

One Medical Passport, Inc. Terms of Service

One Medical Passport Inc. dba One Mnet Health ("We") offers you a secure and proprietary online platform to help you manage your medical information, scheduling information, and quality assurance information ("Service"). **THE SERVICE THAT ONE MNET HEALTH PROVIDES TO YOU IS SUBJECT TO THE FOLLOWING TERMS OF USE. PLEASE READ THE FOLLOWING INFORMATION CAREFULLY. IN COMPLIANCE WITH THE CHILDREN'S ONLINE PRIVACY PROTECTION ACT, YOU MUST BE EIGHTEEN (18) YEARS OF AGE OR OLDER TO SUBMIT PERSONAL MEDICAL DATA AND INFORMATION. IN UTILIZING THIS SERVICE, YOU REPRESENT THAT YOU ARE OVER EIGHTEEN (18) YEARS OF AGE. BY CLICKING ON THE "I ACCEPT" BUTTON BELOW, YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND ACCEPT THE FOLLOWING TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE, YOU MAY NOT ACCESS THIS SITE OR UTILIZE ANY OF THE SERVICES PROVIDED ON OR THROUGH THIS SITE.**

GENERAL

Access and Use of Service by Patient. One Mnet Health shall provide to you the non-exclusive right to access the Service through One Mnet Health's Website ("Website".) The Website, also referred to as the "Web Portal" or "Web Application," refers to the site located at www.onemedicalpassport.com and includes, without limitation, all associated domains, subdomains, pages, and any related or successor sites. It also encompasses all features, content, and services made available through or in connection with the Website, including, without limitation, any web portals, user dashboards, or software applications accessed via web browser, mobile device, or other platforms. **"Patient(s)"** shall mean individuals like yourself and/or the legal guardians thereof, who utilize the Service; and the term **"Patient Medical Data"** shall mean your medical data and information as entered into the Service pursuant to the terms and conditions provided herein and which, upon authorization, will be shared with other healthcare providers and third parties. All information We collect on this Site is subject to our [Privacy Policy](#). By using this Site, you consent to all actions taken by One Mnet Health with respect to your Patient Medical Data in compliance with the Privacy Policy.

Information and Instructions to be Provided to the Patients. Information and instructions for inputting your Patient Medical Data into the Service are set forth on the Website and are in addition to those instructions already provided to you.

Limitations of Service. You are solely responsible for all equipment, software and connections to the Internet required to gain access to the Website.

Verification of Accuracy and Completeness of Patient Medical Data. The Service provides functionality that permits you to verify the accuracy and completeness of your Patient Medical Data. You shall be responsible for the accuracy and completeness of your inputted Patient Medical Data. One Mnet Health is not responsible for the accuracy and completeness of all Patient Medical Data, and for verifying such Patient Medical Data with you.

SECURITY AND DATA RIGHTS

Integrity and Confidentiality of Patient Medical Data. One Mnet Health shall deploy commercially reasonable and available security measures to protect the availability, integrity, and confidentiality of your Patient Medical Data.

Security. You ensure that you will: (a) be responsible for the security and/or use of your user id and password; (b) not permit any other person or entity to use your user id and password; and (c) access and use the Service in accordance with these Terms of Use, Privacy Policy, and all applicable local, state, and federal laws and regulations. You shall also be responsible for: (d) your obligations under these Terms of Use and the restrictions set forth in these Terms of Use; and (e) your use of the Service. One Mnet Health reserves the right to deny or revoke access to the Service, in whole or in part, if One Mnet Health reasonably believes that you are in breach of these Terms of Use or are otherwise using or accessing the Service inconsistent with the Terms of Use.

Ownership and Use of Patient Medical Data. You own and retain all right, title and interest in and to all of your Patient Medical Data and One Mnet Health shall obtain no other interest whatsoever in such Patient Medical Data, except as otherwise expressly provided herein and in the Privacy Policy. Provided that One Mnet Health obtains prior authorization in writing or electronic form, and in compliance with applicable law, including the Health Insurance Portability and Accountability Act of 1996 and all regulations pertaining thereto (collectively, "**HIPAA**"), from you, One Mnet Health may use your Patient Medical Data in connection with the Service, or disclose your Patient Medical Data to healthcare providers and third parties.

PROPRIETARY RIGHTS

One Mnet Health Materials. All materials, including without limitation, the Service, any computer software, web pages, web-based applications, Internet domain names, data or information developed or provided by One Mnet Health, and any ideas, know-how, text, displays, images, video, audio, design, methodologies, equipment or processes conceived, developed or used to provide the Service or other deliverables or services including, without limitation, all copyrights, trademarks, patents, trade secrets and any other proprietary rights related to such materials (collectively, "**One Mnet Health Materials**") shall be and remain the sole and exclusive property of One Mnet Health.

General Restrictions. Commercial use of this Service is prohibited. Except as otherwise provided in these Terms of Use, you shall not: (a) provide, disclose, divulge or make available to or permit use of the Service by any third party; (b) copy or reproduce all or any part of the Service (except as expressly provided for herein); (c) interfere, or attempt to interfere, with the Service in any way; (d) distribute, market, sell, lease, transfer, license or sublicense the Service; (e) reproduce, modify, change, alter, translate, create derivative works from, reverse engineer, delete, republish, download, store, transmit, disassemble or decompile the Service, or discover or attempt to discover the source code of all or any portion of the Service in any way for any reason; (f) engage in spamming, mailbombing, spoofing or any other fraudulent, illegal or unauthorized use of the Service or One Mnet Health's systems; (g) introduce into or transmit through the Service any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design; (h) attempt to provide or create a link to the Service, except as authorized by One Mnet Health; (i) create any frames at any other web sites pertaining to or using any of the information provided by the Service; or (j) engage in or allow any action involving the Service that is inconsistent with these Terms of Use.

FEES

Fees. Use of the Service is at no charge to patients. The Service is made available through arm's length transactions with healthcare providers, who cover the associated fees as part of their use of the platform.

TERM AND TERMINATION

Term. These Terms of Use will commence as soon as you access and use the service and continue for the duration of your access and use. One Mnet Health shall have the right to terminate your access to all or part of this site at any time, with or without notice.

WARRANTIES

Patient's Warranties. You represent and warrant to One Mnet Health that you have the capacity to understand and accept these terms. Furthermore, you represent and warrant that you are not accessing the service under misrepresentation or false identification. If you are inputting Patient Medical Data on behalf of another, you warrant and represent that you have the right to be binding to that other person.

DISCLAIMER. ONE MNET HEALTH AND ITS AFFILIATES, SUBCONTRACTORS AND THIRD PARTY LICENSORS, IF ANY, MAKE NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY REGARDING OR RELATING TO THE SERVICE PROVIDED TO YOU UNDER THIS AGREEMENT, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ONE MNET HEALTH SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. THE SERVICE IS PROVIDED "AS IS, AND WITH ALL FAULTS." ONE MNET HEALTH DOES NOT GUARANTEE THAT YOUR ACCESS TO THE SERVICE PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED, ERROR FREE OR SECURE. ONE MNET HEALTH IS NOT A HEALTH SERVICES PROVIDER AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, TO YOU OF THE SERVICE REGARDING THE COMPLETENESS OR ACCURACY OF THE PATIENT MEDICAL DATA YOU ENTER, NOR ANY INTERPRETATION, MEDICAL DECISION OR COURSE OF MEDICAL TREATMENT RELATED THERETO. FURTHER, ONE MNET HEALTH DOES NOT WARRANT TO YOU THE AVAILABILITY OF THE SERVICE AT ALL TIMES AND SPECIFICALLY EXCLUDES AVAILABILITY DURING SCHEDULED DOWNTIME FOR MAINTENANCE PURPOSES, UNSCHEDULED MAINTENANCE AND SYSTEM OUTAGES, AND/OR AVAILABILITY OF THE SERVICE FOR REASONS BEYOND ONE MNET HEALTH'S CONTROL.

LIMITATION OF LIABILITY

ONE MNET HEALTH AND ITS AFFILIATES, SUBCONTRACTORS AND THIRD PARTY LICENSORS SHALL NOT BE LIABLE FOR ANY LOSS OF USE, LOSS OF GOODWILL, EMOTIONAL DISTRESS, BUSINESS INTERRUPTION, LOSS OF OR DAMAGE TO YOUR PATIENT MEDICAL DATA, COST OF COVER, DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SERVICE UNDER THESE TERMS OF USE, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORT, INCLUDING NEGLIGENCE, EVEN IF ONE MNET HEALTH HAS BEEN

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, ONE MNET HEALTH WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY ANY DELAY IN DELIVERY OR FURNISHING ACCESS TO THE SERVICE UNDER THESE TERMS OF USE. SINCE THE SERVICE IS PROVIDED TO YOU AT NO CHARGE, ONE MNET HEALTH SHALL NOT BE LIABLE UNDER THESE TERMS OF USE FOR ANY DAMAGES OF ANY KIND.

INDEMNIFICATION

Patient. One Mnet Health does not have any responsibility for your medical treatment or care. You shall indemnify, defend and hold harmless One Mnet Health, its directors, officers, employees, agents, successors and assigns and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, arising out of or relating to: (a) any injury resulting from the use of your Patient Medical Data; (b) any claim that your Patient Medical Data is inaccurate or incomplete; (c) any non-compliance with the terms of the **Verification of Accuracy and Completeness of Patient Medical Data**; (d) claims that content or information provided by you infringes the intellectual property rights of a third party; or (e) any breach of these Terms of Use by you.

PRIVACY AND CONFIDENTIALTY

One Mnet Health Privacy Policy. One Mnet Health's Privacy Policy is provided at the One Mnet Health Website. By agreeing to these Terms of Use, you acknowledge that you have had prior access and agree to the terms of the Privacy Policy. You further acknowledge and agree that the terms of the Privacy Policy may be updated by One Mnet Health from time to time, and that such updated Privacy Policy terms shall be incorporated into these Terms of Use.

Privacy Terms. One Mnet Health acknowledges that in providing the Service and carrying out its obligations under these Terms of Use, One Mnet Health and its subcontractors, employees, affiliates, agents, representatives, partners, or third parties may have access to your medical records and health information. One Mnet Health will take all reasonable precautions necessary to safeguard the confidentiality of your Patient Medical Data, which will in no event be less than a reasonable degree of care. One Mnet Health agrees to use reasonable efforts to comply with any local, state or federal law and regulations governing the privacy and confidentiality of the content of your Patient Medical Data including, without limitation, HIPAA.

Business Associate Relationship. One Mnet Health provides services to healthcare providers and other covered entities or business associates as defined by HIPAA and by Patients who access the services in their personal capacity. You acknowledge and agree that when the Cloud Services are: Provided to or on behalf of a healthcare provider or covered entity, in a manner that involves the use or disclosure of protected health information ("PHI") as defined by HIPAA, One Mnet Health may act as a business associate of the healthcare provider or covered entity and the parties may enter into a separate Business Associate Agreement ("BAA") governing One Mnet Health's use and disclosure of PHI.

Provided directly to a patient, One Mnet Health acts as an independent service provider to the Patient and not as a health care provider, covered entity, or business associate to this Patient. Therefore, One Mnet Health's handling of information is governed by the Patient's acceptance of

these Terms of Service and Privacy Policy. Any authorization or consent associated with Patient Medical Information shall be obtained directly from patient.

MISCELLANEOUS

Waiver and Severability. Any waiver or modification of these Terms of Use will not be effective unless executed in writing and signed by you and One Mnet Health. The failure of either party to enforce, or the delay by either party in enforcing, any of its rights under these Terms of Use will not be deemed to be a waiver or modification by such party of any of its rights under this Agreement. If any provision of these Terms of Use is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of the Terms of Use.

Governing Law; Jurisdiction. All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto, shall be governed by, interpreted, and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles or rules. At One Mnet Health's sole discretion, it may require you to submit any disputes arising from these Terms of Use or use of the Site, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Massachusetts Law. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Assignment. One Mnet Health may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when We post them and apply to all access to and use of the Website thereafter. We may update the content on this Website from time to time, but its content is not necessarily complete or up to date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Reliance on Information Posted. The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by One Mnet Health, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of One Mnet Health. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Links from the Website. If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or

damage that may arise from your use of them. If you decide to access any of the third-party Websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such Websites.

Geographic Restrictions. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

This Terms of Service was last modified on January 8, 2026.