



TERMS OF USE

UPDATED JUNE 24, 2023

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING OUR SITE AS FURTHER DEFINED AND DESCRIBED BELOW. THIS IS A BINDING LEGAL AGREEMENT. BY ACCESSING AND CONTINUING TO USE OUR SITE, YOU AGREE TO THESE TERMS AND CONDITIONS. PLEASE DO NOT USE OUR SITE IF YOU DO NOT AGREE TO EACH AND EVERY ONE OF THESE TERMS AND CONDITIONS.

Knnex Health, Inc. with its corporate headquarters at Franklin, Tennessee, United States of America (collectively, "Knnex Health", "we", "our", or "us") provides content concerning orthopedic care, patient, experience, provider networks, and various related services, including through this website (the "Site"). These Terms of Use, together with any other applicable agreements or other documents as may be expressly incorporated by reference (collectively, "Terms"), govern your access and use of our Site, including any content, functionality, and services as may be offered through our Site as a visitor ("User", "You", "you", or "your"). Our handling of any information collected or provided through use of our Site is governed by our [Privacy Notice](#). Our Site is controlled and operated from the United States and is subject to United States law.

DO NOT USE THE SITE FOR EMERGENCY OR URGENT MEDICAL MATTERS. FOR ALL URGENT OR EMERGENCY MATTERS THAT USER BELIEVES MAY IMMEDIATELY AFFECT USER'S HEALTH, USER MUST IMMEDIATELY CALL 911 OR GO TO THE NEAREST EMERGENCY ROOM OR URGENT CARE FACILITY.

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SITE. THESE TERMS GOVERN USER'S USE OF THE SITE, AND AFFECT USER'S LEGAL RIGHTS AND OBLIGATIONS. THESE TERMS SHALL REMAIN IN EFFECT UNTIL USER CEASES USING THE SITE OR KNNEX HEALTH TERMINATES USER'S RIGHT TO USE THE SITE. USER MUST BE AT LEAST 18 YEARS OLD TO ACCESS AND USE THE SITE. BY ACCESSING OR USING ANY PART OF THE SITE, USER AGREES THAT USER HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THESE TERMS. IF USER DOES NOT AGREE TO BE SO BOUND, PLEASE DO NOT ACCESS OR USE THE SITE.

Knnex Health reserves the right, at its sole discretion, to make changes to all or part of these Terms at any time. User is responsible for checking these Terms periodically for changes. User's continued use of the Site means that User agrees to any new or modified provisions of these Terms posted on the Site.

1. Access and Use of the Site

A. Subject to the terms and conditions of these Terms, Knnex Health hereby grants User a limited, revocable, personal, non-exclusive, non-transferable right during the term of these Terms to access and use the Site for User's personal use.

B. To the extent that User provides any information, including but not limited to personal information, to Knnex Health or its representatives, User warrants that (1) User is providing or obtaining only User's own information or the information of others which User is authorized to provide to third parties and/or obtain from third parties on their behalf; and (2) the use of such information by Knnex Health and its representatives will not infringe upon or misappropriate the intellectual property rights or otherwise violate the rights of any third parties.



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C. Certain services may be provided by an outside healthcare professional (“Physicians”). Physicians are not agents or employees of Knnex Health and are not under the control of Knnex Health when rendering care or treatment. Physicians are independent medical practitioners exercising independent medical judgments and may potentially use infrastructure provided by Knnex Health. User hereby irrevocably releases Knnex Health, its affiliated entities, and its respective administrators, officers, employees and directors from liability for any and all errors and omissions, including negligent acts, known or unknown arising from acts or omissions of the Physicians.

D. When User uses the Site, User may be asked to voluntarily supply certain information. User represents and warrants that the information User supplies to Knnex Health is true, correct and complete. Knnex Health will employ the use of third party services for the purpose of facilitating certain services and interactions. By submitting User’s information, User grants Knnex Health the right to provide the information to these third parties subject to Knnex Health’s [Privacy Notice](#). Knnex Health reserves the right to refuse or cancel User’s services or access to the Site at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in User’s information, or other reasons. Knnex Health reserves the right to refuse or cancel User’s services or Site access if fraud or an unauthorized or illegal transaction is suspected.

E. Knnex Health may use email and push notifications to communicate with User on a recurring basis. By providing User’s email address and/or phone number, User consents and gives permission to be contacted at such email address and/or phone number by Knnex Health and its partners. In addition, by enabling push notifications through the Site, User consents and gives permission to receive such notifications by Knnex Health and its partners. User certifies that User has provided User’s own contact information. You can stop receiving promotional email communications from Knnex Health at any time by clicking on the “unsubscribe” link at the bottom of any promotional email you receive from us or by contacting us by either emailing info@knnex.com or by calling us at (615) 241-6142. You can opt-out of receiving text messages from us by replying “STOP” to the text message you receive from us. Please note that this will only opt you out of the specific text messaging program associated with that number.

F. Knnex Health will use commercially reasonable efforts to provide access to the Site 24 hours a day, 7 days a week, except in the case of natural disasters or events beyond Knnex Health’s control and subject to any breakdowns or maintenance operations required to ensure the smooth operation of the Site. Knnex Health will not be liable for any failures or deficiencies in the performance of the Site by reason of maintenance, breakdown, or any event beyond Knnex Health’s control, including without limitation natural disasters, internet outage, interruption of service, labor disturbances, technological disaster, terrorism, or war.

G. User acknowledges that data conversion and transmission is subject to the likelihood of human and machine errors, omissions, delays, and losses, including inadvertent loss of data or damage to media, that may give rise to loss or damage. Knnex Health shall not be liable for any such errors, omissions, delays, or losses. User understands and agrees that use of or connection to the internet is inherently insecure and that connection to the internet provides opportunity for unauthorized access by a third party to computer systems, networks, and any and all information stored therein. All information transmitted and received through the internet is subject to



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unauthorized interception, diversion, corruption, loss, access, and disclosure. Knnex Health shall not be responsible for any adverse consequences whatsoever of User's connection to or use of the internet, and shall not be responsible for any use by User of an internet connection in violation of any law, rule, or regulation or any violation of the intellectual property rights of another.

H. User's rights under these Terms will terminate automatically without notice from Knnex Health if User fails to comply with these Terms. Upon termination, User shall immediately cease all use of the Site. Knnex Health reserves the right to terminate User's access to any or all aspects of the Site or to discontinue any aspect of the Site at any time for any reason whatsoever without notice to User.

2. Financial Responsibility

User acknowledges that User or User's insurer is responsible for paying for any fees associated with any services that may be offered through the Site. User understands and agrees that Knnex Health is not responsible for any claim, loss, or damage directly or indirectly resulting from User's use of the Site or other services that may be offered through the Site. In proceeding with services, patient agrees their insurance or other appropriate payor will be billed.

3. Restrictions

User may only use the Site for lawful purposes. User agrees that User will not: (1) infringe any copyright, patent, right of privacy, right of publicity, trademark, trade secret, or other right of Knnex Health or any third party; (2) abuse, defame, harass, or stalk any individual or other user of the Site; (3) interfere or attempt to interfere with, or damage or attempt to damage, the Site or the proper working thereof, including, without limitation, through the use of cancel bots, denial of service attacks, flood pings, forged routing or electronic mail address information, harmful code, packet or IP spoofing, phishing, Trojan horses, viruses, or similar methods or technology; (4) use any deep-link, page-scrape, robot, spider, or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or any content thereon, or in any way reproduce or circumvent the navigational structure or presentation of the Site, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site; (5) misrepresent User's identity, provide false information, impersonate another person or entity, misrepresent User's affiliation with a person or entity, including, without limitation, Knnex Health, create or use a false identity, or attempt to use another user's identity; (6) attempt to obtain unauthorized access to the Site; (7) collect, reverse look-up, trace or seek to trace, manually or through automated means, information about other users or visitor to the Site without their express consent; (8) use any meta tags or any other hidden text utilizing the Knnex Health name, service marks, trademarks, or product or service names; (9) advertise, offer to sell, or sell any goods or services set forth in the Site or otherwise use the Site to solicit other users, except as expressly permitted by Knnex Health; (10) engage in any activity that interferes with any third party's ability to use or enjoy the Site; (11) probe, scan, or test the vulnerability of the Site or any network connected thereto, or breach the security or authentication measures on the Site or any network connected thereto; (12) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or Knnex Health's systems or



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networks, or any systems or networks connected thereto; or (13) assist any third party in engaging in any activity prohibited by these Terms.

4. Intellectual Property

A. The Site, and all intellectual property, trademarks, service marks, information, data, and other materials made available to User in connection with these Terms, together with the design of the Site, and text, scripts, graphics and features and other content and materials therein (collectively, "Content") are the sole and exclusive property of Knnex Health and its licensors, and are available to User solely for purposes of User's use of and access to the Site in accordance with these Terms. The Content is owned by or licensed to Knnex Health and protected by copyright and other intellectual property rights under United States and foreign laws and international conventions. All rights, title and interests in and to the Content and all copyrights, trade secret rights, patents, trademarks and any other intellectual property or proprietary rights in and to the Content shall at all times remain the exclusive property of Knnex Health and/or its licensors. Except for the limited rights granted herein, nothing in these Terms shall transfer to User any right, title, or interest in or to any Content.

B. By submitting any information, suggestions, enhancement notations, comments, or ideas and other feedback to Knnex Health with respect to our Site or services as may be offered by Knnex Health (collectively, "Feedback"); you agree that such Feedback shall be deemed, and shall remain, Knnex Health's property. Feedback shall not be subject to any obligation of confidentiality on Knnex Health's part and Knnex Health shall not be liable for any use or disclosure of any Feedback. Knnex Health shall own all rights and interests related to Feedback (including without limitation all intellectual property rights therein) and shall be entitled to use any Feedback without restriction for any purpose whatsoever, commercial or otherwise, without compensation to you.

5. Compliance with Laws; Privacy

Knnex Health will treat any information it collects or receives from User through the Site in accordance with its Privacy Notice (the "Privacy Notice"), which is incorporated by reference. Please review the Privacy Notice before using the Site. If User is unwilling to accept the terms and conditions of the Privacy Notice, please do not use the Site.

6. Communications with Users; Links to Third Parties

A. Knnex Health, through the Site or the contact information User has provided, may contact User regarding certain offers or products of Knnex Health or other of its partners that Knnex Health believes may be beneficial to User. User understands and agrees that Knnex Health may contact User in this manner. User will also have the authority to opt out of such use at any time by contacting Knnex Health.

B. The Site also may contain links to the websites of Knnex Health partners, advertisers, or unrelated third party companies ("Linked Sites"). Knnex Health does not own and has no control over the Linked Sites and therefore assumes no responsibility and makes no warranties or representations with respect to the availability of these websites, their content, advertising

material, and the products or services available at or through the Linked Sites. Knnex Health does not endorse any Linked Site, is not bound by the terms and conditions, if any, of such Linked Sites, and the existence of a Linked Site does not mean that Knnex Health has any affiliation, connections, endorsement, or sponsorship of such websites or their owners or operators. Knnex Health accepts no liability for any direct or indirect damage that may result from User's visit to a Linked Site, or from User's use of the contents, products, or services of these websites or their owners or operators. Users acknowledges and agrees that Knnex Health shall not be responsible or liable for the content or conduct of, associated with, or related to any Linked Site, and, accordingly, User's access and use of any Linked Site shall be solely at User's own risk. If User has any questions or concerns regarding any Linked Site, User should review any terms and conditions and privacy policy maintained by that Linked Site or should contact the applicable party or their website administrator.

7. Disclaimers

USER AGREES THAT USER'S USE OF THE SITE SHALL BE AT USER'S SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, KNNEX HEALTH, ITS SUPPLIERS, AND AFFILIATES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE, CONTENT, AND USER'S USE THEREOF, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TIMELINESS, ACCURACY, COMPLETENESS, TITLE AND NON-INFRINGEMENT. THE SITE AND ALL CONTENT ARE PROVIDED "AS AVAILABLE," "AS IS," AND "WITH ALL FAULTS," WITHOUT WARRANTY OR CONDITION OF ANY KIND. KNNEX HEALTH MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE AVAILABILITY, ACCURACY, OR COMPLETENESS OF THE SITE OR CONTENT, AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM USER'S ACCESS TO AND/OR USE OF THE SITE OR CONTENT, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF KNNEX HEALTH'S OR ITS SUPPLIERS' SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY TRANSMISSION TO OR FROM THE SITE, AND/OR (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE THROUGH THE ACTIONS OF ANY THIRD PARTY. NEITHER KNNEX HEALTH NOR ANY OF ITS SUPPLIERS OR AFFILIATES WARRANT THAT (A) THE SITE OR CONTENT WILL MEET USER'S REQUIREMENTS, (B) THE OPERATION OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, OR (C) THE SITE OR CONTENT WILL BE UP-TO-DATE, COMPLETE, COMPREHENSIVE, OR ACCURATE, OR THAT ERRORS WILL BE CORRECTED.

Knnex Health does not recommend or endorse any specific drugs, tests, physicians, products, procedures, opinions, "off-label" drug uses, or other information that may be mentioned on the Site. The information presented on the Site should not be construed as personal medical advice or instruction. All information provided by Knnex Health is for informational purposes only. User's reliance upon any information obtained or used by User is solely at User's own risk. Knnex Health is not responsible for the accuracy of any information or content provided or sent by User or other users of the Site. User is responsible for verifying the accuracy of any information User sends or receives through the Site, including User data or any of User's health information, data, or records.



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Knnex Health is not responsible for communication malfunctions, failures, or lost, stolen, or otherwise misdirected, transmissions, messages or entries, or the security of any such communications. **IF USER HAS AN EMERGENCY, DO NOT USE THE SITE TO CONTACT USER'S PHYSICIAN – USER SHOULD CALL 911 AND REQUEST EMERGENCY CARE ASSISTANCE.**

8. Limitation of Liability

IN NO EVENT SHALL KNNEX HEALTH, ITS SUPPLIERS, OR AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM OR RELATED TO ANY (1) ERRORS, MISTAKES, OR INACCURACIES IN THE SITE, (2) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF THE SITE, (4) ANY TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE, (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF USER'S USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE, AND/OR (7) THE DISCLOSURE OF INFORMATION PURSUANT TO THESE TERMS, IN EACH CASE WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT KNNEX HEALTH IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

IF ANY EXCLUSION, DISCLAIMER OR OTHER PROVISION CONTAINED IN THESE TERMS IS HELD TO BE INVALID FOR ANY REASON BY A COURT OF COMPETENT JURISDICTION, AND KNNEX HEALTH, OR ONE OF ITS AFFILIATES, OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES BECOMES LIABLE FOR LOSS OR DAMAGE THAT COULD OTHERWISE BE LIMITED, SUCH LIABILITY WHETHER IN CONTRACT, TORT OR OTHERWISE WILL NOT EXCEED IN THE AGGREGATE THE GREATER OF THE AMOUNT ACTUALLY PAID BY USER TO KNNEX HEALTH (IF ANY) OR ONE HUNDRED DOLLARS (\$100.00 USD). BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO USER. IF USER IS DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY PORTION OF THESE TERMS, USER'S SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

IF USER IS A RESIDENT OF NEW JERSEY, TO THE EXTENT NEW JERSEY LAW PROHIBITS THE LIMITATIONS AND/OR EXCLUSIONS OF LIABILITY SET FORTH IN THESE TERMS, SUCH LIMITATIONS AND/OR EXCLUSIONS SHALL NOT APPLY TO USER.

Any claim or cause of action arising out of or related to User's use of the Site, these Terms, or User's use of Content made available through or on the Site must be filed within one (1) year after such claim or cause of action arose or it shall forever be barred, notwithstanding any statute of limitations or other law to the contrary.



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9. Indemnity

User agrees to defend, indemnify, and hold Knnex Health, its suppliers and affiliates, and their respective officers, directors, employees and agents harmless from and against any and all claims, losses, liability, costs, and expenses (including attorneys' fees) arising from or related to User's use of the Site, and User covenants not to sue Knnex Health or its affiliates for any injuries to User or User's property arising out of or related to User use of the Site.

10. Disputes; Governing Law and Jurisdiction

These Terms shall be governed by the internal substantive laws of the State of Tennessee, without respect to its conflict of laws principles. Any claim or dispute between User and Knnex Health that relates to or arises in whole or in part from these Terms shall be decided exclusively by a court of competent jurisdiction located in Davidson County, Tennessee, provided, that User hereby agrees that any dispute arising out of or relating in any way to these Terms or User's use of the Site or any information, materials or services User obtains from Knnex Health requires that such claim be resolved exclusively by confidential binding arbitration. The arbitration shall be conducted before three neutral arbitrators in Davidson County, Tennessee, in accordance with the rules of the American Arbitration Association ("AAA"), as then in effect. No claims of any other parties may be joined or otherwise combined in the arbitration proceeding. Unless otherwise expressly required by applicable law, each party shall bear its own attorneys' fees without regard to which party is deemed the prevailing party in the arbitration proceeding. Punitive and consequential damages may not be awarded under these Terms.

BECAUSE THE USE OF THE SITE REQUIRES THE ARBITRATION OF ANY CLAIMS OR DISPUTES EXISTING BETWEEN THE PARTIES, NEITHER PARTY WILL HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR BEFORE A JUDGE OR JURY OR TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. THE ARBITRATORS' DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT EITHER PARTY WOULD HAVE IF SUCH PARTY WENT TO COURT, INCLUDING WITHOUT LIMITATION THE RIGHT TO CONDUCT DISCOVERY OR TO APPEAL, MAY BE LIMITED OR UNAVAILABLE IN ARBITRATION.

The award of the arbitrators may be enforced in any court having jurisdiction thereof. Each party hereby consents (1) to the exclusive jurisdiction of the state or federal courts located in Davidson County, Tennessee for any action (A) to compel arbitration, (B) to enforce any award of the arbitrators, (C) at any time prior to the qualification and appointment of the arbitrators, for temporary, interim or provisional equitable remedies, or (D) to enforce Knnex Health's intellectual property rights under these Terms, and (2) for service of process in any such action by registered mail or any other means provided by law. Should this Section be deemed invalid or otherwise unenforceable for any reason, it shall be severed and the parties agree that sole and exclusive jurisdiction and venue for any claims will be in the state or federal courts in Davidson County, Tennessee.



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11. Miscellaneous

Knnex Health is a wholly owned subsidiary of Medacta Group S.A. Knnex Health may assign its rights and duties under these Terms without notice to User. User may not assign these Terms without the prior written consent of Knnex Health, and any assignment in contravention of the foregoing shall be null and void. If any provision of these Terms is deemed invalid or unenforceable by a court of competent jurisdiction, such provision shall not affect the validity or enforceability of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and Knnex Health's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. These Terms, as revised from time to time by Knnex Health, constitute the entire agreement between the parties with regard to the subject matter in these Terms and supersede all prior understandings and agreements, whether written or oral, as to such subject matter. Any rights not expressly granted herein are reserved to Knnex Health.

12. Contact Information

If User has any questions about these Terms, Knnex Health's practices, or User's dealings with the Site, please contact us at:

Email: info@knnex.com

Mail: Knnex Health, Inc.
725 Cool Springs Blvd
Franklin, TN 37067

Attn: Sean Fitzsimmons, CEO

Phone: (615) 241-6142