

TERMS AND CONDITIONS

Updated: September 21, 2025

These Terms and Conditions ("T&Cs"), along with the Master Services Agreement ("MSA"), govern the use by a Customer of the Services provided by Retriever Medical/Dental Payments, LLC d/b/a RECTANGLE HEALTH, with its principal place of business at 115 East Stevens Avenue, Suite 300, Valhalla, NY 10595 USA ("Rectangle Health").

Capitalized terms have the definitions set forth in the MSA. Rectangle Health and Customer may each individually be referred to in the MSA as "Party" or jointly as "Parties."

1. CUSTOMER'S OBLIGATIONS

- a. Payment Card Industry Rules. Customer is responsible for complying with the rules, regulations and terms and conditions between Customer and Visa, MasterCard, Discover, American Express and all other card networks and associations (and related members and third-party providers) as they may apply and as are modified from time to time (the "Rules").
- b. PCI DSS Compliance and PCI Data Breach Coverage. Customer shall comply with the rules, regulations, standards and guidelines set forth by Payment Card Industry Security Standards Council ("PCI SSC") and any governing committees or boards thereof, as may be amended from time to time (the "PCI DSS Rules"). Customer shall comply with any materials, information and instructions that it receives from Rectangle Health or Third-Party Service Providers regarding the PCI DSS Rules relating to software updates, data back-up account obligations, anti-virus obligations, data breach notification timing, firewalls, and other obligations and requirement necessary to comply with the PCI DSS Rules. Customer is solely responsible for timely reading and complying with such materials, information and instructions. Customer acknowledges and agrees that the materials, information and instructions from Rectangle Health and/or Third-Party Service Providers may require Customer to implement new or modify old procedures to comply with the PCI DSS Rules and data breach coverage requirements, which Customer agrees to implement in accordance with this Section.
- c. Network. Customer is responsible for the functionality of its network environment and the integration and compatibility of the Services with its network environment. Such network environment includes, but is not limited to, any POS systems, software, hardware, credit card data, network security, firewall, and encryption used by Customer in its business. Customer is responsible for remedying inadequacies, failures, weaknesses, incompatibilities, or non-complying aspects in or of Customer's network environment revealed by any quarterly PCI DSS scans, annual Self-Assessment Questionnaires ("SAQs"), or as otherwise noted to Customer by Rectangle Health and/or Third-Party Service Providers.

d. Software Use. From time-to-time Rectangle Health may grant Customer a limited, non-exclusive, non-transferrable, non-sublicensable and revocable license to install and integrate certain software (the "SaaS Services") into Customer's office management and/or business systems, solely for the purpose of enabling Customer to access and utilize the Services. Customer acknowledges that (i) Rectangle Health and its licensors have all right, title and interest in and to the SaaS Services, including but not limited to all intellectual property rights associated with the SaaS Services; (ii) the SaaS Services is protected by the copyright laws of the United States, international treaties and conventions, and other laws; and (iii) except with respect to the limited license granted herein, Customer has no intellectual property rights in the SaaS Services (including but not limited to use of any trademarks, trade names, service marks, logos, domain names, or other distinctive brand features), and Rectangle Health reserves all rights not expressly granted to Customer under this Section 1(d). Rectangle Health reserves the right at any time to update or modify, or to discontinue, temporarily or permanently, Customer's (or any of its customers or patients) access to and/or use of the SaaS Services, or any feature or part thereof. Rectangle Health may also adopt additional restrictions regarding the use of the SaaS Services, or any feature or part thereof. Rectangle Health may take such actions with or without notice.

e. Merchant Card Processing Account. Customer may establish a merchant card processing account and agrees and acknowledges that such account will require Customer to enter into a separate agreement with a card-processing provider. Customer agrees to abide by all of the terms of such agreement. Customer authorizes Rectangle Health to refer card processing providers to Customer for the purpose of Customer obtaining a new or replacement merchant card processing account.

f. Credentials.

i. If Customer receives a user identification name or password from Rectangle Health to access the Services, Customer will: (i) keep the user identification name and password confidential; (ii) not allow any other entity or person to use the user identification name or password or gain access to the database or Services; (iii) be liable for all action taken by any user of the user identification name or password; and (iv) promptly notify Rectangle Health if Customer believes the user identification name or password have been used inappropriately or the confidentiality of the information made available through such use has been compromised.

ii. Customer agrees that any loss incurred by Rectangle Health as a result of any party gaining access to Customer's account using information that party was not authorized to obtain or using such information in a manner not permitted by the Agreement (including but not limited to improper or unauthorized use of Customer's ID number and PIN) shall be the responsibility of Customer.

g. Fees/Payment. Fees are due upon Activation ("Activation" means the date the Customer receives its login credentials by email from Rectangle Health and billing by Rectangle Health commences). Payment is due upon receipt of invoice. Payments not

received within thirty (30) days of the invoice date shall be charged a late fee. Late payments will be equal to the lesser of 1.5% per month on any overdue amount or the maximum legal rate. Customer shall remain obligated to make all payments due or accrued under it prior to the date of termination.

2. ACCEPTABLE USE POLICY

Rectangle Health prohibits these actions when any party uses the software, technical and communications platform(s) available on and through our website <https://www.RectangleHealth.com> (the “Site”) (collectively, the “Platform”) when using the Services.

- a. The Platform and Services may not be used in any illegal, abusive, or another manner that interferes with the business or activities of any other party. The following list gives examples of prohibited activities. This list is provided by way of example and should not be considered exhaustive.
- b. Attempting to bypass or break any security mechanism on any of the Platform and Services or using the Platform and Services in any other manner that poses a security or service risk to Rectangle Health or any of its users.
- c. Testing or reverse-engineering the Platform in order to find limitations, vulnerabilities, or evade filtering capabilities.
- d. Launching or facilitating, whether intentionally or unintentionally, a denial of service attack on the Platform or any other conduct that adversely impacts the availability, reliability, or stability of the Platform or Services.
- e. Transmitting any material that contains viruses, trojan horses, worms, or any other malicious, harmful, or deleterious programs.
- f. Using the Platform and Services in any manner that violates any applicable industry standards, third-party policies, or requirements that Rectangle Health may communicate to its users, including without limitation, all of the applicable guidelines published by the CTIA, the Mobile Marketing Association, or any other accepted industry associations, carrier guidelines or other industry standards.
- g. Engaging in any unsolicited advertising, marketing, collections, or other activities, including, without limitation, any activities that violate anti-spam laws and regulations including, but not limited to, the CAN-SPAM Act of 2003, the Telephone Consumer Protection Act, and the Do-Not-Call Implementation Act. This includes using the Rectangle Health Platform and Services without obtaining prior express consent where it is required.
- h. Using the Rectangle Health Platform and Services in connection with any unsolicited or harassing messages (commercial or otherwise) including but not limited to unsolicited phone calls, text messages, or emails.
- i. Sending automated text messages or calls before 8 a.m. or after 9 p.m. local time.
- j. Using the Rectangle Health Platform and Services to harvest or otherwise collect information about others, including email addresses or phone numbers.
- k. Using the Rectangle Health Platform and Services to engage in fraudulent activity with respect to third parties.

- l. Violating or facilitating the violation of any local or foreign law, including laws regarding the transmission of data or software.
- m. Taking any action to encourage or promote any activity prohibited under this Acceptable Use Policy.
- n. Transmitting any material that infringes the intellectual property rights or other rights of third parties.
- o. Transmitting any material that is libelous, defamatory, discriminatory, or otherwise malicious or harmful to any person or entity.
- p. Transmitting any false information with the intent either to mislead or to prank the recipient.
- q. Creating a false identity or forged email address or header, or phone number, or otherwise attempting to mislead others as to the identity of the sender or the origin of a message or phone call.
- r. Using the Rectangle Health Platform to send content pertaining to industries subject to age-gating regulations: cannabis, medical marijuana, pharmaceuticals, tobacco, alcohol, online gaming, gambling, and online dating apps.

3. AUTHORIZATION

- a. Text and Voice. Customer hereby authorizes Rectangle Health to send, and customer consents to the receipt of, SMS text alerts and artificial or prerecorded voice alerts for the following designated purposes: (i) to notify customer when its authorization is approved or activated; (ii) to notify customer that provider needs additional required information; (iii) to notify customer of new products or features offered by provider; (iv) to notify customer that provider is trying to reach it; (v) to notify customer of customer service issues; (vi) to notify customer of service outages; (vii) to provide customer with information regarding account balances, transactions, and similar matters; and (viii) to notify customer of any matters relating to its account. Customer understands that it will receive future SMS text alerts and/or artificial or prerecorded voice alerts for the aforementioned purposes by or on behalf of provider to the telephone number designated in the authorization and, having received and reviewed these disclosures, customer unambiguously authorizes provider to deliver, or cause to be delivered, and agrees to receive, such alerts through the use of an automatic telephone dialing system and/or an artificial or prerecorded voice. Customer acknowledges that the telephone number provided is in the name of and controlled by customer, that customer's consent is voluntary and not required (directly or indirectly) as a condition to its receiving services from provider or its affiliated companies in accordance with the agreement, and that customer has the right to withdraw this consent at any time by providing provider with written notice of such withdrawal in accordance with these terms of use. This consent is being provided electronically in accordance with these T&Cs.
- b. Anti-Spam. Rectangle Health maintains a no-tolerance policy toward spam. Although Rectangle Health does not assume the duty or obligation to monitor messages, we

reserve the right, in our sole and absolute discretion, to monitor any and all messages created or sent by you or any third party at any time without prior notice to ensure that they conform to the guidelines and policies pertaining to our Platform and Services.

- i. Spam includes any type of unsolicited message. You agree that you will not use any third-party list of phone numbers or otherwise engage in unsolicited messaging in connection with the Platform. Rectangle Health will immediately terminate any account which it believes, in its sole discretion, is transmitting any spam or other unsolicited messaging, such as unsolicited advertising, marketing, bill collections or other activities that violate anti-spam laws and regulations including, but not limited to:
 - ii. Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227, et seq., and related regulations, 47 C.F.R. Part 64.1200, et seq; Do-Not-Call Implementation Act; Telemarketing Sales Rule ("TSR"), 16 C.F.R. Part 310, et seq.; Controlling the Assault of Non-Solicited Pornography and Marketing ("CAN-SPAM") Act of 2003; Mobile Marketing Association ("MMA") U.S. Consumer Best Practices Guidelines for Messaging; Cellular Telecommunications Industry Association ("CTIA") Best Practices and Guidelines for Location-Based Services; CTIA Messaging Principles and Best Practices; CTIA SMS Interoperability Guidelines; and Canada's Anti-Spam Legislation ("CASL").
 - iii. You represent and warrant that your use of the Platform and Services will not cause Rectangle Health to violate these or other similar laws.
 - iv. You agree that it is your responsibility to abide by any federal and state laws applicable to your use of the Platform and Services. You understand and agree that Rectangle Health will not be held responsible for damages to you or any third party incurred due to your failure to abide by state or federal laws.
 - v. If you are using Rectangle Health Services in Canada, you agree to comply with all Canadian telecommunications or privacy laws and rules including rules and orders issued by the Canadian Radio-television and Telecommunications Commission, any National Do Not Call Registry or Unsolicited Telecommunications Rules, the federal Personal Information Protection and Electronic Documents Act or any substantially similar provincial law which may be applicable.
- c. Opt-In. All emails sent from the Platform have an unsubscribing mechanism and do not require prior opt-in from United States recipients. You can send most informational text messages to existing customers without a written opt-in. However, you may not send automated text messages that result in the sale of a product or service to anyone who is on the federal Do-Not-Call list. The federal Do-Not-Call list can be purchased electronically from www.telemarketing.donotcall.gov and must be checked every thirty-one (31) days. You hereby represent and warrant that the owners of the phone numbers to which you transmit text messages that may result in the sale of a product or service using the Platform are not on the federal Do-Not-Call List. For automated calls, You hereby represent and warrant that the owners of the

phone numbers to which you transmit outbound calls through the Platform have expressly consented or otherwise opted-in to the receipt of such messages, in accordance with the TCPA, and other applicable federal, state, and local laws. You will ensure that any and all consents have been obtained, including, without limitation, consent for the delivery of informational, commercial, and/or marketing messages. If the owners of the phone numbers to which you transmit outbound calls through the Platform have not expressly consented or otherwise opted-in to the receipt of such messages, you hereby agree to ask recipients to opt-in to receiving your automated calls or text messages by ONE of the following methods:

- Adding a checkbox and opt-in wording to a paper registration form.
 - Adding a checkbox and opt-in wording to an online registration form.
 - Asking for permission via email.
 - Adding opt-in wording to an existing agreement that recipients routinely sign (contract, terms of service, SOW, etc.).
- d. Content Responsibility.
- i. You hereby acknowledge that Rectangle Health merely provides a Platform for facilitating the sending of your calls, text messages, and emails. You hereby confirm that you are solely responsible for the content of your calls, text messages, and emails and that you have sole liability for your communications. You agree to represent truthfully your identity, the identity of your organization, and your product or service in your calls, text messages, and emails. You will obtain all consents, including but not limited to the delivery of informational, commercial, and marketing messages.
 - ii. Rectangle Health does not guarantee the accuracy, integrity, quality, or appropriateness of any messages, communications, information, data, text, music, sound, or other materials ("Content") through the Services. You acknowledge that Rectangle Health simply acts as a passive conduit for the distribution and transmission of your information and that Rectangle Health has no obligation to screen, preview, or monitor any Content.
 - iii. By using Rectangle Health, you agree that it is solely YOUR RESPONSIBILITY to evaluate the accuracy, usefulness, completeness, or appropriateness of any Content that you send, receive, access, post, or otherwise transmit through Rectangle Health, including Content that may be offensive, indecent or objectionable.
 - iv. Under no circumstances will Rectangle Health be liable in any way for any Content, including but not limited to, for any errors or omissions in any Content; loss, destruction or degradation of any Content; or for any loss or damage of any kind incurred as a result of the use of any Content stored, sent, accessed, posted or otherwise transmitted via Rectangle Health.
 - v. You agree and consent that Rectangle Health may record or monitor oral or voice communications, utterances, and conversations or commands made by you during the use of the Rectangle Health as permitted by 18 U.S.C. § 2511 et

seq., Cal. Penal Code § 632 et seq., and other state laws that regulate call monitoring and recording. By using the Services, you expressly consent and grant Rectangle Health the right to record or monitor and use this information in connection with Rectangle Health and for the purposes set out in the Privacy Policy.

- vi. Rectangle Health is under no obligation to monitor or record its services for accuracy, completeness, or quality. You understand that recordings may or may not resemble that which you intend to record and that Rectangle Health is under no obligation to ensure that recordings will successfully represent that which you intend to record. You agree that all recordings or monitoring become part of the Content (hereinafter defined) of Rectangle Health.
- vii. By using Rectangle Health's platform, you are agreeing to receive automated informational and promotional communications via call, text messages, and emails.

4. PRIVACY

Please review our Privacy Policy at <https://www.rectanglehealth.com/privacy-policy/> which is incorporated to these T&Cs by reference.

Rectangle Health is committed to keeping client confidential information secure. This commitment allows us to collect and communicate information used to assist healthcare providers and clients in facilitating better medical care to their customers. Rectangle Health complies with all applicable federal and state laws and regulations regarding the privacy and confidentiality of all client and physician information.

In this regard, Rectangle Health's utilization of personal information is limited to that which is necessary to fulfill its mission of assisting physicians in their practice, while providing the minimum amount of identifiable client data required to perform the specified communication.

Rectangle Health will not disclose, rent, or sell any personally identifiable client information to third parties (although Rectangle Health reserves the right to share non-personal, compiled or condensed client information which does not allow a client to be identified or contacted).

Rectangle Health employs advanced multi-layered encryption and security firewalls to protect confidential information from unauthorized disclosure, misuse, loss, errors, or alteration. All information is received and sent under the physician's direction and order via secured encrypted Internet transmission, directly from the healthcare provider's office.

Rectangle Health reserves the right to change this Privacy Policy at any time by posting the new privacy statement on Rectangle Health's website.

5. DOWNTIME AND SERVICE SUSPENSIONS

Customer acknowledges that Customer's use of this service may be suspended for the duration of any unanticipated or unscheduled downtime or unavailability of any portion or all of the service for any reason, including as a result of power outages, system failures or other interruptions; and

Rectangle Health shall also be entitled, without any liability to Customer, to suspend access to any portion or all of the service at any time, on a service-wide basis:

For scheduled downtime to permit us to conduct maintenance or make modifications to service;

In the event of a denial of service attack or other attack on the service or other event that Rectangle Health determines, in its sole discretion, may create a risk to the applicable service, to Customer or to any of our other customers if the service were not suspended; or

In the event that Rectangle Health determines that service is prohibited by applicable law or Rectangle Health otherwise determines that it is necessary or prudent to do so for legal or regulatory reasons (collectively, "Service Suspensions").

Rectangle Health shall have no liability whatsoever for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer may incur as a result of any Service Suspension. To the extent Rectangle Health is able, Rectangle Health will endeavor to provide Customer notice of any Service Suspension and to post updates regarding resumption of Platform and Services following any such suspension but shall have no liability for the manner in which Rectangle Health may do so or fail to do so.

6. TERM AND TERMINATION

a. The initial term shall be for a period of one (1) year, autorenewable, (the "Term") or as specified in an order, application, order summary, agreement, schedule, quotation, statement of work, or other document(s) by which Customer orders any of the Services (collectively, the "Order Form"), commencing on the date the Customer receives its login credentials by email from Rectangle Health and billing by Rectangle Health commences. Thereafter, the Term shall be automatically renewed for additional terms of one (1) year each unless and until either party provides written notice of termination to the other party no later than thirty (30) days prior to the end of the then current Term. Notwithstanding the foregoing, Rectangle Health may terminate the Agreement either (a) upon seven (7) days' notice to Customer for convenience at any time for any reason or no reason at all ("Termination for Convenience") or (b) without prior notice if Customer breaches the terms of the Agreement ("Termination for Breach"). In the event of a Termination for Convenience, Customer shall not be responsible for any Fees beyond the date on which Rectangle Health terminated the Order Form and Services. In the event of a Termination for Breach, all Fees paid shall be nonrefundable and Customer shall remain liable for all unpaid or agreed upon Fees for the remainder of the applicable Term. Customer hereby authorizes Rectangle Health to debit any charges due by you under the T&Cs or any other agreement between you and Rectangle Health from any checking, savings, credit card or any other type of account provided by Customer to Rectangle Health.

b. Early Termination Related Fees. If Customer cancels the Services prior to the end of any Term, Customer shall remain liable for all Fees due to Rectangle Health for the remainder of the current Term and Customer shall not be entitled to any refund or credit for any unused Term. If Customer participates in Rectangle Health's Merchant Card Processing Account and the Customer terminates their Agreement at any time before the end of the Initial Term, then the termination fee assessed will be the maximum fee permitted by law. In addition, if Customer has accepted point of

sale terminal equipment for use without any obligation to pay a purchase price, then Customer agrees to pay a separate non-return fee of \$500 for each terminal provided as part of their Agreement.