

Stroke Recovery Network Listing Agreement

This Agreement is between the entity you represent, or, if you do not designate an entity in connection with a Listing purchase or renewal, you individually ("you" or "your"), and Stroke Recovery Network. It consists of the Listing Terms, Listing Details and conditions below for your Listing or renewal (together, the "Agreement"). It is effective on the date of Payment or the date on which your Listing is renewed, as applicable.

1. Listing Terms.

a. Right to use. We grant you the right to a Listing on our site as further described in this Agreement. We reserve all other rights.

b. Acceptable Use Policy. You may use the Listing only in accordance with this Agreement. You may not work around limitations in the Listing. You may not rent, lease, lend, resell, transfer, or host the Listing, or any portion thereof, to or for third parties.

You are responsible for obtaining applicable business licenses in your state/locality, be insured, pay your applicable taxes, obtain any required medical certifications and licenses for treatments you perform and to keep these business practices current and up to date for the duration of your Listing on the Stroke Recovery Network, whether as a Basic Listing or an Upgraded Listing.

Stroke Recovery Network does not promote, make provision or exception for or practice discrimination of race, religion, gender identity, sexual orientation, age, disability and any other unmentioned characteristic protected by Law.

Stroke Recovery Network universally prohibits discrimination, harassment or predatory practices in Listings on the site.

Predatory, ethically questionable or medically unsafe practices or treatments are cause for immediate and permanent suspension of your Listing without notice, refund or explanation.

c. Provider Data. You are solely responsible for the content of all Provider Data. You will secure and maintain all rights in Provider Data necessary for us to provide the Online Listing to you without violating the rights of any third party or otherwise obligating Stroke Recovery Network to you or to any third party. Stroke Recovery Network does not and will not assume any obligations with respect to Provider Data or to your use of the Listing other than as expressly set forth in this agreement or as required by applicable law.

d. Responsibility for your accounts. You are responsible for maintaining the confidentiality of any non-public authentication credentials associated with your use of the Online Listing. You must promptly notify Stroke Recovery Network about any possible misuse of your accounts or authentication credentials or any security incident related to the Online Listing.

j. Limitations of Listing We offer a Listing to you; we do not sell ownership to the site or Stroke Recovery Network. Your rights to List your Provider Data do not give you any right to implement Stroke Recovery Network patents, logo or other Stroke Recovery Network intellectual property or business models or practices.

2. Offer Details

a. Available Listings. Available Listings generally can be categorized as one or a combination of the following:

(i) Upgraded Listing. You commit to pay for a Listing(s) for a predetermined Term and to pay upfront in advance. Listing(s) will expire at the end of the Term unless renewed prior to expiration.

(ii) Basic Listing. You receive a limited content Listing without charge. Provisions in this Agreement with respect to pricing and payment may not apply. Inclusion of provider information, services and contact information are limited.

b. Terms.

(i) By ordering or renewing a Listing, you agree to the conditions for that Listing. Unless otherwise specified, Listings are offered on an "as available" basis.

c. Price and payment. Payments are due and must be made according to the Offer Details for your Listing.

(i) For Upgraded Listings, the price level is based on the type of Listing you choose. During the Term of your Listing, prices for your Listings will not be increased, as to your Agreement. All prices are subject to change at the beginning of any Listing renewal.

(ii) For Basic Listings, terms are subject to change at any time without notice.

(iii) Credit card chargebacks or returned checks will be assessed an administration fee of 10% of the total Listing fee in addition to any incurred fees imposed on Stroke Recovery Network by the credit card company and/or any banking institution. Upon an outstanding unpaid balance, the Listing will be suspended and reinstated once full payment is received. Reinstatement does not extend the Term or alter the expiration date of the Listing.

(iv) If you have an outstanding balance, you are prohibited from future Listings of any kind until the balance is paid.

Stroke Recovery Network reserves the right to refuse Basic or Upgraded Listings if you charge back or reverse credit card payments, cancel or return checks for insufficient funds or refuse payment of the incurred transaction penalty fees.

(v) All transactions are final. Payment can be made by check or credit card.

d. Renewal.

(i) Upon renewal of your Listing, this Agreement will terminate, and your Listing will thereafter be governed, by the terms and conditions set forth on the date on which your Listing is renewed (the "Renewal Terms"). If you do not agree to the Renewal Terms, you may decline to renew your Listing.

(ii) For Upgraded Listings, you may choose to have a Listing automatically renew or terminate upon expiration of the Term. *Auto-renewal is **not** preselected nor will notice be given of your impending Term expiration if you opt out of auto-renewal.*

(iii) For Basic Listings, your Listing will continue indefinitely until you terminate the Listing or it is removed at the discretion of Stroke Recovery Network.

3. Term; Termination; Suspension.

a. Agreement term and termination. This agreement will remain in effect until the expiration, termination, or renewal of your Listing, whichever is earliest.

b. Listing termination. You may terminate a Listing at any time during its Term; however, you must still pay all amounts due and owing.

Termination does not relieve you or Stroke Recovery Network of any obligations incurred prior to the termination.

(i) **Upgraded Listings.** If you terminate a Listing at any time during the term, no refunds or prorated fee will be provided.

(ii) **Basic Listings.** Stroke Recovery Network may terminate your Basic Listing at any time, for any or no reason, immediately and without notice.

(iii) Effect of Termination

Upon request of Termination, Stroke Recovery Network agrees to (i) cease all posting of your Listing; and (ii) cease all use of your information, logos and pictures.

You and Stroke Recovery Network agree that following Termination, each Party may continue to make their products and/or services available independent of each other without any liability or obligation to the other Party.

c. Suspension. We may suspend your Listing if: (1) you fail to respond to a claim of alleged infringement under Section 5 within a reasonable time; (2) you do not pay amounts due under this Agreement; or (3) you do not abide by the Acceptable Use Policy or you violate other terms of this Agreement. If one or more of these conditions occurs, then:

(i) For Basic and Upgraded Listings, we may suspend your use of the Listing immediately without notice.

(ii) A suspension will be in effect while the condition, violation or need exists. We will give notice before we suspend, except where we reasonably believe we need to suspend immediately. If you do not fully address the reasons for the suspension within 30 days after we suspend, we may terminate your Listing and delete your Provider Data without any retention period. We may also terminate your Listing if your Listing is suspended more than twice in any 12-month period. Suspension for any length of time does not extend the Term limits of the Agreement.

4. Warranties; Waivers; Disclaimers.

Warranties. Each Party represents and warrants to the other that:

it has the full corporate right and authority to enter into this Agreement and to perform the acts required of it hereunder;

the execution of this Agreement by such Party and the performance by such Party of its obligations, responsibilities and duties hereunder do not and shall not violate any other Agreement to which such Party is a Party or by which it is otherwise bound;

when executed and delivered by such Party, this Agreement shall constitute the legal, valid and binding obligation of such Party, enforceable against such Party according to its terms; such Party acknowledges that the other Party makes no representations, warranties or Agreements related to the subject matter hereof that are not expressly specified in this Agreement;

the Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, joint venture, partnership, franchise, sales, representative or employment relationship between the Parties or to impose any partnership obligation or liability upon either Party.

Each Party shall bear its own costs and expenses in performing this Agreement.

Waiver. No waiver of any provision of this Agreement or any rights or obligations of either Party hereunder shall be effective. In the event that any provision of this Agreement should be found by a court of competent jurisdiction to be invalid or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained shall not, in any way, be affected or impaired thereby.

Disclaimer.

Neither you nor Stroke Recovery Network makes and each disclaims any representation or warranty, whether express, implied, statutory, or otherwise, regarding products and services within this Agreement except what is expressly contained in this Agreement, including warranties of merchantability, non infringement or fitness for a particular purpose, or implied warranties arising from the course of dealing or course of performance. These disclaimers will apply except to the extent applicable law does not permit them.

5. Defense of claims.

a. Defense.

(i). You will defend us against any claims made by an unaffiliated third party that (1) any Customer Data, Customer Agreement, or Non-Stroke Recovery Network services, or services you provide, directly or indirectly, in using a Listing infringes the third party's patent, copyright, or trademark or makes unlawful use of its trade secret; or (2) arises from violation of the Acceptable Use Policy.

b. Limitations. Our obligations in Section 5.a. will not apply to a claim or award based on: (i) any Customer Agreement, Customer Data, Non-Stroke Recovery Network services, modifications you make to the Listing, or services or materials you provide or make available as part of using the Listing; (ii) your combination of the Listing with, or damages based upon the value of, Customer Data or a Non-Stroke Recovery Network services, data, or business process; (iii) your use of a Stroke Recovery Network logo without our express written consent, or your use of the Listing after we notify you to stop due to a third-party claim; (iv) your redistribution of the Listing to, or use for the benefit of, any unaffiliated third party; or (v) Listings provided free of charge.

c. Remedies. If we reasonably believe that a claim under Section 5.a.(i). may bar your use of the Listing, we may terminate your rights to use the Listing and then refund any advance payments for unused Subscription rights.

6. Confidentiality.

Protection of Information.

The Parties may provide each other with confidential information and trade secrets, including without limitation, information on their respective organization, business, services, systems, pricing structure, proprietary products and processes, transactions and/or business relations (collectively, the "Information"). The term "Information" shall not include (i) information generally available to the public through no fault of the other Party, (ii) information which the other Party already had knowledge of, or (iii) information which has become part of the public domain through no fault of a Party.

Each Party agrees to retain in confidence at all times and to require its employees, consultants, professional representatives and agents to retain in confidence all information disclosed by the other Party.

The receiving Party may disclose information to the extent ordered to be disclosed by subpoena, other legal process or requirement of law, after first giving the disclosing Party a reasonable opportunity to contest such disclosure requirement.

Injunctive Relief.

Each Party acknowledges and agrees that any use or disclosure of Confidential Information by the Party in a manner inconsistent with the provisions of this Agreement may cause another Party harm which will not be compensable by monetary damages alone and, accordingly, such other Party will, in addition to other available legal or equitable remedies, be entitled to seek an immediate injunction restraining the disclosing Party from committing or continuing to commit a breach. A Party may avail itself of injunctive relief in addition and without prejudice to any other remedies available to it.

Survival. This Section will survive the termination or expiration of this Agreement.

7. Limitation of liability.

a. Limitation. The aggregate liability of each party for all claims under this Agreement is limited to direct damages up to the amount paid under this agreement for the Listing Service during the 12 months before the cause of action arose; provided, that in no event will a party's aggregate liability for any Listing Service exceed the amount paid for that Listing Service during the Subscription. For Listing Services provided free of charge, Stroke Recovery Network's liability is limited to direct damages up to but not exceeding \$100. USD if awarded by a court. Both Parties assume their own costs associated with legal representation, court fees and mediation services.

b. EXCLUSION. Neither party shall be liable for any indirect, incidental, special, exemplary, consequential, punitive or other indirect damages of any nature, for any reason, including, without limitation, the breach of this Agreement or any expiration or termination of this Agreement, whether such liability is asserted on the basis of contract, tort (including negligence or strict liability) or otherwise, even if it has been advised of the possibility of such damages.

In no event will either Party (i) be liable for lost profits or lost business opportunities arising out of the termination of this Agreement, or (ii) be liable for damages or alleged damages, whether in contract, tort or any other legal theory.

The foregoing notwithstanding, as between the Parties and any partner, customer, client, patient and/or vendor of the respective parties, nothing in this Agreement shall confer any direct, indirect, incidental special, exemplary, consequential, punitive or other indirect damages of any nature for any reason by the parties against such Party, customer, client, patient and/or vendor used by the Parties to provide and/or support the Party's respective Listing and/or Services.

c. Exceptions to limitations. The limits of liability in this Section apply to the fullest extent permitted by applicable law, but do not apply to: (1) the Parties' obligations under Section 5; or (2) violation of the other's intellectual property rights.

8. Miscellaneous.

a. Notices. Notices must be in writing and will be treated as delivered on the date received at the address, date shown on the return receipt, or date on the courier confirmation of delivery. Notices to Stroke Recovery Network must be sent to this address:

Macayla M. Nicholaison, Registered Agent of Stroke Recovery Network, LLC

5101 Cleveland Street

Suite 100

Virginia Beach, VA 23462-6575

USA

Notices to you will be sent to the address that you identify on your account as your contact for notices. You are responsible for notifying of a change in address, in which case notice will be sent to the new address. Stroke Recovery Network may send notices and other information to you by email or other electronic form.

b. Listing Transfers and Assignment. You may not assign this Agreement either in whole or in part or transfer Listings.

c. Severability. If any part of this agreement is held unenforceable, the rest remains in full force and effect.

d. Waiver. Failure to enforce any provision of this agreement will not constitute a waiver.

e. No agency. This agreement does not create an agency, partnership, or joint venture. All public announcements by one Party which mention the other Party must exclude announcements which mention one Party as a client or strategic partner of the other Party and shall be subject to prior review and approval not unreasonably withheld or delayed. In no way shall either Party infer or ask for approval from the other Party to give inference to the Public that both Parties are in partnership.

f. No third-party beneficiaries. There are no third-party beneficiaries to this Agreement.

g. Applicable law and venue. This Agreement is governed by Virginia law, without regard to its conflict of laws or choice of laws principles, except that (i) if you are a U.S. Government entity, this agreement is governed by the laws of the United States, and (ii) if you are a state or local government entity in the United States, this Agreement is governed by the laws of that state. Any action to enforce this agreement must be brought in the State of Virginia. This choice of jurisdiction does not prevent either party from seeking injunctive relief in any appropriate jurisdiction with respect to a violation of intellectual property rights.

In the event that any provision of this Agreement conflicts with law under which this Agreement is to be construed, or if any provision is held invalid by a court of competent jurisdiction, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties, and the remainder of this Agreement shall remain in full force and effect.

h. Entire agreement. This Agreement is the entire Agreement concerning its subject matter and supersedes any prior or concurrent communications.

i. Survival. The terms in Sections 1, 2.c., 2.e., 4, 5, 6, and 7 will survive termination or expiration of this Agreement.

j. Force Majeure. Neither Party will be liable for any failure, prevention, restriction or interference in performance of this Agreement or any obligation under this Agreement due to causes beyond either Party's reasonable control ("Force Majeure") including, without limitation, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine of other employee restrictions, fire, explosion, vandalism, insurrections, lockouts, work stoppages, supplier failures, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Online Services)).

The excused Party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.

An act or omission shall be deemed within the reasonable control of a party if committed, omitted or caused by such party, or its employees, officers, agents or affiliates.

This Section will not, however, apply to your payment obligations under this agreement.

k. Contracting authority. If you are an individual accepting these terms on behalf of an entity, you represent that you have the legal authority to enter into this agreement on that entity's behalf. If you specify an entity, or you use an email address provided by an entity you are affiliated with (such as an employer) in connection with a Listing purchase or renewal, that entity will be treated as the owner of the Listing for purposes of this Agreement.

8. Listing Selection; Fee; Launch Date.

a. **Upgraded Listings.** Upgraded Listings are as follows:

1. **State Practitioner Listing** - An Upgraded Listing on the State Practitioner page (ex. Physical Therapist category for the state of Wyoming) consists of the following:
 - A. Placement in one specific category and one specific state of your choosing before the free Basic Listings
 - B. This Upgraded Listing provides category and state specific visibility before Basic Listings to highlight your company and/or your services with a 100 word description, attach one picture or logo, includes your company name, physical address (if applicable), your company phone and email and a direct link to your company website.
 - C. Placement of your Listing is a first come, first serve order, not alphabetical. Those that purchase an Upgraded Listing will be given prioritized placement above Basic Listings in the order payment is received. **There is no penalty for having a company name beginning with Z. If you are the first company to purchase a Commitment Offering, you will be the first upgraded Listing visible to the public.*
 - D. For the duration of your Listing Term, you will retain your Listing placement. Movement higher in the category will occur if a Listing(s) preceding yours is canceled or removed. **If your Listing Term lapses without renewal and you purchase an Upgraded Listing at a later date, you remain subject to the first come, first serve standard and might not receive the higher placement you previously held.*
 - E. An Upgraded Listing on the State Practitioner page is not limited to a number of providers as are Upgraded Listings on the Practitioner page and Spotlights page.
 - F. The Term for an Upgraded Listing on the State Practitioner page is 12 months from the Launch date Payment in full must be received before the Listing goes public on the Website
 - G. You must provide the Information for your Listing and affirm you have the right and ownership to all materials and media. You can edit your Listing Information

once for the duration of your Term. Phone number, website and address changes are not limited.

- H. An Upgraded Listing on one State Practitioner page with a duration of 12 months is \$200. (Approx. \$17 a month).

2. **Primary Practitioner Listing** - An Upgraded Listing on the Primary Practitioner page (ex. Physical Therapist category) consists of the following:

- A. Placement in one specific category prioritized before the links to State Practitioner pages
- B. This Upgraded Listing provides category specific visibility to highlight your company and/or your services with a 100 word description, attach one picture or logo, includes your company name, physical address (if applicable), your company phone and email and a direct link to your company website.
- C. Placement of your Listing is a first come, first serve order, not alphabetical. **There is no penalty for having a company name beginning with Z. If you are the first company to purchase a Commitment Offering, you will be the first Upgraded Listing visible to the public.*
- D. For the duration of your Listing Term, you will retain your Listing placement. Movement higher in the category will occur if a Listing(s) preceding yours is canceled or removed. **If your Listing Term lapses without renewal and you purchase an Upgraded Listing at a later date, you remain subject to the first come, first serve standard and might not receive the higher placement you previously held.*
- E. If there is a waiting list for an Upgraded Listing on the Primary Practitioner page, you must renew your Listing no later than the day of your Term expiration or you will lose your option to retain an Upgraded Listing. You will be placed on the waiting list in a first come, first serve order.
- F. An Upgraded Listing on the Primary Practitioner page is limited to 50 providers to maximize your visibility. **Providers with this Upgraded Listing can be a variety from all 50 states. An Upgraded Listing on the Primary Practitioner page gives a visibility edge over providers in your state listed on state specific Practitioner pages. To further maximize your visibility, an Upgraded Listing on the Primary Practitioner page insures you are only one of 50 providers listed.*
- G. The Term for an Upgraded Listing on the Primary Practitioner page is 6 months from the Launch date
- H. Payment in full must be received before the Listing goes public on the Website

- I. You must provide the Information for your Listing and affirm you have the right and ownership to all materials and media. You can edit your Listing Information once for the duration of your Term. Phone number, website and address changes are not limited.
- J. An Upgraded Listing on one Primary Practitioner page with a Term duration of 6 months is \$300. (\$50 a month).

3. Spotlights Listing - An Upgraded Listing (Commitment Offering) on the Spotlights page consists of the following:

- A. A highlight your company and/or your services with a 200 word description, attach one picture or logo, includes your company name, physical address (if applicable), your company phone and email and a direct link to your company website. Specific to the Spotlights page only, you also have one additional media link.
- B. Placement of your Listing is a first come, first serve order, not alphabetical.
**There is no penalty for having a company name beginning with Z. If you are the first company to purchase a Commitment Offering, you will be the first upgraded Listing visible to the public.*
- C. For the duration of your Listing Term, you will retain your Listing placement. Movement higher in the category will occur if a Listing(s) above yours is canceled or removed. **If your Listing Term lapses without renewal and you purchase an Upgraded Listing at a later date, you are subject to the first come, first serve standard and might not receive the placement you previously held.*
- D. If there is a waiting list for an Upgraded Listing on the Spotlights page, you must renew your Listing no later than the day of your Term expiration or you will lose your option to retain an Upgraded Listing. You will be placed on the waiting list in a first come, first serve order.
- E. An Upgraded Listing on the Spotlights page is limited to 24 providers to maximize visibility. **Providers with this Upgraded Listing can be from any combination of the 50 states. An Upgraded Listing on the Spotlights page gives a visibility edge over all other providers as you have a dedicated page. An Upgraded Listing on the Spotlights page insures you are only one of 24 providers. It also gives your company maximum exposure in one place if you offer multiple services that could be listed on multiple Practitioner pages. (Integrative Functional Medicine clinics or Therapy/Rehab facilities)*
- F. The Term for an upgraded Listing on the Spotlights page is 3 months from the date of public Listing on the Website
- G. Payment in full must be received before the Listing goes public on the Website

- H. You must provide the Information for your Listing and affirm you have the right and ownership to all materials and media. You can edit your Listing Information once every three months for the duration of your Term. Phone number, website and address changes are not limited.
- I. An Upgraded Listing on one Practitioner page with a duration of 3 months is a one time Licensing fee of \$1000. (Approx. \$333. a month).

b. **Basic Listings** - Basic Listings are as follows:

1. A Basic Listing is available to you on a state specific Practitioner category of your choice. You may list in multiple state specific Practitioner categories.
2. A Basic Listing consists of your company name, website address, one phone number and business address, if applicable. Your website address does not include a link to your website. There is no option for a company or service description nor does it include any media, picture or logo.
3. The Term for a Basic Listing is indefinite unless you request to have the Listing removed or it is removed by Stroke Recovery Network for any of the reasons listed in this Agreement.
4. You and your Listing are subject to the Agreement in its entirety regardless if your Listing is an Upgraded Listing, Basic Listing, a combination of the two Listings, started as an Upgraded Listing and became a Basic Listing after the Term expiration or started as a Basic Listing and became an Upgraded Listing.
5. Placement of your Basic Listing is at the bottom of the state specific Practitioner page you choose after Upgraded Listings.
6. The order of your placement is first come, first serve but may be geographically separated by city or metropolitan area which is listed alphabetically. (Ex. If you are the first to list in Chicago, you will be the first Listing under the Chicago tab but other cities starting with A and B will precede Chicago).
7. There is no limit to the amount of providers that can have one free Basic Listing on each state specific Practitioner pages.
8. You must provide the Information for your Listing and affirm you have the right and ownership to all information.

c. **Launch Date**

Payment in full must be received before the Listing is posted on the website, known as the Launch Date, or the Listing will not be posted and Stroke Recovery network may exercise its right to refuse future Listings.

Signatories. This Agreement is between you and Stroke Recovery Network.

You certify that you have read and are subject to the Terms and Conditions of this Agreement and by submitting Listing information and making payment for the Listing, this serves as your electronic signature.

Stroke Recovery Network certifies it is subject to the Terms and Conditions of this Agreement and by accepting your Listing information and payment for the Listing, this serves as its electronic signature.