

Olaris Terms of Use

Effective Date: September 5, 2024

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PLEASE READ THESE TERMS OF USE CAREFULLY. THEY SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE OLARIS WEBSITE.

Olaris, Inc. (“Olaris,” “we”, “our”, or “us”), operate the website located at www.myolaris.com and other related websites or applications with links to these Terms of Use (“Terms”), including any online and mobile websites, platforms, services, and applications owned and operated by Olaris (collectively, the “Olaris Websites”).

These Terms describe the rules for using the Olaris Websites and your receipt of products and services from Olaris (collectively, the “Services”). Any reference to “you” or “your” in these Terms means the individual using a Olaris Website, including but not limited to persons, dependents, or individuals making benefits decisions.

The information and content (“Content”) on the Olaris Websites are for your general information only.

By accessing and using the Olaris Websites, you agree to be bound by the most-recent versions of the Terms and [Privacy Policies](#), and any other terms or policies on our website relevant to the your use of Services. **If you do not agree to all of the Terms set forth below, do not visit the Olaris Websites or use the Services.**

We may change these Terms at any time, and such changes will be posted on this or a similar page and be denoted with “last updated.” You should, therefore, periodically visit this page to review the current Terms, so you are aware of any such revisions to which you are bound. Certain provisions of these Terms may be superseded by expressly designated legal notices or terms located on particular pages within this site. By accessing and using the Olaris Websites, you agree to such revisions.

If the changes are material in nature, we will notify you via e-mail. Additionally, you acknowledge and agree that any activity on the Olaris Websites is subject to monitoring by Olaris at any time, and that Olaris or its affiliates may use the results of such monitoring without limitation, subject to applicable law.

These Terms are in addition to the terms of any other agreement you may enter into with Olaris, and in the event of any conflict, the terms of the other agreement control.

Content Ownership

All rights, title, and interest in and to the Olaris Websites, including the Content, and all intellectual property rights, including all copyright, trademark, patent and trade secret rights therein, shall remain with Olaris and our licensors and vendors, and no ownership interest is transferred to you or any other entity by virtue of making the Content available on the Olaris Websites.

No Medical Advice

The Olaris Websites do NOT provide medical advice, diagnosis or treatment. Nothing on any Olaris Website should be considered medical advice or an endorsement, representation or warranty that any particular medication or treatment is safe, appropriate, or effective for you. Never disregard professional medical advice or delay in seeking it because of something you have read on the Olaris Websites. Medical advice, diagnosis, treatment or recommendation regarding medication should only be made by licensed physicians or other licensed professionals permitted to render medical advice. Always seek the advice from your physician or other qualified health provider with any questions you may have regarding a medical condition.

Restrictions on Use of Olaris Websites

You agree to comply with all applicable laws and regulations while accessing or using Olaris Websites, the Services, or the Content.

You represent and warrant that you are at least thirteen (13) years of age, and that, if you are between thirteen (13) and the age of majority in your state and otherwise not emancipated, a parent and/or guardian agrees to these Terms on your behalf. You agree that we may take any actions permitted or required by law (including the suspension or termination of your access to the Olaris Websites) if we believe, in our sole discretion, that you are engaging in activities that violate these provisions and/or these Terms.

You agree not to:

- misrepresent your identity or provide us with any false information in any information-collection portion of Olaris Websites, such as a registration, enrollment, scheduling or application page;
- modify materials from the Olaris Websites;
- introduce viruses or programs that interrupt, destroy, or limit the functionality of any computer software or hardware; or
- attempt to disassemble or reverse engineer any of the software used to provide the Olaris Websites.

Unless otherwise noted, all materials – including, but not limited to, images, illustrations, designs, icons, photographs, video clips, written compositions, and other work product – that are part of this or any other Olaris Website are the property of Olaris. In addition, unless otherwise noted, all trademarks, service marks, and trade names are the property of Olaris. No material from this or any other Olaris Website may be reproduced, republished, uploaded, posted, transmitted, or distributed in any way, without notice to and prior authorization of Olaris. Any modification, use, adaptation translation, derivative work of any Olaris Website materials without notice to and prior authorization of Olaris is a violation of Olaris’s ownership and proprietary rights in such materials; *provided, however*, that you may download, where specifically permitted, copies of the materials for your personal, noncommercial use only, and provided that you keep intact all ownership and proprietary notices. For purposes of these Terms, the use of any such material on any other website or network computer environment is prohibited.

Use of the Services

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable right and license to use the Olaris Websites and/or the Services solely for your personal and non-commercial purposes. Your use of the Olaris Websites and/or the Services must be in accordance with all applicable laws. You acknowledge that you do not acquire any other rights in the Olaris Websites or Services or any component thereof.

The following is a list of the type of actions that you may not engage in with respect to the Olaris Websites and/or Services:

- You will not use any robot, spider, site search/retrieval application, or other manual or automatic device or process to download, access, retrieve, index, “data mine”, or in any way reproduce or circumvent, avoid, bypass, remove, or deactivate the navigational structure or technical measures or presentation of the Olaris Websites and/or the Services or its contents;
- You will not interfere, access, tamper with or disrupt the Olaris Websites and/or the Services or the servers or networks connected to the Olaris Websites and/or the Services;
- You will not attempt to probe, scan or test the vulnerability of the Olaris Websites and/or the Services or any of our systems or network or breach any security or authentication measures;
- You will not use any meta tags or other hidden text or metadata utilizing our trademarks, logos, URLs or product names without our express written consent;
- You will not use the Olaris Websites and/or the Services or content, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;
- You will not post, distribute, or reproduce in any way any content that infringes third-party intellectual property rights or violates third party rights of privacy or rights of publicity;
- You will not use, display, “frame” or “mirror” any part of the Olaris Website and/or the Services, our names, any of our trademarks, logos or other proprietary information, or the layout and design of any page or form contained on a page, without prior written authorization from us;
- You will not collect or store any personal information, including personally identifiable information, from others without their express permission;
- You will not provide any inaccurate, incomplete, false or misleading information about yourself when using the Olaris Websites and/or the Services; and
- You will not assist or permit any person to engage in any of the activities described in this section.

The Olaris Websites and the Services are developed and are intended for use only within the United States and its territories. The Olaris Websites and Services are hosted and only available within the United States and should be used only when you are physically in the United States. All personal data collected by the Olaris Websites and Services is stored within the United States. We make no representation that the Olaris Websites and Services are appropriate for use outside the United States and its territories. Those who choose to access and use the Olaris Websites and/or the Services from outside the United States and its territories do so on their own initiative, at their own risk, and are responsible for compliance with applicable laws.

Content and Privacy

We understand the importance of confidentiality and privacy regarding your information. Please see our [Privacy Policies](#) for information about how we collect and use your information collected through the Olaris Websites. The Privacy Policies are hereby incorporated into these Terms by reference and constitute a part of these Terms.

Links

While visiting Olaris Websites, it may be possible for you to click on a link to other online websites, mobile websites, platforms, services, and applications and leave the Olaris Website. Olaris does not endorse, and is not responsible for, the content and accuracy of linked online websites, mobile websites, platforms, services, and applications operated by third parties or for any actions or inactions take by or interactions with such third parties.

Consent to Electronic Communications

When you provide us with your e-mail and/or phone number or communicate with us electronically via e-mail, text message, or messages via the Olaris Websites, you consent to receive communications from us electronically. You agree to promptly notify us if you change your contact information.

If you later decide that you do not want to receive future communications electronically, please send an email to customercare@myolaris.com. Your withdrawal of consent will be effective within a reasonable time after we receive your withdrawal notice described above.

We may need to send you certain communications electronically regarding the Services. You will not be able to opt out of those communications. Your withdrawal of consent will not affect the legal validity or enforceability of the Terms provided to and accepted by you. If you withdraw your consent to receive communications electronically, certain Services may become unavailable to you.

Disclaimer

The materials in the Olaris Websites are provided "AS IS" and are without representations or warranties of any kind, express or implied. To the fullest extent permissible, pursuant to applicable law, Olaris disclaims any and all representations and warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. Olaris does not warrant that the use of a Olaris Website or materials will be uninterrupted or error-free, that defects will be corrected, or that this site or any other Olaris Website or the server(s) that make access to the Olaris Website available are free of viruses or other harmful components. Olaris does not warrant, represent, or make any representations regarding the use or the results of the use of the materials in this or any other Olaris Website, in terms of their correctness, accuracy, reliability, or otherwise limitation of liability. Under no circumstances, including but not limited to negligence, shall Olaris be liable for any special or consequential damages that result from the use of, the reliability on, or the inability to use the materials in this or any other Olaris Website, even if Olaris or a Olaris affiliated entity or authorized representative has been advised of the possibility of such damages. In no event shall Olaris's total liability to you or

anyone else for any and all damages, losses, and causes of action (whether in contract, tort – including but not limited to negligence – or otherwise) exceed the amount paid by you, if any, for accessing this or any other Olaris Website.

Any reference made by this website or any other Olaris Website to any specific commercial product, process, or service (or provider of such product, process or service) by trade name, trademark, hyperlink, or otherwise, does not constitute or imply an endorsement, recommendation, or favoring by Olaris. Any opinions, advice, statements, services, offers or other information expressed or made available by third parties, including information providers, users or others, are those of the respective author(s) or distributor(s) and do not necessarily state or reflect those of Olaris.

Termination

We may terminate, cancel, suspend, or block your use of the Olaris Websites and/or registration at any time, without cause and/or without notice.

Agreement to be Bound by Electronic Signature

Your affirmative act of using the Olaris Websites, or receiving any Services offered through the Olaris Website, constitutes your electronic signature to these Terms and your consent to enter into agreements with us electronically.

Jurisdiction and Governing Law

These Terms and your use of the Services shall be governed by the laws of the State of Massachusetts, without giving effect to the principles of conflict of laws. Subject to the requirement to arbitrate set forth below, exclusive jurisdiction for all disputes that do not require arbitration will be the state and federal courts located in Middlesex County, Massachusetts, and you consent to the jurisdiction of those courts. If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

Dispute Resolution

Certain portions of this section are deemed to be a “written agreement to arbitrate” pursuant to the Federal Arbitration Act. You and Olaris agree that we intend that this section satisfies the “writing” requirement of the Federal Arbitration Act.

- A. *First – Try to Resolve Disputes and Excluded Disputes.* If any controversy, allegation, or claim arises out of or relates to the Services or these Terms, whether heretofore or hereafter arising (collectively, “Dispute”), or to any of Olaris’s actual or alleged intellectual property rights (an “Excluded Dispute”), which includes those actions set forth in subsection (C), then you and we agree to send a written notice to the other providing a reasonable description of the Dispute or Excluded Dispute, along with a proposed resolution of it. Our notice to you will be sent to you

based on the most recent contact information that you provide us. But if no such information exists or if such information is not current, then we have no obligation under this subsection (A). Your notice to us must be sent to customercare@myolaris.com. For a period of sixty (60) days from the date of receipt of notice from the other party, Olaris and you will engage in a dialogue in order to attempt to resolve the Dispute or Excluded Dispute, though nothing will require either you or Olaris to resolve the Dispute or Excluded Dispute on terms with respect to which you and Olaris, in each of our sole discretion, are not comfortable.

- B. *Binding Arbitration.* If we cannot resolve a Dispute as set forth in subsection (A) (or agree to arbitration in writing with respect to an Excluded Dispute) within sixty (60) days of receipt of the notice, then ANY AND ALL DISPUTES ARISING BETWEEN YOU AND OLARIS (WHETHER BASED IN CONTRACT, STATUTE, REGULATION, ORDINANCE, TORT—INCLUDING, BUT NOT LIMITED TO, FRAUD, ANY OTHER INTENTIONAL TORT OR NEGLIGENCE—COMMON LAW, CONSTITUTIONAL PROVISION, RESPONDEAT SUPERIOR, AGENCY OR ANY OTHER LEGAL OR EQUITABLE THEORY), WHETHER ARISING BEFORE OR AFTER THE EFFECTIVE DATE OF THESE TERMS, MUST BE RESOLVED BY FINAL AND BINDING ARBITRATION. THIS INCLUDES ANY AND ALL DISPUTES BASED ON ANY PRODUCT OR SERVICE PURCHASED THROUGH OLARIS WEBSITES OR ADVERTISING AVAILABLE ON OR THROUGH THE OLARIS WEBSITES. For U.S. residents, the Federal Arbitration Act (“FAA”), not state law, shall govern the arbitrability of all disputes between Olaris and you regarding these Terms and the Services, including the “No Class Action Matters” subsection below. BY AGREEING TO ARBITRATE, EACH PARTY IS GIVING UP ITS RIGHT TO GO TO COURT AND HAVE ANY DISPUTE HEARD BY A JUDGE OR JURY. Olaris and you agree, however, that the applicable state, federal or provincial law, as contemplated in the “Jurisdiction and Governing Law” section above, shall apply to and govern, as appropriate, any and all claims or causes of action, remedies, and damages arising between you and Olaris regarding these Terms and the Services, whether arising or stated in contract, statute, common law, or any other legal theory, without regard to any jurisdiction’s choice of law principles.

Any Dispute will be resolved solely by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association (“AAA”), except as modified herein, and the arbitration will be administered by the AAA. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the Commercial Arbitration Rules of the AAA. If a party properly submits the Dispute to the AAA for formal arbitration and the AAA is unwilling to set a hearing then either party can elect to have the arbitration administered by the Judicial Arbitration and Mediation Services Inc. (“JAMS”) using JAMS’ streamlined Arbitration Rules and Procedures, or by any other arbitration administration service that you and an officer or legal representative of Olaris consent to in writing. If an in-person arbitration hearing is required and you are a U.S. resident, then it will be conducted in Middlesex County, Massachusetts. You and we will pay the administrative and arbitrator’s fees and other costs in accordance with the applicable arbitration rules; but if applicable arbitration rules or laws require Olaris to pay a greater portion or all of such fees and costs in order for this section to be enforceable, then Olaris will have the right to elect to pay the fees and costs and proceed to arbitration. The arbitration will be conducted by a single arbitrator who will apply and be bound by these Terms, and will determine any Dispute according to applicable law and facts based upon the record and no other basis, and will issue a reasoned award only in favor of the individual party seeking relief and only to the extent to provide relief warranted by that party’s individual claim. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration and class action waiver provisions are for the court to decide.

The arbitrator will render an award within the time frame specified in the Commercial Arbitration Rules of the AAA. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator will have the authority to award monetary damages on an individual basis and to grant, on an individual basis, any non-monetary remedy or relief available to an individual to the extent available under applicable law, the Commercial Arbitration Rules of the AAA, and these Terms. The arbitrator's award of damages and/or other relief must be consistent with the terms of the "Limitation of our Liability" section below as to the types and the amounts of damages or other relief for which a party may be held liable. If a claim is brought seeking public injunctive relief and a court determines that the restrictions prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim (and that determination becomes final after all appeals have been exhausted), the claim for public injunctive relief will be determined in court and any individual claims will be arbitrated. In such a case, the court shall stay the claim for public injunctive relief until the arbitration pertaining to individual relief has been entered in court. In no event will a claim for public injunctive relief be arbitrated. Attorneys' fees will be available to the prevailing party in the arbitration only if authorized under applicable substantive law governing the claims in the arbitration. If the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), Olaris will have the right to recover its attorneys' fees and expenses. This arbitration provision shall survive termination of these Terms or the Services. You can obtain AAA and JAMS procedures, rules, and fee information as follows: AAA: 800.778.7879 and <http://www.adr.org> and JAMS: 800.352.5267 and <http://www.jamsadr.com>.

- C. *Special Additional Procedures for Mass Arbitration.* If twenty-five (25) or more similar claims are asserted against Olaris by the same or coordinated counsel or are otherwise coordinated, you understand and agree that the resolution of your Dispute might be delayed. You also agree to the following coordinated bellwether process and application of the AAA Multiple Consumer Case Filing Fee Schedule. Counsel for the claimants and counsel for Olaris shall each select five (5) cases (per side) to proceed first in individual arbitration proceedings as part of a bellwether process; the parties may but are not required to agree in writing to modify the number of cases to be included in the bellwether process. The remaining cases shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those cases until they are selected to proceed to individual arbitration proceedings pursuant to this provision. In the bellwether process, a single arbitrator shall preside over each case. Only one (1) case may be assigned to each arbitrator during the bellwether process unless the parties agree otherwise. After decisions have been rendered in the first ten (10) cases, Olaris and all claimants shall engage in a global mediation in an attempt to resolve the remaining cases with the benefit of the decisions in the bellwether cases. If the parties are unable to resolve the remaining cases after the mediation, each side shall select another ten (10) cases (per side) to proceed to individual arbitration proceedings as part of a second bellwether process. After decisions have been rendered in the second group of twenty (20) cases, Olaris and all claimants shall engage in a second global mediation in an attempt to resolve the remaining cases with the benefit of the decisions in the decided bellwether cases; if a global settlement cannot be reached in the second mediation, the parties also may discuss with the mediator the process for resolving the remaining cases with the benefit of the decisions in the first two (2) rounds of bellwether cases; the parties are not required to agree to any modifications to the process set forth herein. Absent a

settlement or agreement to modify the procedure for arbitrating the remaining cases, in order to increase the efficiency of administration and resolution of arbitrations, the arbitration provider shall: (i) administer the arbitration demands in batches of fifty (50) demands per batch (to the extent there are fewer than fifty (50) arbitration demands left over after the batching described above, a final batch will consist of the remaining demands); (ii) designate one (1) arbitrator for each batch; and (iii) provide for a single filing fee due per side per batch. You agree to cooperate in good faith with Olaris and the arbitration provider to implement such a “batch approach” or other similar approach to provide for an efficient resolution of claims, including the payment of single filing and administrative fees for batches of claims. This “batch arbitration” provision shall in no way be interpreted as authorizing class arbitration of any kind. Olaris does not agree or consent to class arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstances, except as set forth in this subsection (C). The statute of limitations and any filing fee deadlines shall be tolled for claims subject to this subsection (C) from the time of the first cases are selected for a bellwether process until the time your case is selected to proceed, withdrawn, or otherwise resolved. A court shall have authority to enforce this subsection (C) and, if necessary, to enjoin the mass filing or prosecution of arbitration demands against Olaris.

- D. *Limited Time to File Claims.* TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU OR WE WANT TO ASSERT A DISPUTE (BUT NOT AN EXCLUDED DISPUTE) AGAINST THE OTHER, THEN YOU OR WE MUST COMMENCE IT (BY DELIVERY OF WRITTEN NOTICE AS SET FORTH IN SUBSECTION (A) WITHIN ONE (1) YEAR AFTER THE DISPUTE ARISES – OR IT WILL BE FOREVER BARRED.
- E. *Injunctive Relief.* The foregoing provisions of this section will not apply to any legal action taken by Olaris to seek an injunction or other equitable relief in connection with, any loss, cost, or damage (or any potential loss, cost, or damage) relating to the Olaris Websites and/or the Services and/or Olaris’s intellectual property rights (including such Olaris may claim that may be in dispute), Olaris’s operations, and/or Olaris’s products or services.
- F. *No Class Action Matters.* YOU AND OLARIS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING OR AS AN ASSOCIATION. Disputes will be arbitrated only on an individual basis and will not be joined or consolidated with any other arbitrations or other proceedings that involve any claim or controversy of any other party. There shall be no right or authority for any Dispute to be arbitrated on a class action basis or on any basis involving Disputes brought in a purported representative capacity on behalf of the general public, or other persons or entities similarly situated. But if, for any reason, any court with competent jurisdiction holds that this restriction is unconscionable or unenforceable, then our agreement in subsection (B) to arbitrate will not apply and the Dispute must be brought exclusively in court in accordance with the section above. Notwithstanding any other provision of this section, any and all issues relating to the scope, interpretation and enforceability of the class action waiver provisions contained herein (described in this “No Class Action Matters” section), are to be decided only by a court of competent jurisdiction, and not by the arbitrator. The arbitrator does not have the power to vary these class action waiver provisions.

- G. *Small Claims Matters are Excluded from Arbitration Requirement.* Notwithstanding the foregoing, either of us may bring qualifying claim of Disputes (but not Excluded Disputes) in small claims court of competent jurisdiction.

Limitation of our Liability

TO THE EXTENT PERMITTED UNDER ANY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL ANY OLARIS PARTIES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND, including personal injury or death or for any direct, indirect, economic, exemplary, special, punitive, incidental, or consequential losses or damages that are directly or indirectly related to:

1. the Olaris Websites and/or the Services;
2. your use of or inability to use the Olaris Websites and/or Services, or the performance of the Olaris Websites or the Services;
3. any action taken in connection with an investigation by Olaris or law enforcement authorities regarding your access to or use of Olaris Websites or the Services;
4. any action taken in connection with copyright or other intellectual property owners or other rights owners;
5. any errors or omissions in the Olaris Websites' or the Services' technical operation; or
6. any damage to any user's computer, hardware, software, modem, or other equipment or technology, including damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line, or network failure or any other technical or other malfunction, including losses or damages in the form of lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or equipment failure or malfunction.

The foregoing limitations of liability will apply even if any of the foregoing events or circumstances were foreseeable and even if Olaris was advised of or should have known of the possibility of such losses or damages, regardless of whether you bring an action based in contract, negligence, strict liability, or tort (including whether caused, in whole or in part, by negligence, acts of god, telecommunications failure, or destruction of the Olaris Websites or the Services).

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages of the sort that are described above, so the above limitation or exclusion may not apply to you.

EXCEPT AS MAY BE PROVIDED IN ANY ADDITIONAL TERMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE OLARIS'S TOTAL LIABILITY TO YOU, FOR ALL POSSIBLE DAMAGES, LOSSES, AND CAUSES OF ACTION IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE OLARIS WEBSITES OR THE SERVICES AND YOUR RIGHTS UNDER THESE TERMS, EXCEED AN AMOUNT EQUAL TO THE AMOUNT YOU HAVE PAID OLARIS IN CONNECTION WITH THE TRANSACTION(S) THAT UNDERLIE THE CLAIM(S); PROVIDED, HOWEVER, THIS PROVISION WILL NOT APPLY IF A TRIBUNAL WITH APPLICABLE JURISDICTION FINDS SUCH TO BE UNCONSCIONABLE.