



Precision Practice Management, LLC

## Terms of Service

1. These terms of service ("Terms") govern each user's ("user" or "you" or "your") access to and use of all services provided by Precision Practice Management, including the website at <https://www.precisionpractice.com> (the "Precision Site"), as well as an occasional newsletter that we may issue (collectively, the "Services"), as well as any information, files or other materials uploaded, downloaded, transmitted or appearing on the Services (collectively referred to as "Content"). The Services are owned and provided by Precision Practice Management, LLC ("Precision" or "we" or "us").

Your access to and use of the Services is conditioned on your acceptance of and compliance with these Terms.

By registering with the Services or otherwise actively using the Services, you agree to be bound by these Terms.

If there is a conflict between these Terms and our Privacy Statement, then the Privacy Statement shall control.

**WAIVER OF JURY TRIAL. BY ACCEPTING THESE TERMS, YOU AGREE TO AN ARBITRATION CLAUSE THAT REQUIRES ANY DISPUTES TO BE RESOLVED BY AN INDEPENDENT ARBITRATOR INSTEAD OF BY A JUDGE OR JURY. PLEASE READ THE ARBITRATION PROVISION AS IT AFFECTS YOUR RIGHTS UNDER THESE TERMS.**

### 2. Access

General Access. You are responsible for your use of the Services. If we provide you with the ability to register for a user account, you are also responsible for the actions of each person who uses your account, whether or not you have expressly authorized that person to use your account. By submitting Content to us (for example, through a content submission or information request form), you represent and warrant that you have all rights necessary to submit such Content. By submitting such Content, you grant Precision a non-exclusive, worldwide, royalty-free license to use, reproduce, transmit, and otherwise process such Content solely for the purposes of (i) responding to your inquiry, (ii) providing and improving the Services, (iii) our internal business operations, and as otherwise described in our Privacy Policy. This license does not grant Precision the right to publicly display your Content except with your consent or as required by law. By uploading Content to the Services, you irrevocably grant us a perpetual, irrevocable, royalty-free, worldwide license to transmit, copy and use that Content, and create derivative works thereof, as we deem necessary and appropriate ("Content License").

You may use the Services only if you are 18 years old or older. You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.

The Services are always evolving and the form and nature of the Services may change from time to time without prior notice. In addition, Precision may stop (permanently or temporarily) providing the Services or any features within the Services to you or to other users without notice. Precision also retains the right to create limits on use and storage at Precision's sole discretion at any time without prior notice.

The Services may include advertisements, which may be targeted to the Content or information on the Services, queries made through the Services, or other information. The types and extent of advertising on the Services are subject to change. In consideration for granting you access to and use of the Services, you agree that Precision and its partners and advertisers may place advertising on the Services or in connection with the display of Content or information from the Services submitted by you or others.

### **3. Privacy**

Any personally-identifiable information and other Content that identifies you ("Personal Data") is subject to our [Privacy Statement](#), which governs our collection and use of your Personal Data. You consent to the collection and use of Personal Data, including the transfer of Personal Data between you (wherever you may be) and us (which means each location from which we Provide our Services), including any transfer of Personal Data between countries, for storage, processing and use by Precision and by others.

### **4. Passwords**

If we provide you with the ability to register for a user account, you are responsible for safeguarding the password that you use to access the Services and for any activities or actions under your password. We encourage you to use "strong" passwords (longer passwords that may use a combination of upper and lower case letters, numbers and symbols, or pass phrases) with your account. We may also change our password recommendations and requirements and other requirements for user credentials to reflect any changes in our security protocols. Precision will not be liable for any loss or damage arising from any other person using your account.

### **5. Your Rights**

You retain ownership or other rights you may have to any Content you submit, post or display on or through the Services. By submitting Content through the Services, you grant us the Content License, as stated above.

### **7. Precision's Rights**

All rights, titles, and interests in and to the Services are and will remain the exclusive property of Precision and its licensors (including other users). The Services are protected by copyright, trademark, and other laws of the United States and other countries around the world. You may not make any copies of content other than your own Content, and you may not make derivative works based on the Services. Nothing in the Terms gives you any right to use the Precision name or any of Precision's trademarks, logos, domain names, or

other distinctive brand features. Any feedback, comments, or suggestions you may provide regarding Precision or the Services is entirely voluntary and Precision will be free to use your feedback, comments or suggestions as we see fit and without any obligation to you.

## **8. Restrictions on Content and Use of the Services**

We reserve the right at all times (but we do not have the obligation) to remove Content from the Services. If we provide you with the ability to register for a user account, we reserve the right to terminate user accounts and to reclaim user names. We also reserve the right to access, read, preserve, and disclose any Content or other information for any reason in our sole discretion, including without limitation to satisfy any applicable law, regulation, legal process or governmental request, enforce the Terms, including investigation of potential violations hereof, detect, prevent, or otherwise address fraud, security or technical issues, respond to user support requests, or protect the rights, property or safety of Precision, its users and the public.

You may not do any of the following while accessing or using the Services:

- access, tamper with, or use non-public areas of the Services, Precision's computer systems, or the technical delivery systems of the website's systems;
- probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;
- access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available interfaces published by Precision (and only pursuant to those interfaces), unless you have been specifically allowed to do so in a separate written agreement signed by Precision;
- forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information;
- interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services.

## **9. Intellectual Property Policy**

Precision respects the intellectual property rights of others and expects users of our Services to do the same. We will respond to notices of alleged copyright or other intellectual property infringement that comply with applicable law (including the Digital Millennium Copyright or "DMCA" at 17 U.S.C. §512) and are properly provided to us. If you would like the benefit of your legal protections under the DMCA, please review the DMCA to ensure your compliance.

If you believe that your intellectual property has been copied in a way that constitutes copyright infringement or the infringement of other intellectual property rights, please send us a written request to remove the allegedly-infringing Content ("takedown notice"). Each takedown notice must be in English and include the following information:

- Identification of the work claimed to have been infringed.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled.
- Information reasonably sufficient to permit us to locate the material (e.g., a detailed uniform resource locator or "URL").
- Your contact information, including your postal address, telephone number, and an email address.
- A statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner or other owner, its agent, or the law.
- A statement that the information in the notice is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner or other owner.
- A physical or electronic signature of the copyright owner, other owner, or a person authorized to act on their behalf.

On our receipt of a takedown notice, we may publish the takedown notice to the general public or provide a copy of the takedown notice to the user that uploaded or provided the Content accused to be infringing ("Accused Content"). For any takedown notice that is subject to the provisions of the DMCA, the original provider of the Accused Content may have the right to send a notice to us (called a "counter notice") demanding that the Accused Content be restored to the Services.

In compliance with the DMCA or other applicable law, we may implement any takedown notice by removing the Accused Content or other material from public view on the Services, and we may implement any counter notice by restoring the Accused Content or other material to public view on the Services. In either case, Precision shall bear no liability to you or anyone else for the posting, removal or re-posting of any Accused Content.

Independent of the DMCA and any other applicable laws or regulations, we reserve the right to remove any Accused Content without prior notice, at our sole discretion, and without liability to you or anyone else. In appropriate circumstances, Precision will also terminate a registered user's account if we determine the registered user to be a repeat infringer.

Our designated copyright agent for sending takedown notices and counter notices is:

PRECISION PRACTICE MANAGEMENT, LLC

218 West Main Street

Belleville, IL 62220, USA

Attn: General Counsel

Email: [Legal@PrecisionPractice.com](mailto:Legal@PrecisionPractice.com)

#### **10. The Services are Provided “As-Is” and “As Available”**

YOUR ACCESS TO AND USE OF THE SERVICES AND ANY CONTENT IS AT YOUR OWN RISK. YOU UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS. WITHOUT LIMITING THE FOREGOING, PRECISION, ITS PARTNERS AND THEIR LICENSORS DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES AND THE CONTENT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE MAKE NO WARRANTY AND DISCLAIM ALL RESPONSIBILITY AND LIABILITY FOR THE COMPLETENESS, ACCURACY, AVAILABILITY, TIMELINESS, SECURITY OR RELIABILITY OF THE SERVICES OR ANY CONTENT THEREON. PRECISION SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY HARM TO YOUR COMPUTER SYSTEM, LOSS OF DATA, LOSS OF MONEY, LOSS OF BUSINESS OPPORTUNITY, OR OTHER HARM THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE SERVICES, OR ANY CONTENT. YOU ALSO AGREE THAT PRECISION HAS NO RESPONSIBILITY OR LIABILITY FOR THE DELETION OF, OR THE FAILURE TO STORE OR TO TRANSMIT, ANY CONTENT AND OTHER COMMUNICATIONS MAINTAINED BY THE SERVICES. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM PRECISION, THROUGH THE SERVICES, OR OTHERWISE, WILL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY MADE HEREIN.

#### **11. Links**

The Services may contain links to or integration with third-party websites, software, or resources (“third party systems”). You acknowledge and agree that Precision is not responsible or liable for the availability or accuracy of such third party systems, or the content, products, or services on or available from such third party systems. Links to such third party systems do not imply any endorsement of such third party systems or the content, products, or services available from such third party systems. You acknowledge sole responsibility for and assume all risk arising from your use of any such third party systems.

#### **12. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PRECISION, ITS PARTNERS, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS AND LICENSORS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOSS OF PROFITS, DATA, USE, GOOD WILL, OR OTHER LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; AND (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR

CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT PRECISION HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

### **13. Exclusions**

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

### **14. Indemnification**

You agree to indemnify and hold us harmless for any losses, costs, liabilities and expenses (including but not limited to court costs, legal fees, awards or settlements) relating to or arising out of your use of the Services, including any breach by you of the Terms or any allegation that you have infringed the intellectual property rights or other rights of another person. This indemnity obligation shall survive any termination or expiration of these Terms or your use of the Services.

### **15. Survival**

The provisions of these Terms relating to indemnification, exclusions and limitations of damages and liability, warranty and representations, exclusions of warranty, and any other provisions which, by their nature, are intended to survive the expiration or the earlier termination of these Terms shall remain in effect following any termination or expiration of these Terms for any reason.

### **16. Waiver and Severability**

The failure of either party to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, the remaining provisions of these Terms will remain in full force and effect.

### **17. Controlling Law and Jurisdiction**

These Terms and any action related thereto will be governed by the substantive and procedural law of the State of Illinois, and the federal law of the United States, without regard to or application of any conflict of laws principles or rules.

Any controversy or claim between the parties or arising out of these Terms or any Services shall be determined by one arbitrator in binding arbitration administered by the American Arbitration Association pursuant to its Commercial Arbitration Rules. We anticipate that you may be geographically distant from our offices. Accordingly, to reduce the cost of resolving any dispute, all arbitration hearings will be conducted by video conference or audio conference. The arbitral award will be final and binding and may be entered and enforced in any court of competent jurisdiction.

### **18. Revisions to Agreement**

We may revise these Terms from time to time and post the revised version of the Terms on the Services. If the revision, in our sole discretion, is material we may notify you via an e-

mail to the email address associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

If you have any questions about these Terms, please contact us online at [Legal@PrecisionPractice.com](mailto:Legal@PrecisionPractice.com), or by postal mail addressed to:

Precision Practice Management, LLC  
218 West Main Street  
Belleville, IL 62220, USA  
Attn: General Counsel

### **19. Revision History**

Date of this revision: April 1, 2026