

TERMS OF SERVICE

Introduction

This Terms of Service Agreement ("Agreement") is entered into by and between Sabiah Health, a direct primary care clinic owned and operated by Dr. Abigail DeVries ("Clinic," "we," "us," or "our"), and you, the user ("User," "you," or "your"). This Agreement governs your access to and use of the website <https://www.sabiahealthnc.com/> ("Website") and any content, features, or services offered through the Website.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE WEBSITE. By accessing or using the Website, you agree to be bound by this Agreement. If you do not agree to all the terms and conditions of this Agreement, you may not access or use the Website.

This Agreement is separate from and in addition to the Clinic's Notice of Privacy Practices, which addresses how we handle protected health information and your rights regarding such information under applicable privacy laws.

Services Description

1.1 Website Services. The Website provides information about the Clinic's direct primary care services, including but not limited to:

- Information about the Clinic's direct primary care model
- Description of healthcare services offered
- Membership options and pricing
- Provider information and qualifications
- Contact information and location details
- Educational resources and health information

1.2 Medical Services Disclaimer. The information provided on the Website is for general informational purposes only and does not constitute medical advice. The Website is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition.

1.3 No Doctor-Patient Relationship. Use of the Website does not establish a doctor-patient relationship between you and the Clinic or any of its healthcare providers. A doctor-patient relationship is only established through formal enrollment in the Clinic's direct primary care program and completion of all required registration forms and agreements.

User Conduct

You agree not to engage in any of the following prohibited activities:

- Using the Website for any purpose that is illegal, beyond the scope of its intended use, or otherwise prohibited in this Agreement;
- Using the Website in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Website;
- Using the Website in any manner that could damage, disable, overburden, or impair the functioning of the Website;
- Using any automated means or interface not provided by us to access the Website or to extract data;
- Attempting to indicate in any manner that you have a relationship with us or that we have endorsed you or any products or services without our express written consent;
- Engaging in any harassing, intimidating, predatory, or stalking conduct;
- Impersonating or posting on behalf of any person or entity or otherwise misrepresenting your affiliation with a person or entity;

- Collecting or storing personal data about other users without their express permission;
- Using the Website to transmit any computer viruses, worms, defects, Trojan horses, or other items of a destructive nature; and
- Using the Website to violate the legal rights (such as rights of privacy and publicity) of others.

Intellectual Property Rights

3.1 Ownership. The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Clinic, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

3.2 License to Use. Subject to your compliance with this Agreement, the Clinic grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Website for your personal, non-commercial use. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials;
- You may store files that are automatically cached by your web browser for display enhancement purposes; and
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.

If we provide social media features with certain content, you may take such actions as are enabled by such features.

3.3 Trademarks. The Clinic name, logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Clinic or its affiliates or licensors. You must not use such marks without the prior written permission of the Clinic. All other names, logos, product and service names, designs, and slogans on the Website are the trademarks of their respective owners.

Privacy

4.1 Privacy Policy. Your use of our direct primary care services is governed by our Notice of Privacy Practices, which is incorporated herein by reference. Please review our Notice of Privacy Practices to understand our practices regarding your personal information.

4.2 Confidential Information. In the course of using the Website, you may have access to confidential information of the Clinic. You agree to maintain the confidentiality of such information and not to disclose it to any third party without the Clinic's prior written consent.

Disclaimer of Warranties

5.1 Website "As Is". THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE CLINIC NOR ANY PERSON ASSOCIATED WITH THE CLINIC MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE.

5.2 Disclaimer of Specific Warranties. WITHOUT LIMITING THE FOREGOING, NEITHER THE CLINIC NOR ANYONE ASSOCIATED WITH THE CLINIC REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE WEBSITE OR THE SERVER THAT MAKES IT

AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

5.3 Limitation of Liability. TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE CLINIC, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, 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, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless the Clinic, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns 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 violation of this Agreement or your use of the Website, including, but not limited to, your User Content, any use of the Website's content, services, and products other than as expressly authorized in this Agreement, or your use of any information obtained from the Website.

Term and Termination

7.1 Term. This Agreement shall remain in full force and effect while you use the Website or maintain an account with us.

7.2 Termination by You. You may terminate this Agreement at any time by ceasing all use of the Website and, if applicable, requesting that we delete your account.

7.3 Effect of Termination. Upon termination of this Agreement for any reason:

- Your right to access and use the Website will immediately cease;
- If applicable, your account will be closed; and
- All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

Modifications to the Agreement

8.1 Amendments. We reserve the right, at our sole discretion, to modify or replace this Agreement at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

8.2 Continued Use. By continuing to access or use the Website after any revisions become effective, you agree to be bound by the revised Agreement. If you do not agree to the new terms, you are no longer authorized to use the Website.

Governing Law and Jurisdiction

9.1 Governing Law. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of North Carolina, without giving effect to any choice or conflict of law provision or rule.

9.2 Jurisdiction. Any legal suit, action, or proceeding arising out of, or related to, this Agreement or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of North Carolina, although we retain the right to bring any suit, action, or proceeding against you for breach of this Agreement in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Dispute Resolution

10.1 Informal Resolution. In the event of any controversy or claim arising out of or relating to this Agreement, or the breach thereof, the parties shall first attempt to settle the dispute by informal negotiation. The party asserting the claim must send a written notice to the other party describing the claim and the relief requested, and the parties shall then attempt to resolve the claim through informal negotiation.

10.2 Arbitration. If the parties are unable to resolve the dispute through informal negotiation within a reasonable period of time (not to exceed 30 days from the date of the initial notice), then either party may elect to have the dispute finally settled by binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall take place in North Carolina, and the language of the arbitration shall be English. The decision of the arbitrator shall be final and binding on the parties.

10.3 Exceptions. Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any 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.

General Provisions

11.1 Entire Agreement. This Agreement, together with the Notice of Privacy Practices and any other legal notices published by the Clinic on the Website, shall constitute the entire agreement between you and the Clinic concerning the Website.

11.2 Severability. If any provision of this Agreement 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 this Agreement will continue in full force and effect.

11.3 Contact Information. Questions or comments regarding the Website should be directed to info@sabiahealthnc.com.

Acknowledgment

By using the Website, you acknowledge that you have read this Agreement, understand it, and agree to be bound by its terms and conditions. If you do not agree to these terms and conditions, you must not access or use the Website.

Effective Date

This Agreement is effective as of December 15, 2025.