membership fee purchases coaching, educational, and community services; that clinical care, if any, is separately requested by you, separately provided by independent treating Providers, and separately subject to those Providers' own fees; and that no portion of your Membership fee is a payment to any Provider for medical care.

CALLING & SMS MESSAGES

You may have the option to receive telephone calls and text (SMS) messages from us. By enrolling to receive such calls or messages, you consent to receive these communications from us or our affiliates concerning your use of the Site and Services. These communications may include, but are not limited to, transactional and account messages, portal access and notification messages, coaching-related messages, and promotional messages related to your use of the Site and Services. Consent to Automated Communications: By providing your telephone number and opting in to receive calls and text messages, you expressly consent to receive automated, prerecorded, or artificial voice calls and text messages (including SMS and MMS) from us, our affiliates, and service providers to the telephone number you provide, even if that number is on a state or federal Do Not Call registry. You understand that your consent is not required as a condition of purchasing any goods or services. Standard message and data rates may apply. You may revoke your consent to receive calls and/or text messages at any time and in any reasonable manner, including but not limited to: (1) texting "STOP," "QUIT," "END," "CANCEL," "UNSUBSCRIBE," or similar language to any text message you receive from us; (2) contacting us at support@amslm.com; or (3) following the unsubscribe instructions on any enrollment page. We will process your opt-out request within ten (10) business days. After you opt out, we may send you a one-time confirmation message within five (5) minutes to confirm we have received your opt-out request. This confirmation message will not contain any marketing content.

CONTENT OF COMMUNICATION

We do not endorse or take responsibility for the content of communications made using any portion of the Site. By using the Site, you agree that any content received or transmitted is entirely the responsibility of the individual from whom such content originated. You agree that you are solely responsible for the content you choose to upload onto the Site. You agree not to (i) access the Site or use the Services in any unlawful way or for any unlawful purpose; (ii) post or transmit (a) a message under a false name, or (b) any data, materials, content, or information (including, without limitation, advice, and recommendations) (collectively "Information") which is (1) libelous, defamatory, obscene, fraudulent, false, or contrary to the ownership or intellectual property rights of any other person, or (2) contains or promotes any virus, worm, Trojan horse, time bomb, malware, or other computer programming or code that is designed or intended to damage, destroy, intercept, download, interfere, manipulate, or

otherwise interrupt or expropriate the Site or the Services, personal information, software, equipment, servers, or Information or facilitate or promote hacking or similar conduct; (iii) impersonate or misrepresent your identity or falsely state or misrepresent your affiliation with a person or entity; (iv) tamper, hack, spoof, copy, modify, or otherwise corrupt the administration, security, or proper function of the Site or the Services; (v) use robots or scripts with the Site; (vi) attempt to reverse engineer, reverse assemble, reverse compile, decompile, disassemble, translate, or otherwise alter, defraud, or create false results from any executable code, information on, or received by this Site; (vii) incorrectly identify the sender of any message transmitted to the Site. You may not alter the attribution or origin of electronic mail, messages, or posting; (viii) harvest or collect protected health information about any other individual who uses the Site or the Services; (ix) infringe or facilitate infringement on any copyright, patent, trademark, trade secret, or other proprietary, publicity, or privacy rights of any party, including such rights of third parties. All information you provide to us or any third-party through the Site shall be true, accurate, current, and complete.

Any information displayed on the Site is for informational purposes only. No content shall be construed as a professional opinion, medical advice, or relied upon to diagnose or treat any particular condition. No information provided on the Site shall be construed as a substitute for, nor does it replace, professional medical advice, diagnosis, or treatment.

PAYMENT AND REFUNDS

We charge fees for your use of certain Services. Where applicable, you agree that we may charge your credit card or other payment mechanism on file for all amounts due and owing for the Services, including taxes and service fees, set up fees, subscription fees, or any other fee associated with use of your registered account. We may change prices at any time, including changing a free service to a paid service; provided, however, that we will provide you with prior notice and an opportunity to terminate your registered account. You agree that in the event we are unable to collect the fees owed for the Services through your account, we may take any other steps we deem necessary to collect such fees from you and that you will be responsible for all costs and expenses incurred by us in connection with such collection activity, including collection fees and court costs.

Cash-Pay; Recurring Billing. Our Services are cash-pay. We do not bill insurance. If you enroll in a Membership or other recurring Service, you authorize us to charge your payment method on file on a recurring basis (for example, monthly) until you cancel.

Minimum Term; Cancellation of Recurring Purchases. Recurring Memberships and other recurring Services are subject to a minimum term of three (3) months. You may cancel a recurring Membership or Service at any time by contacting us at support@amslm.com or through your account settings; however, if you cancel before completing the three (3) month minimum term, you remain responsible for the fees for the full three (3) month minimum term. After the minimum term, cancellation is effective at the end of your then-current billing period. Cancellation stops future charges after the

minimum term is satisfied; it does not entitle you to a refund of amounts already charged for the current or prior billing periods.

One-Time and Lump-Sum Purchases. Purchases made as a one-time or single lump-sum payment (including, without limitation, one-time program purchases and any Membership or program paid in a single upfront payment rather than on a recurring basis) are final. They are non-cancellable and non-refundable upon purchase, except where required by law.

Refunds. Except where required by law, fees are non-refundable. Membership fees and Service Fees are non-refundable once the applicable billing period has begun, and amounts owed for the minimum term remain payable as described above. One-time and lump-sum purchases are non-refundable upon purchase. Medical encounter or clinical fees charged by a treating Provider are non-refundable upon the initiation of a provider-patient relationship, as described in the “Professional Services” section above. Compounded, custom-dose, or other made-to-order prescription products are non-refundable in all cases once ordered, as they are prepared specifically for you and cannot be returned or resold. Other products and prescription items are non-refundable except as required by law or as otherwise stated at the time of purchase.

Discretionary Exceptions. We may, in our sole discretion, grant an exception to these cancellation or refund terms in an individual case. Any such exception is a one-time courtesy, applies only to the specific instance granted, and does not modify these Terms, create any entitlement, or obligate us to grant the same or any similar exception in the future.

TERMINATION

Unless expressed otherwise in writing, we reserve the right to terminate, rescind, revoke, or modify your access to the Site or Services without notice at any time for any reason. Any violation of these Terms of Use will result in immediate termination. We shall not be liable to you or any third party for any such termination. You may opt out of the Site or Services at any time.

INTELLECTUAL PROPERTY

All materials on the Site or Services, including the design, layout, and organization (collectively referred to as “Materials”), with the exception of data contained in user records, are owned and copyrighted by us or our affiliates and are protected by all applicable intellectual property laws. All rights and title to the Materials, trademarks and service marks herein remain with us or its licensors. You are authorized to view the Site or Services and Materials. All rights not expressly granted herein are reserved to us. You may not reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, circulate or exploit for commercial gain any portion of the Site or Services or the Materials. You further agree that any information you provide or use on the Site or Services, and your use of the Site or the Services, will not infringe or facilitate infringement on any copyright, patent, trademark, trade secret, or other proprietary, publicity, or privacy rights of any party, including such rights of third parties.

You further agree that you shall not, and shall not permit any individual or entity to (a) reverse engineer, disassemble, decompile, decode, or adapt the Site, Services, or Materials, or otherwise attempt to derive or gain access to the source code of the Site, in whole or in part; (b) bypass or breach any security device or protection used for or contained in the Site or Services; (c) use the Site or Services for purposes of: (i) benchmarking or competitive analysis of the Site; (ii) developing, using or providing a competing software product or service; or (iii) any other purpose that is to our commercial disadvantage; or, (d) use the Site, Services, or Materials for any other purpose or application not expressly permitted by this Agreement.

COPYRIGHT NOTICES

Active Management Solutions, LLC reserves the right to remove any content or any other material or information available on or through our Services, at any time, for any reason. Active Management Solutions, LLC otherwise complies with the provisions of the Digital Millennium Copyright Act ("DMCA") applicable to Internet service providers and responds to clear notices of alleged copyright infringement. If you have objections to copyrighted content or material made available on or through our Site or Services, you may submit a notification to Linda Rhodes at 1710 Keller Parkway #2126, Keller, TX 76248.

TRADEMARKS

Our name, and all related names, logos, product and service names, designs, and slogans are trademarks of Active Management Solutions, LLC or its affiliates or licensors. You must not use such marks without our prior written permission. All other names, logos, product and service names, designs, and slogans on this Site are the trademarks of their respective owners.

THIRD PARTY WEBSITES

We may provide external links to third party web sites. These Terms of Use apply only to your relationship with us and the Site or Services, and do not describe the terms and conditions, privacy policies or other policies of third parties. Your use of third-party websites is at your own risk and subject to the third party's terms and conditions. We disclaim any and all liability for any information set forth on linked sites.

NO ENDORSEMENT

Information provided on the Site is for your convenience only. We do not endorse the promotions, products, publications or services of any third parties. We do not warrant or validate the advertisements, promotions, communications, or other materials of any third party. Any views expressed by third parties on this Site or Services are solely the views of such third party and we assume no responsibility or liability for the accuracy of any statement made by such third party.

GEOGRAPHIC RESTRICTION

We provide this Site for use only by persons located in certain locations of the United States. We make no claims that the Site and Services herein provided are accessible or

appropriate outside of those locations within the United States. If you access the Site or Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

INDEMNIFICATION

You hereby agree to hold harmless, defend and indemnify us, our principals, owners, officers, directors, managers, employees, contractors, agents, other affiliated companies, suppliers, successors, and assigns from all liabilities, claims, demands, and expenses, including attorney's fees, that arise from or are related to (a) your use or misuse of the Site or Services, (b) your breach of these Terms of Use, (c) the content or subject matter of any information you provide to us, and/or (d) any negligent or wrongful act or omission by you in the use or misuse of the Site or the Services, including without limitation, infringement of third party intellectual property rights. You agree to waive, to the fullest extent permitted by law, all laws that may limit the efficacy of such indemnifications or releases.

LIMITATION ON LIABILITY

IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM ANY LOSS OF USE, LOSS OF PROFITS, LITIGATION, OR ANY OTHER PECUNIARY LOSS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS SITE OR THE PROVISION OF OR FAILURE TO MAKE AVAILABLE ANY SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. We are not liable to you or anyone else for any decision made or action taken based on use of this Site OR SERVICES, except as required by law.

Your acceptance of this limitation of liability is an essential term and We would not grant You access to the Site(s) without your agreement to this essential term of these Terms of Use. If you are a California resident, you waive your rights with respect to California civil code section 1542, which indicates "a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor." Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

DISCLAIMER

THE SITE OR SERVICES ARE PROVIDED BY US ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE SITE OR SERVICES WILL BE UNINTERRUPTED, FREE FROM ERROR, OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

We will use reasonable efforts to keep the Site or Services content timely and accurate, but we make no guarantees, and disclaim any implied warranty or representation about its accuracy, relevance, timeliness, completeness, or appropriateness for a particular purpose. We assume no liability arising from or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Site or Services.

TO THE FULLEST EXTENT PROVIDED BY LAW, WE 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 WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OFFERED THROUGH THE WEBSITE IS AT YOUR OWN RISK.

DATA SECURITY AND BREACH NOTIFICATION

We implement and maintain reasonable administrative, technical, and physical safeguards designed to protect the security, confidentiality, and integrity of personal information and health-related information collected through our Site and Services. These safeguards are based on the sensitivity of the information collected and comply with applicable federal and state laws.

In the event of a security breach involving unauthorized acquisition of your unencrypted personal information or health information, we will notify you and, where required by law, relevant regulatory authorities (including the Federal Trade Commission), as soon as possible and no later than required by applicable law. For breaches involving health information covered by the FTC Health Breach Notification Rule, we will provide notification within sixty (60) days of discovery of the breach. Notification will be provided via the email address you provided during registration, unless otherwise required by law.

GOVERNING LAW

These Terms of Use shall be governed by and construed in accordance with the laws of the State of Texas, as amended from time to time, without regard to principles of conflicts of law.

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 THE SITE OR SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION OCCURS; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

AGREEMENT TO ARBITRATE, VENUE

PLEASE READ THIS ARBITRATION PROVISION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.

You agree that any dispute, claim or controversy arising out of or relating to these Terms OF USE or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, "Dispute(s)") will be settled by binding arbitration. This arbitration clause governs all disputes, except that each party retains the right: (i) to bring an individual action in small claims court, and (ii) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights (the action described in the foregoing clause (ii), an "IP Protection Action").

Opt-Out Right: Without limiting the foregoing, you may decline the above arbitration provisions and you may retain the right to litigate any other Dispute if you provide us with written notice of your desire to do so, by U.S. mail or express courier to the address contained in the "Notices" section below, within thirty (30) days following the date you first agree to these Terms of Use (such notice, an "Arbitration Opt-out Notice"). Your Arbitration Opt-out Notice must include: (1) your name, (2) your address, (3) your email address associated with your account, and (4) a clear statement that you wish to opt out of this arbitration agreement. If you don't provide us with an Arbitration Opt-out Notice within the thirty (30) day period, you will be deemed to have knowingly and intentionally waived your right to litigate any Dispute except as expressly set forth above. The exclusive jurisdiction and venue of any IP Protection Action or, if you timely provide us with an Arbitration Opt-out Notice, any other claims, will be the state and federal courts located in the State of Texas and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

Class Action Waiver: Unless you timely provide us with an Arbitration Opt-out Notice, you acknowledge and agree that you and we are waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and we otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. MOREOVER, THE ARBITRATOR WILL HAVE NO AUTHORITY TO AWARD PUNITIVE, EXEMPLARY, INDIRECT, SPECIAL DAMAGES OR ANY OTHER DAMAGES NOT MEASURED BY THE PREVAILING PARTY'S ACTUAL DAMAGES, EXCEPT AS REQUIRED BY LAW.

Arbitration Procedures: Any arbitration occurring pursuant to this section will be administered by the American Health Lawyers Association ("AHLA") before a single arbitrator with the locale of all hearings requiring physical attendance of the parties to occur in Montgomery County, in the State of Texas, or as otherwise mutually agreed upon by the parties. Any judgment award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

This section will survive any termination of these Terms of Use.

ARBITRATION FEES

The costs of any arbitration, as described in the previous section, including without limitation, the fees of the arbitrator (but excluding each party's attorney's fees) shall be paid by the claimant who initiates an arbitration.

SEVERABILITY

If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect.

WAIVER

No delay by us in the exercise of any right shall be deemed a waiver thereof, nor shall the waiver of a right or remedy in a particular instance constitute a waiver of such right or remedy generally.

NOTICES

We may provide notice to you by e-mail at the e-mail address you provided during registration, by a general notice on the Site or Services, or by written communication delivered by first class U.S. mail or express courier to your address on record in your account information. You may give notice to us at any time, in writing, delivered by first class U.S. mail or express courier to: Active Management Solutions, LLC, 1710 Keller Parkway #2126, Keller, TX 76248.