

TERMS AND CONDITIONS

Structural Elements Franchising, LLC and User hereby agree that the following terms and conditions apply to the utilization of the (se)® Connect platform. All visitors to and users of any aspects of the Site (collectively, "Users") are bound by these Terms of Use. SEF, LLC reserves the right to modify the Terms of Use at any time without prior notice. We recommend that you read these Terms of Use carefully. Your access to and use of this Site constitutes your acceptance of all the provisions of these Terms of Use.

You agree and understand that the Site, including any and all features available via the Site and any User Content (as defined below), may be modified by us, in our sole discretion, at any time without prior notice. Unless expressly stated otherwise, any new features, new services, enhancements or modifications to the Site implemented after your initial access to the Site shall be subject to these Terms of Use. We do not actively monitor, and undertake no obligation to monitor or modify, any reviews, information, content, data, text, links to third party websites.

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Registration and Payment

In order to purchase courses on the Site, you are required to register and to select a password and username, which shall consist of an email address you provide ("User ID"). If you register, you agree to provide us with accurate and complete registration information. You may not: (i) enter, select or use a false name or an email address owned or controlled by another person with the intent to impersonate that person, or (ii) use as a User ID a name subject to any rights of a person other than yourself without appropriate authorization. Failure to comply with the terms of this paragraph shall constitute a material breach of these Terms of Use, which may result in immediate termination of your account. In addition, we reserve the right to refuse registration of, or cancel a User ID in our discretion

User agrees to recurring monthly payments through electronic payment until cancelled. User may be locked out of the platform for nonpayment of monthly fees. Fees are non refundable and non transferable and are on a month to month basis.

Security

You are responsible for maintaining the confidentiality of your password; you are fully responsible for all activities that occur under your User ID and password, whether or not you authorize such activities. Any User ID and password for your access to the Site shall be for your personal, non-commercial use only. You agree to (a) immediately notify us of any unauthorized use of your User ID or password of which you become aware, and (b) ensure that you exit from your account at the end of each session.

Use of Site and Requirements

SEF, LLC grants you personal use of the Site. This does not include: (a) any resale or commercial use of the Site or content therein; (b) the collection and use of any product listings or descriptions; (c) making derivative uses of the Site and its contents; or (d) use of any data mining, robots, or similar data gathering and extraction methods on the Site. Except as noted above, Users of the Site are not conveyed any right or license by implication, estoppel, or otherwise in or under any trademark, copyright, or proprietary right of SEF, LLC. You may not use, frame or utilize framing techniques to enclose any trademark, logo or other proprietary information (including the images found at this Site, the content of any text or the layout/design of any page or form contained on a page). Further, you may not use any meta tags or any other "hidden text. Any unauthorized use of the Site will terminate the permission by these Terms and may violate applicable law including copyright laws, trademark laws and communications regulations and statutes. All violators will be prosecuted to the fullest extent of the law.

Permitted uses of the (se)® Connect Site include: searching the Site for Content and business or product information, and purchasing goods or services from the Site. User of (se)® Connect may not use the trademarks of SEF. Upon becoming a network provider, there will be additional guidance.

User is required to comply with the following requirements as applicable:

- User will at all times be free, in its sole discretion, and solely responsible for, the exercise of professional judgment on behalf of patients, as required under state law for the medical professionals. No provision of the Certification Agreement permits SEF to control or direct User in the exercise of professional judgment in the practice of its regulated discipline(s).
- User shall have complete control over, and is fully responsible for, all aspects of the practice of professional health care or healing arts services provided, including the selection of inventory and medical equipment, coding and billing procedures, collection of patient financial responsibility, decisions regarding any patient's need for referral to other health care practitioners, the use of laboratories, the necessity for and selection of diagnostic tests, obtaining informed consent from patients, the disposition of treatment records and training and supervision of licensed, registered or certified practice extenders or other employees or agents involved in the delivery of professional health care or healing arts services by User.
- User shall comply with all requirements of federal, state, and local laws, rules, and regulations, including but not limited to all Health Care Representations and Warranties.

Restrictions on Use

Without limiting the generality of any other provisions of these Terms of Use, you agree you shall not (and you agree not to allow any other individual or entity using your User ID to):

- download, modify, reproduce, adapt, translate, reverse engineer, create derivative works based upon, publicly display, sell, rent, license, or in any way commercially exploit any portion of the Site, except and to the extent expressly permitted under these Terms of Use;
- remove any copyright, trademark or other proprietary rights notice contained in or on the Site;
- use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Site;
- collect any information about other Users (including usernames and/or email addresses) for any purpose.
- create user accounts by automated means or under false or fraudulent pretenses;
- create or transmit to other Users unsolicited electronic communications, such as "spam," or otherwise interfere with other Users' enjoyment of the Site;
- transmit or upload to the Site any item containing or embodying any virus, worm, defect, Trojan horse, software bomb or other feature designed to damage or degrade in any manner the performance of the Site, any other Web site, or any computer or other device or system, or the enjoyment of the by any User;
- use the Site to violate the security of or gain unauthorized access to any computer or computer network or other device or system (including unauthorized attempts to discover passwords or security encryption codes);
- take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large data or traffic load on the Site or the IT infrastructure used to operate and make the Site available;
- use the Site and/ or any User Content, intentionally or unintentionally, to violate any applicable local, state, federal or international law; or
- collect or store personal data about other Users in connection with the prohibited activities described in this paragraph.

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