

WEBSITE TERMS OF USE

These Terms were last updated September 4, 2025.

These Website Terms of Use (these “Terms”) form a legal agreement between Egis Systems LLC, d.b.a. Fortified Health Security and its affiliates (“Fortified”) and you (“User”), and govern User’s access to and use of Fortified’s website (the “Website”).

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE WEBSITE. THESE TERMS GOVERN USER’S USE OF THE WEBSITE, AND AFFECT USER’S LEGAL RIGHTS AND OBLIGATIONS. THESE TERMS SHALL REMAIN IN EFFECT UNTIL USER CEASES USING THE WEBSITE OR FORTIFIED TERMINATES USER’S RIGHT TO USE THE WEBSITE. USER MUST BE AT LEAST 18 YEARS OLD TO ACCESS AND USE THE WEBSITE. BY REGISTERING FOR, ACCESSING, OR USING ANY PART OF THE WEBSITE, 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 WEBSITE.

Fortified 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 Website means that User agrees to any new or modified provisions of these Terms posted on the Website.

Access and Use of the Website.

To the extent that User provides any information, including but not limited to personal information, to Fortified or its representatives, User warrants that (i) 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 (ii) the use of such information by Fortified and its representatives will not infringe upon or misappropriate the intellectual property rights or otherwise violate the rights of any third parties.

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

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. Fortified 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 unauthorized interception, diversion, corruption, loss, access, and disclosure. Fortified 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.

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

Restrictions.

User may only use the Website for lawful purposes. User agrees that User will not: (i) infringe any copyright, patent, right of privacy, right of publicity, trademark, trade secret, or other right of Fortified or any third party; (ii) abuse, defame, harass, or stalk any individual or other user of the Website; (iii) interfere or attempt to interfere with, or damage or attempt to damage, the Website 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; (iv) 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 Website or any content thereon, or in any way reproduce or circumvent the navigational structure or presentation of the Website, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website; (v) misrepresent User's identity, provide false information, impersonate another person or entity, misrepresent User's affiliation with a person or entity, including, without limitation, Fortified, create or use a false identity, or attempt to use another user's account; (vi) attempt to obtain unauthorized access to the Website; (vii) collect, reverse look-up, trace or seek to trace, manually or through automated means, information about other users or visitor to the Website without their express consent; (viii) use any meta tags or any other hidden text utilizing the Fortified name, service marks, trademarks, or product or service names; (ix) advertise, offer to sell, or sell any goods or services set forth in the Website or otherwise use the Website to solicit other users, except as expressly permitted by Fortified; (x) engage in any activity that interferes with any third party's ability to use or enjoy the Website; (xi) probe, scan, or test the vulnerability of the Website or any network connected thereto, or breach the security or authentication measures on the Website or any network connected thereto; (xii) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website or Fortified's systems or networks, or any systems or networks connected thereto; or (xiii) assist any third party in engaging in any activity prohibited by these Terms.

Intellectual Property.

The Website, 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 Website, and text, scripts, graphics and features and other content and materials therein (collectively, "Content") are the sole and exclusive property of Fortified and its licensors, and are available to User solely for purposes of User's use of and access to the Website in accordance with these Terms. The Content is owned by or licensed to Fortified 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 Fortified 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.

Compliance with Laws; Privacy.

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

Communications with Users; Links to Third Parties.

The Website also may contain links to the websites of Fortified partners, advertisers, or unrelated third party companies ("Linked Sites"). Fortified 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. Fortified 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 Fortified has any affiliation, connections, endorsement, or sponsorship of such websites or their owners or operators. Fortified 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 Fortified 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 notice maintained by that Linked Site or should contact the applicable party or their website administrator.

Disclaimers.

USER AGREES THAT USER'S USE OF THE WEBSITE SHALL BE AT USER'S SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, FORTIFIED, ITS SUPPLIERS, AND AFFILIATES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN

CONNECTION WITH THE WEBSITE, 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 WEBSITE AND ALL CONTENT ARE PROVIDED "AS AVAILABLE," "AS IS," AND "WITH ALL FAULTS," WITHOUT WARRANTY OR CONDITION OF ANY KIND. FORTIFIED MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE AVAILABILITY, ACCURACY, OR COMPLETENESS OF THE WEBSITE OR CONTENT, AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM USER'S ACCESS TO AND/OR USE OF THE WEBSITE OR CONTENT, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF FORTIFIED'S OR ITS SUPPLIERS' SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY TRANSMISSION TO OR FROM THE WEBSITE, AND/OR (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE THROUGH THE ACTIONS OF ANY THIRD PARTY. NEITHER FORTIFIED NOR ANY OF ITS SUPPLIERS OR AFFILIATES WARRANT THAT (A) THE WEBSITE OR CONTENT WILL MEET USER'S REQUIREMENTS, (B) THE OPERATION OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, OR (C) THE WEBSITE OR CONTENT WILL BE UP-TO-DATE, COMPLETE, COMPREHENSIVE, OR ACCURATE, OR THAT ERRORS WILL BE CORRECTED.

Limitation of Liability.

IN NO EVENT SHALL FORTIFIED, 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 (I) ERRORS, MISTAKES, OR INACCURACIES IN THE WEBSITE, (II) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF THE WEBSITE, (IV) ANY TRANSMISSION TO OR FROM THE WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE, (VI) 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 WEBSITE, AND/OR (VII) 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 FORTIFIED 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 FORTIFIED, 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 FORTIFIED (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 WEBSITE, OR WITH ANY PORTION OF THESE TERMS, USER'S SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE.

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 Website, these Terms, or User's use of Content made available through or on the Website 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.

Indemnity.

User agrees to defend, indemnify, and hold Fortified, 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 Website, and User covenants not to sue Fortified or its affiliates for any injuries to User or User's property arising out of or related to User use of the Website.

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 Fortified 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 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 Website or any information, materials or services User obtains from Fortified requires that such claim be resolved exclusively by confidential binding arbitration. The arbitration shall be conducted before three neutral arbitrators in 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 WEBSITE 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 (i) to the exclusive jurisdiction of the state or federal courts located in 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 Fortified's intellectual property rights under these Terms, and (ii) 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 Tennessee.

Miscellaneous.

Fortified 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 Fortified, 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 Fortified'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 Fortified, 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 Fortified.

Contact Information.

If User has any questions about these Terms, Fortified's practices, or User's dealings with the Website, please contact us at help@fortifiedhealthsecurity.com or 1-800-600-4002.