

LEGAL

Acceptable Use Policy

Esperline

RVU Review, LLC — an Ohio limited liability company

Effective Date: 08/21/2026

This Acceptable Use Policy (the “AUP”) is incorporated into and forms part of the Esperline Terms of Service (the “Terms”). Capitalized terms have the meanings given in the Terms. This AUP describes activities that are not permitted on the Platform and our Services. The AUP exists to protect you, our Services, other users, and third parties — including employers — from foreseeable harm arising from misuse of our Services.

1. Acceptable Uses

Our Services are intended for the following personal use:

- Calculating and reviewing your own wRVU productivity.
- Privately and personally comparing your Deliverables produced by our Services against the compensation figures reported to you by your employer, for your own personal understanding. (Our Services do not perform this comparison.)
- Building a personal, longitudinal record of your verified compensation history.
- Sharing Deliverables, at your sole discretion, with your own personal legal, tax, or financial advisor under conditions of confidentiality.

2. Prohibited Uses Generally

You may not use our Services:

- (a) for any unlawful purpose or in violation of any applicable federal, state, local, or international law;
- (b) in any manner that violates the rights of any other person, including any employer;
- (c) on behalf of any organization, employer, payer, regulator, or third party — our Services are for personal use by an individual User only;
- (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, underlying ideas, algorithms, or structure of the Software;
- (e) Modify, translate, or create derivative works based on the Software or Deliverables;

- (f) Circumvent, disable, or interfere with any security-related features, usage rules, or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Software;
- (g) Use the Software in any manner that could damage, disable, overburden, impair, or interfere with Company's servers, networks, website, or the Software, or interfere with any other party's use and enjoyment of the Software;
- (h) Attempt to gain unauthorized access to the Software, other accounts, computer systems, or networks connected to the Software or the website;
- (i) Use the Software to develop, market, or distribute any product or service competitive with the Software or otherwise use the Software for any competitive analysis or benchmarking purposes;
- (j) Remove, export, or permit downloading or transmission of any User Data from the Software except as expressly permitted by Company or required for User's personal purposes;
- (k) Resell, sublicense, timeshare, or otherwise transfer or make available the Software to any third party except as expressly permitted herein;
- (l) Use any robot, spider, scraper, or other automated means to access the Site or Software except as expressly permitted by Company in writing;
- (m)** to upload any malicious code, virus, worm, or other harmful component;
- (n)** to upload any data that you do not have the legal right to upload;
- (o) In any manner that violates any other applicable policy maintained by the Company, including without limitation the Company's Privacy Policy and Terms of Service;
- (p) To divulge any of the Company's (or any affiliate's) proprietary information; or
- (q) To upload any Protected Health Information ("PHI"), of patients or other third parties, when uploading User Data.

3. Prohibited Uses with Respect to Employers

You may not, directly or indirectly:

- (a) Publish, post, share, or distribute any Deliverable or output from our Services, in whole or in part, in any public, semi-public, or third-party forum, including but not limited to social media, online forums, news media, professional review sites, employer-rating sites, and email distribution lists;
- (b) Identify or reference any employer in connection with any Deliverable or output of our Services in any external communication, except in confidential communications with your own personal legal, tax, or financial advisors who are bound by a duty of confidentiality;
- (c) Use any Deliverable or output of the Services to defame, disparage, threaten, harass, intimidate, or extort any employer or any individual;
- (d) use the Platform or any Deliverable for (i) any dispute, grievance, complaint, claim, or proceeding involving User's current or former employer, (ii) any employment-related

administrative charge, arbitration, mediation, investigation, or litigation, or for (iii) any claim for compensation, discrimination, retaliation, wrongful termination, workplace misconduct, or similar employment matter;

- (e) Use our Services to coordinate, organize, or facilitate any group action by multiple providers or Users against any common employer, including any group submission of Deliverables or related data to media, regulators, attorneys, or class-action counsel;
- (f) utilize, in any forum, a Deliverable in an effort to demonstrate proof or prove of underpayment, fraud, or any other wrongdoing by an employer, or that Company has audited or made any finding regarding any specific employer; or
- (g) Use our Services to gather, compile, or distribute information about any specific employer for commercial, journalistic, advocacy, or litigation-support purposes.

4. Prohibited Uses with Respect to Patient and Third-Party Data

You may not upload to the Platform:

- (a) Protected Health Information (“PHI”) in any form, regardless of ownership;
- (b) any data subject to a legal hold, subpoena, or pending litigation without first consulting your attorney;
- (c) any data that is the property of a third party and that you do not have the right to disclose; or
- (d) any medical services information beyond the minimum necessary to perform the calculation (such information shall be unidentifiable with respect to patients).

5. Monitoring and Violations

5.1 Monitoring Usage

The Company regularly monitors third-party use of the Platform and the Services to confirm compliance with the terms of this **AUP** and any other applicable Company policy. We maintain the right to monitor all such usage by any means we deem appropriate at any time in our sole discretion and delete any material we deem illegal, inappropriate, or violative of any Company or applicable third-party policy. If the Company discovers a violation, it will take whatever action it deems reasonably necessary or appropriate to address such behavior. This may include disclosing the User's personal information to a third party claiming that such user violated rights (such as intellectual property or privacy rights), where permitted or required by applicable law. It may also include taking legal action (including making a referral to law enforcement). It will most definitely include immediately suspending or terminating the User's access to the Services and the Platform. YOU HEREBY WAIVE AND HOLD HARMLESS COMPANY, ALONG WITH COMPANY'S OWNERS, OFFICERS, MEMBERS, EMPLOYEES, CONTRACTORS, DIRECTORS, AGENTS, ATTORNEYS, AND SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS RESULTING FROM, OR ARISING DIRECTLY OR INDIRECTLY OUT OF, ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES IN CONNECTION WITH INVESTIGATIONS BY EITHER COMPANY OR LAW ENFORCEMENT AUTHORITIES.

5.2 Violation

A violation of this AUP is a material breach of the Terms and is grounds for immediate suspension or termination of your account, in addition to any other remedies available to us at law or in equity.

5.3 Enforcement

We may, in our sole and reasonable discretion, suspend or terminate your account for any actual or suspected violation of this AUP, with or without prior notice. We may also, where appropriate and consistent with applicable law, cooperate with law-enforcement authorities, with regulators, and with parties harmed by your conduct.

6. Account Security

Each User is responsible for any misuse of the account, even if the inappropriate activity was actually committed by someone other than the account holder (i.e., the family member or friend, for example). Therefore, each User must take all reasonable steps to protect the account from unauthorized access. In addition, no User may access the account to breach the security of any other User's account or attempt to gain unauthorized access to another server or network. As such, each User must ensure the security of the password at all times, including without limitation, by not sharing it with others for any reason. Additionally, we recommend that passwords be hard to guess and changed on a regular basis.

7. Reporting Violations

The Company requests that any User who believes that a violation of this **AUP** or any other Company policy has taken place should report the alleged violation to the Company promptly. Such report shall be sent to Support@Esperline.com. The following information should be included:

- Name of alleged violator(s);
- Time period (including dates) of the alleged violation(s);
- Description of alleged violation(s);
- Any evidence of the alleged violation(s); and
- The reporter's involvement, if any, in the violation (and how the violation was discovered in the first instance).

The identity of those who report known or suspected violations will be maintained by the Company with strict confidence, subject to legal obligations.

If you have any questions regarding this policy, please contact us at Support@Esperline.com.

End of Acceptable Use Policy — see also: Esperline Terms of Service.