

Website Terms of Service

October 9, 2025

The following Terms of Service govern the relationship between you, the end user, and **Kinstead, Inc.** (the management services organization), **Kinstead Provider Group, PA** (the billing entity), and **all independent practices affiliated with Kinstead Provider Group, PA** (collectively, the "**Affiliated Practices**") ("we," "our," "us," or "Kinstead").

1. Terms

It is our sincere hope that you love using us. We mean it when we say that it's an honor to serve you and do the meaningful work that we do. This document contains important decisions that you need to bear in mind before making any decisions.

By accessing this website (which may be owned and operated by **Kinstead, Inc., Kinstead Provider Group, PA**, or any of the **Affiliated Practices**), you are agreeing to be bound by these terms of service, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site. The materials contained in this website are protected by applicable copyright and trademark law.

2. Use License

Permission is granted to temporarily download one copy of the materials (information or software) on **Kinstead's** website (alternatively, **THE WEBSITE**) for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:

- modify or copy the materials;
- use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
- attempt to decompile or reverse engineer any software contained on **Kinstead's** website;
- remove any copyright or other proprietary notations from the materials; or
- transfer the materials to another person or "mirror" the materials on any other server.

This license shall automatically terminate if you violate any of these restrictions and may be terminated by **Kinstead** at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

3. Our Content; Limitation of Liability

The materials on **Kinstead's** website are provided on an 'as is' basis. **Kinstead** makes no warranties, express or implied, and hereby disclaims and negates all other warranties including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Any figures, numbers or other testimonies found in the site should not be construed as promises that you will obtain similar results. While we strive to match you with the right provider, each treatment relationship is different, and not every match is a perfect fit. We do not warrant any particular health outcomes. Further, while we strive to provide a realistic interpretation of your health benefits, estimates on our site ought not be construed as advice or certainty of facts, and we are in no way liable for any incorrect estimations or interpretations, including but not limited to in and/or out of network coverage (for any and all medical services), benefit amount, reimbursement percentage, likelihood of reimbursement.

IN NO EVENT OR UNDER ANY CIRCUMSTANCE SHALL WE BE HELD LIABLE TO YOU (OR TO ANY THIRD PARTY CLAIMING UNDER OR THROUGH YOU) FOR ANY DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM USE OF OUR SERVICES OR INABILITY TO USE OUR SERVICES. IN ALL CASES, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS

NOT REASONABLY FORESEEABLE. IN ANY EVENT THE LIMIT OF OUR LIABILITY FOR ANY LOSS, DAMAGE, CLAIM, OR EXPENSE IS **\$100**.

4. Data You Provide

When you submit information through **Kinstead**, you grant us permission to use this information for all purposes permitted under our Privacy Policy, including, without limitation, to match you to providers, coordinate your care across treating providers, and submit claims to relevant insurance companies and other transmitting intermediaries (insurance clearing houses, software services that may interface directly with insurance companies and/or clearing houses).

You are solely accountable for their legitimacy and accuracy, and are solely responsible for legal and financial repercussions of submitting fraudulent, illegitimate, or inaccurate information that you provide. Insurance fraud is a Federal crime.

In using our site, including for purposes of filing reimbursement claims and looking up benefits, you indemnify us against financial loss real or unrealized, liabilities, claims, demands and expenses, including attorney's fees that may result from your use of our site. The foregoing indemnification obligation does not apply to liabilities, claims and expenses arising as a result of our own intentional misconduct.

5. Third-Party Content

Our website includes content provided by third parties. All such statements and opinions expressed by those third parties are solely their opinions, and thus we are not responsible or liable for their accuracy.

6. Links

Kinstead has not reviewed all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by **Kinstead** of the site. Use of any such linked website is at the user's own risk.

7. Modifications

Kinstead may revise these terms of service for its website at any time without notice. By using this website you are agreeing to be bound by the then current version of these terms of service.

8. Governing Law

These terms and conditions are governed by and construed in accordance with the laws of New York and you irrevocably submit to the exclusive jurisdiction of the state or federal courts New York, New York.

9. Geographic Limitations

Kinstead is owned and operated within the United States, and the company intends its Content to be used by persons within the United States. We do not promote the use of the website outside the United States. **Kinstead's** services are only for use in the state or states in which the providers listed on the site are licensed. If you see a provider through **Kinstead**, you represent that you are located in one of the states listed in the Provider's **Kinstead** profile as a state where the provider is licensed.

10. SMS/Text Notifications

By providing your phone number to **Kinstead**, you agree to receive communications via phone call and/or text message, which may include calls/texts sent using an automated system, from or on behalf of **Kinstead** and/or your **Kinstead**-affiliated provider about account registration, your appointment, rebooking cancelled appointments, insurance claim status, insurance and payment information, and treatment.

10.2 SMS/Text Marketing Messages

As part of the Services, you may receive communications through the Services, including messages sent via email or SMS. By signing up for the Services and providing us with your wireless number, you confirm that you want **Kinstead** to send you information that we think may be of interest to you. **Kinstead** may use automated dialing technology to text you at the wireless number you provided, and you agree to receive communications from **Kinstead**.

In addition to service-related communications, if you opt in to receive marketing messages, you agree to receive automated promotional communications via text message from **Kinstead**. These may include appointment reminders, provider suggestions, special offers, discounts, newsletters, and other marketing communications. Message frequency varies. Message and data rates may apply. Reply **STOP** to any message to opt out at any time or **HELP** for assistance. This consent applies only to messages from **Kinstead**. View our **Privacy Policy** for more information on how we handle your data.