

LEGAL

Terms of Service

Esperline

RVU Review, LLC — an Ohio limited liability company

Effective Date: 08/21/2026**Last Updated: 08/21/2026**

These Terms of Service (the “Terms”) form a binding legal agreement between RVU Review, LLC, an Ohio limited liability company doing business as Esperline (“Company,” “we,” “us,” or “our”), and you (“User”, “you” or “your”), regarding your access and use of esperline.com and all of its subdomains (our “Site”), in addition to Esperline’s software-as-a-service platform, accessible thereon (the “Software”, collectively with our Site referred to as the “Platform”). The Platform and those certain Deliverables (defined below), available and produced therefrom, are referred to hereinafter as our “Services”.

These Terms govern your rights and responsibilities regarding the Company and the Services. Please review it carefully.

1. About These Terms

1.1 Authorized Access and Use.

You agree to use the Platform for lawful purposes only and consistent with these Terms. Our Platform is designed to comply with applicable laws in the United States only. If you access the Platform from outside of the United States, you agree to comply with all applicable local laws. By agreeing to the Terms, our Acceptable Use Policy, and Privacy Policy, the Company grants you a limited, personal, non-exclusive, non-transferrable, non-sublicensable license to access and use the Platform and the Company Content (defined below). This license is revocable at any time without notice. You are not authorized to use our Services or access our Platform for any reason if you are under the age of eighteen (18), or the age of majority in your jurisdiction, whichever is greater.

1.2 Acceptance

By creating an account, accessing the Platform, or clicking “I Agree,” you are agreeing to be bound by and comply with the Terms and are expressly acknowledging and representing to us: (i) that you have the legal capacity and authority to enter into and bind yourself to these Terms, (ii) that you understand all of the provisions of the Terms, and (iii) that you understand and acknowledge that these Terms have the same force and effect as an agreement in writing signed by you and the Company. If you do not agree, you may not use the Services.

You further acknowledge, understand and agree that these Terms, along with our Acceptable Use Policy, constitutes the entire and only agreement between you and us and supersedes all prior or contemporaneous written, oral or implied agreements, representations, warranties and understandings with respect to the Platform, Services, and the subject matter of these Terms.

1.3 Changes to These Terms

We may update these Terms from time to time, for any reason, by providing you with notice of the changes. You agree that we may provide you with notices about our Services, including notice of amendments to the Terms, electronically by posting such notices or amended versions of the Terms on the Platform or by contacting you via the information you have provided to us. Material changes will be posted on the Platform and communicated by email to the address associated with your account at least thirty (30) days before they take effect. By accessing or using any part of the Platform or Services after we notify you of an amendment, you electronically consent to and accept the Terms, as amended, which will then take effect without any further action by you or us. Any purported changes to the Terms by any means other than those described in this Section 1.3 shall be void and without force or effect. You may always review the most current version of these Terms by clicking on the “Terms of Service”, “Acceptable Use Policy”, and the “Privacy Policy” link on the Platform.

2. SaaS Service

Subject to the Terms and payment of applicable fees, Company grants you a limited, personal non-exclusive, non-transferable, non-sublicensable right to access and use the Software solely for your individual use.

The Software is provided as a hosted, cloud-based software solution and is not sold to User.

3. Purpose of Our Services

Using data files that you upload, our Software is used to produce certain Deliverables (defined below) that:

- (a)** identifies the CPT and E&M billing codes recorded in your data;
- (b)** maps each code to its corresponding work Relative Value Unit (wRVU) value as published in the publicly available Centers for Medicare & Medicaid Services Physician Fee Schedule (the “CMS Physician Fee Schedule”) for the applicable year;
- (c)** calculates a wRVU total and, where you have supplied a compensation rate, an estimated dollar amount earned;
- (d)** delivers that calculation to you as a Deliverable, for the applicable reporting period. The Platform does NOT ingest, parse, or compare against any compensation statement issued to you by your employer. Any comparison between a Deliverable and your employer’s figures

is made privately, by you, as such comparison would be outside the scope of our Services; and

- (e) using publicly available data and the data that you supply, produces certain Deliverables, such as a monthly compensation statement, and retains your historical statements within your account for your reference.

4. Your Data

4.1 Definition

“User Data” means the claims data, billing data, compensation statements, contract excerpts, demographic information, and any other information, records, documents, and materials you upload to or input into the Platform. User Data shall specifically exclude PHI (as referenced in Section 12), and no User Data including PHI shall be uploaded to the Platform at any time.

4.2 License to Process

As between the parties, you retain all right, title, and interest in your User Data. By agreeing to these Terms and using the Platform, you grant Company a perpetual, non-exclusive, royalty free, worldwide, sublicensable and transferable license to use, reproduce, process, modify, transmit, and analyze User Data solely as necessary for the Company’s performance of the Services and for producing and providing deliverables and other outputs available through the Platform. This license terminates when the entirety of your User Data is deleted from our systems and database.

4.3 Aggregated and De-Identified Data

We may compile aggregated, anonymized, and de-identified statistics from User Data — for example, distributions of wRVU values across specialties — and use such Aggregated Data for product improvement, benchmarking, and research. Aggregated Data does not identify you or any employer and is not subject to the deletion right in Section 4.4.

4.4 Data Deletion

You may request deletion of your User Data at any time by contacting us. Subject to applicable retention obligations and our right to retain Aggregated Data under Section 4.3, we will delete or de-identify your User Data within thirty (30) days of your verified request.

4.5 Your Responsibility for Authorization

You represent and warrant that you have all rights, consents, and authorizations necessary, including any rights required under your employment agreement, employer policies, applicable law, and any other agreement to which you are bound, to share, upload, and utilize, any and all information and material that you upload to the Platform, including without limitation, your User Data,

5. Deliverables and Outputs Based on User Data

Subject to your compliance with these Terms and payment of all applicable fees, Company grants you a non-exclusive, non-transferable license to use the reports, analyses, summaries, recommendations, dashboards, presentations, and other outputs generated by Company for you by using User Data, including a monthly compensation statement referred to as a Esperline Statement (collectively referred to hereinafter as the "Deliverables") solely for your individual and personal purposes.

The Deliverables may include estimates, projections, benchmarks, compensation analyses, salary ranges, work relative value unit ("wRVU") analyses, productivity metrics, valuation estimates, and other analytical outputs derived from User Data, together with the Company's Software, proprietary formulas, methodologies, assumptions, and other relevant software.

Any such Deliverables, including estimates and analytical outputs, are provided solely for informational and illustrative purposes. They are not predictions, guarantees, certifications, appraisals, fair market value determinations, commercial reasonableness opinions, compensation opinions, legal opinions, tax advice, accounting advice, valuation services, or investment advice. The Deliverables merely reflect the application of the Company's methodology, as incorporated into the Platform, to the User Data provided. Company makes no representation, warranty, or guarantee, express or implied, regarding the accuracy, completeness, reliability, reasonableness, or suitability of any Deliverable or any result, calculation, projection, estimate, valuation, metric, or conclusion contained therein. Further, Company makes no representation or warranty that a Deliverable represents the compensation to which you are contractually or legally entitled, or that any compensation figure issued to you by your employer is incorrect where it differs from our Deliverable.

In the event there is a difference between a Deliverable and the compensation reported to you by your employer, such difference may be as a result of and reflect such difference due to any number of legitimate causes, including but not limited to: contractual terms unique to your employment agreement; modifier-based payment adjustments; capitated, bonus-based, or quality-based compensation components; coding edits or chart reviews performed after the fact; payer mix; data-entry timing; differences between your employer's pay period or draw cycle and a calendar month of billed work; and errors in the data you supply. Such comparison or further analysis goes beyond the scope of our Services, and we make no representations or warranties to the reasons or contributing factors associated with the differences in calculations, populated numbers, and determinations, provided by our Deliverables and/or Platform.

Users acknowledge that the quality and completeness of the Deliverables depend upon the amount of information and detail in the User Data supplied. Any business, financial, investment, lending, acquisition, disposition, or other decisions made in reliance upon the Deliverables are made solely at User's own risk.

6. What our Services Do Not Do

You acknowledge and agree that Company's Services are limited to providing access and use to the Platform and solely to the collection, processing, and analysis of User Data and the preparation and delivery of reports, analyses, estimates, benchmarks, and other Deliverables based upon such User Data. Company's Services are strictly informational in nature and should not be relied upon as statements of fact.

Without limiting the foregoing, Company shall have no duty or obligation to:

- a. verify, validate, audit, authenticate, investigate, or otherwise confirm the accuracy or completeness of User Data;
- b. provide litigation support, serve as an expert witness, provide testimony, execute affidavits or declarations, produce work papers, respond to discovery requests, participate in depositions, defend any Deliverable, or otherwise assist User in connection with any dispute, claim, investigation, arbitration, administrative proceeding, or litigation;
- c. interpret or apply legal, regulatory, tax, accounting, healthcare, employment, or industry requirements on User's behalf;
- d. verify, validate, update, revise, defend, or supplement any Deliverable after its issuance except as expressly agreed in writing;
- e. provide any support, services, or assistance beyond (i) providing and maintaining access to the Platform, (ii) facilitating the generation and delivery of Deliverables as initiated by User, or (iii) as otherwise specified in these Terms; or
- f. confirm User has all necessary consents and authorizations required or necessary to upload User Data.

You acknowledge and agree that our Services do not, and are not intended to:

- (a) constitute legal, tax, financial, accounting, medical, or coding advice;
- (b) be construed as an expert opinion, certification, representation of fact, determination of fair market value, determination of commercial reasonableness, legal conclusion, or professional opinion of any kind;
- (c) allege or be used to allege that an employer has committed fraud, breach of contract, wage theft, willful misconduct, negligence, or any other wrongdoing;
- (c) verify, audit, or certify any employer's books, records, billing practices, or compensation methodology, or
- (e) provide medical billing, coding, claims processing, or compliance services.

7. System Requirements; Platform Modifications

Access to and use of the Services may require compatible devices, internet connectivity, and certain third-party software or services. User is responsible for obtaining and maintaining the hardware, software, network access, and other resources necessary to access and use the Services. User may be required to install updates, upgrades, or modifications to the Platform or related third-party software from time to time. The availability, quality, and performance of the Services may be affected by the performance of User's devices, software, internet connection, and other third-party services. Company may modify compatibility requirements or discontinue support for any operating system, browser, device, platform, or software version upon reasonable notice.

8.1 Registration and Accounts

8.1 Registration

Certain sections of, or offerings from, the Platform may require you to register in order to access our Services. If registration is requested, you agree to provide us with accurate, complete registration information. Each registration is for your personal use only and not on behalf of any other person or entity. By registering, you represent, warrant and agree that you will not: (i) permit any other person to access or use the registered sections of the Platform under your name and account; and (ii) permit any member of your family under the age of 18 to use your name and account to access or use the Platform. You further represent and warrant that any such information, including User Data is and will remain accurate and complete, and that Company has no liability whatsoever for errors and omissions in your information or User Data. You are responsible for preventing such unauthorized use, and you agree to accept all risks of unauthorized access to your registration data.

8.2 One Account per Individual

Accounts are personal to the individual User. Use of the Services by or on behalf of an employer, payer, regulator, or other organization is not permitted under these Terms.

8.3 Assignment or Transfer of Your Rights.

Your right to use the Platform is not transferable or assignable. You may not share, transfer, sublicense, or resell access to your account. Any password or right given to you to obtain information or documents is not transferable or assignable. You may not assign these Terms, in whole or in part, to any third party without our prior written consent. Any attempt by you to make a transfer or assignment in violation of this Section shall be void and without force or effect.

9. Subscription, Payment, and Cancellation

9.1 Subscription Plans

Our Services are offered on a recurring annual subscription basis at the prices published on esperline.com. Fees do not include applicable sales, use, value-added, withholding, or similar taxes.

9.2 Billing & Payment Authorization

Subscriptions auto-renew at the end of each billing period unless canceled before the renewal date. By providing a payment method and enrolling in any subscription, recurring service, or automatically renewing plan, a User expressly authorizes Company and its third-party payment processors to charge User's designated payment method for all fees, charges, taxes, and amounts due under the Terms on a recurring basis in accordance with the applicable billing cycle selected by User.

User acknowledges and agrees that such charges may continue until the applicable Services are cancelled or terminated in accordance with the Terms. User is responsible for maintaining accurate and current payment information and promptly updating any changes to payment credentials.

User acknowledges that, by providing this authorization, they are consenting to recurring electronic payments, and such authorization shall remain in effect until revoked by User in accordance with these Terms.

9.3 Price Changes

The Company reserves the right to modify its subscription fees and pricing at any time. Any increase or change in subscription fees applicable to an existing User shall take effect upon the User's next renewal term, provided that the Company gives at least thirty (30) days' prior written notice of such change. If you do not wish to accept the new pricing, you may cancel before that renewal.

9.4 Cancellation

You may cancel your subscription at any time through your account settings. Cancellation takes effect at the end of the then-current billing period. Fees already paid are non-refundable except where expressly required by applicable law. Cancellation of recurring payments shall not relieve any User of any payment obligations accrued prior to the effective date of cancellation.

9.5 Termination By Company

If any payment is declined, rejected, reversed, or otherwise unsuccessful, Company may retry the charge using the authorized payment method to the extent permitted by applicable law.

Without limiting our rights provide in these Terms or by law, if a User continues to fail to pay any amounts owed when due for five (5) calendar days following the due date, Company may terminate, suspend, or disconnect your access to the Services and Platform immediately and without prior notice or warning.

9.6 Free Trials and Promotions

If we offer a free trial or promotional rate, the terms of that offer will be displayed at the time of enrollment. Unless we state otherwise and without additional notice to you, the subscription will convert to the standard rate at the end of the promotional period.

10. The Provider–Employer Relationship

10.1 Purpose of the Service

Company's Services are offered to help individual providers understand the relationship between the work they bill and the compensation they receive. It is a personal, informational tool. It is not designed, sold, or intended for use as an instrument to investigate, accuse, embarrass, pressure, or harm any employer.

10.2 Variances Are Informational

If you choose to compare a Deliverable against the compensation reported to you by your employer, any difference you observe is, on its face, only a difference between two calculations, as further provided in Section 5. It is not intended, and you agree not to characterize it as, evidence of wrongdoing by any employer absent your own independent investigation and the advice of qualified professional advisors.

10.3 Provider (User) Responsibility

You acknowledge that any decisions made based upon the Deliverables and any other outputs received by you from Company are made solely at your own discretion and risk. For any decision you make based on a Deliverable received by you from Company, including, without limitation, any conversation, dispute, complaint, claim, lawsuit, public statement, social-media post, or communication you direct toward any employer, colleague, regulator, journalist, or third party, you agree that you are solely responsible. Company bears no responsibility for any such action or for any consequence flowing from it.

11. Independence and Non-Affiliation

The Company provides an independent compensation verification tool. We have no contract, ownership relationship, financial arrangement, partnership, joint venture, or other affiliation with:

- any hospital, health system, medical group, or other provider organization;
- any employer of any user;
- any electronic health records (EHR), practice-management, or billing software platform;
- any payer, insurer, or third-party administrator; or
- the Centers for Medicare & Medicaid Services or any other government agency.

Our calculations are based solely on the publicly available CMS Physician Fee Schedule and on the data files you upload. The CMS Physician Fee Schedule is published and maintained by the United States government and is freely available to the public.

12. HIPAA Compliance and PHI

12.1 Operating Environment

Our Services operate in a HIPAA-eligible Amazon Web Services environment. User Data is encrypted in transit and at rest. Raw claims files are not retained after processing; only the calculated Deliverables are retained within your account. Where our Services uses automated processing to assist with interpreting the files you upload, that processing is performed within a HIPAA-eligible cloud environment under our Business Associate Agreement with Amazon Web Services; any such processing provider acts only as a sub-processor and does not receive, access, or retain your User Data for its own purposes or use it to train its models. We maintain Business Associate Agreements with the sub-processors that handle Protected Health Information on our behalf.

Nevertheless, you acknowledge that the Platform is designed solely for provider compensation, productivity, benchmarking, wRVU analysis, and related business purposes and is not intended for the collection, storage, processing, or transmission of Protected Health Information (“PHI”), as defined under HIPAA.

You shall not upload, submit, transmit, or otherwise make available any PHI, regardless of whose information it is, to Company or the Platform. Any submission of PHI shall constitute a material breach of these Terms, and Company may immediately suspend your access to the Services and remove such information upon discovery.

User represents and warrants that all User Data has been appropriately de-identified and does not contain PHI. User is solely responsible for ensuring compliance with this Section 12.

13. Intellectual Property

13.1 Our IP

Company owns all right, title, and interest in and to the Services and Platform, including the software, calculation methodologies, all information, data, graphics, user interfaces, designs, trademarks, files, documents, other files and materials, and the “Esperline” name and brand, as “Company Content.” No license is granted other than the limited right to use the Services and Platform in accordance with these Terms.

All Company Content and our Platform are the property of the Company or its licensors and are protected by domestic and international copyright laws, and all rights to the Company Content and Platform are expressly reserved. All trademarks, registered trademarks, product names and

company names or logos mentioned in the Platform are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by the Company.

13.2 Ownership and Use of Deliverables/Outputs

As between the parties, you own all Deliverables generated for you from User Data through the Platform. Notwithstanding the foregoing, Company retains all right, title, and interest in and to the Platform, including all software, algorithms, models, methodologies, templates, documentation, and other intellectual property used to generate the Deliverables. To the extent any Company Content is incorporated into a Deliverable, Company grants User a perpetual, worldwide, non-exclusive, royalty-free license to use, reproduce, distribute, display, and otherwise exploit such Company Content solely as incorporated into the Deliverable.

13.3 Company Reservation of Rights

Company retains all right, title, and interest in and to the Platform, Company Content, software, templates, methodologies, models, processes, know-how, workflows, analytics techniques, and all intellectual property used to create the Deliverables. No ownership rights in any such materials are transferred to you.

13.4 No Transfer of Intellectual Property

Except for the limited license expressly granted herein, you do not acquire any ownership interest in Company's intellectual property embodied in the Deliverables nor in connection with the Services provided.

13.4 Public Source Data

The CMS Physician Fee Schedule is a work of the United States government and is in the public domain. Our calculations use that public data.

13.5 Feedback

If you provide us with suggestions, ideas, or feedback regarding the Services and Platform, Company may use anonymized and aggregated information derived from User Data and Deliverables for analytics, benchmarking, improvement of its services, and other lawful business purposes, and provided such information does not identify you or disclose your confidential information. You grant us a perpetual, royalty-free, irrevocable license to use that feedback for any purpose without obligation to you.

14. Acceptable Use

Your use of the Services is also governed by the Esperline Acceptable Use Policy (the “AUP”), which is incorporated into these Terms by reference. A current copy of the AUP is available on the Service. Capitalized terms used in the AUP have the meanings given to them in these Terms. A breach of the AUP is a breach of these Terms.

15. Third Party Content.

Third party content may appear on the Platform or may be accessible on third party websites via links from the Site. You understand that all third-party content and third party websites represent solely the opinions, thoughts or beliefs of their author(s) and are neither endorsed by nor representative or reflective of the opinions, thoughts or beliefs of the Company. We are not responsible for and assume no liability for the content, accuracy or opinions expressed in any third party content, including without limitation any mistakes, misstatements of law, defamation, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of third party content on or accessible via links from the Platform. If you decide to leave the Platform by following a link to a third party website, you do so at your own risk.

16. Disclaimers & Limitation of Liability

16.1 DISCLAIMER OF SERVICES AND PLATFORM

THE SERVICES, PLATFORM, COMPANY CONTENT, AND ALL DELIVERABLES AND OUTPUTS, INCLUDING WITHOUT LIMITATION ESPERLINE STATEMENTS AND ANY CALCULATIONS, ARE PROVIDED “AS IS”, “AS AVAILABLE,” AND WITH “ALL FAULTS”. WHILE WE STRIVE TO PROVIDE ACCURATE AND CURRENT INFORMATION, WE MAKE NO REPRESENTATIONS ABOUT THE PLATFORM, COMPANY CONTENT, DELIVERABLES OR SERVICES, THEIR RESPECTIVE CONTENT, FUNCTIONS, RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, AND UNINTERRUPTED OPERATION.

16.2 DISCLAIMER OF DELIVERABLES AND OUTPUTS

Company does not make any representation or warranty that any estimated compensation, salary, productivity measure, wRVU benchmark, valuation, or other output reflects actual market conditions, future results, fair market value, commercial reasonableness, regulatory compliance, or compensation that will be earned or paid by any individual or entity. Company assumes no

responsibility and disclaims all liability for the content, accuracy, completeness, legality, reliability, or availability of any such information.

16.3 Errors, Corrections and Changes.

The Platform, Company Content and Services provided in connection therewith may contain bugs, errors, defects and other problems, limitations or harmful components, which may or may not be corrected, and the Company hereby disclaims liability for the same, and you release the Company from any claims or causes of action relating to such bugs, errors, defects, problems, limitations, and harmful components. We may make changes to the features, functionality or content of the Platform at any time. We reserve the right in our sole discretion to edit or delete any documents, information or other content appearing on the Platform or available through our Services.

16.4 LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS OWNERS, OFFICERS, MEMBERS, EMPLOYEES, CONTRACTORS, DIRECTORS, AGENTS, ATTORNEYS, AND SUCCESSORS AND ASSIGNS, BE LIABLE FOR:

- (a) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION FINANCIAL LOSSES OR LOST PROFITS, LOST WAGES, LOST EMPLOYMENT, LOSS OF REPUTATION, OR LOSS OF DATA, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES; OR
- (b) ANY DAMAGES ARISING FROM YOUR USE OF, OR ANY ACTION YOU TAKE IN RELIANCE ON, ANY DELIVERABLE OR OTHER OUTPUT OF THE SERVICES, INCLUDING WITHOUT LIMITATION ANY EMPLOYER DISPUTE, EMPLOYMENT TERMINATION, REPUTATIONAL HARM, OR LITIGATION YOU CHOOSE TO INITIATE OR PARTICIPATE IN.

OUR AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS, INCLUDING FOR ANY IMPLIED WARRANTIES THAT CANNOT BE DISCLAIMED (IF ANY), ARISING OUT OF OR RELATING TO THE SERVICES OR THESE TERMS WILL NOT EXCEED THE GREATER OF: (i) EIGHT HUNDRED NINETY NINE U.S. DOLLARS (US \$899); OR (ii) THE TOTAL AMOUNT YOU PAID TO COMPANY FOR THE RELEVANT SERVICES IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. IN ALL CASES, THE COMPANY AND ITS AFFILIATED PARTIES, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT WERE NOT REASONABLY FORESEEABLE.

Some jurisdictions do not allow the limitation or exclusion of certain damages. In those jurisdictions, the limitations and exclusions above apply to the maximum extent permitted by law.

17. Indemnification

You agree to indemnify, defend, and hold harmless Company and its owners, officers, members, employees, contractors, directors, agents, attorneys, and successors and assigns, from and against any and all third-party claims, demands, actions, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- (a) your violation of any of these Terms or the AUP;
- (b) your use or alleged misuse of the Services, Platform, or any Deliverable, including any action you take or statement you make in reliance on or with reference to such Deliverable;
- (c) any claim brought against Company by any employer or third party arising out of or relating to your use of the Services;
- (d) your User Data, including any allegation that your upload of such data violated any agreement, employer policy, or law
- (e) your violation of any applicable law or the rights of any third party, whether contractual or by law, including without limitation, confidentiality obligations; or
- (f) your unauthorized disclosure of PHI and any HIPAA violation as a result of your User Data;
- (g) any bugs, errors, defects, limitations, outages, malicious code, or other harmful components encountered on or arising from the Platform as a result of your use of our Services;
- (h) your failure to have any and all necessary authorization for use of our Services.

18. Term and Termination

18.1 Term

These Terms are effective from the date you first accept them and continue until your account is terminated as provided below.

18.2 Termination by You

You may terminate your account at any time through your account settings or by contacting us.

18.3 Termination by Us

We may suspend or terminate your account, with or without notice, if:

- (a) you breach any provision of these Terms or the AUP;
- (b) we reasonably believe that your use of our Services may expose us, any other user, or any third party to legal liability or harm;
- (c) you fail to pay any fees when due; or
- (d) we are required to do so by law.

18.4 Effect of Termination

Upon termination, your right to access the Services ceases immediately. We will retain your User Data and Deliverables after termination and will not delete them automatically; we will delete or de-identify them only upon your verified request under Section 4.4, subject to applicable retention obligations and our rights under Section 4.3.

18.5 Survival

Any provisions of these Terms which by their nature should survive termination or expiration of these Terms shall survive, including without limitation, provisions relating to intellectual property rights, ownership, payment obligations, disclaimers of warranties, limitations of liability, indemnification, dispute resolution, governing law, and any accrued rights or obligations of the parties.

19. Disputes; Governing Law; Class Action Waiver

19.1 Governing Law

These Terms are governed by, and will be construed in accordance with, the laws of the State of Ohio, without regard to its conflict-of-laws principles.

19.2 Forum

Any dispute, claim, or controversy arising out of or relating to these Terms or the Services that is not resolved through informal discussion will be brought exclusively in the state or federal courts located in Stark County, Ohio. The parties consent to the personal jurisdiction of those courts and waive any objection based on inconvenient forum.

19.3 Informal Resolution

Before filing any claim, you agree to send a written notice describing the claim to Company at the address in Section 22 and to attempt to resolve the dispute informally for at least sixty (60) days.

19.4 Class Action Waiver

To the fullest extent permitted by applicable law, any claim must be brought in an individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. The parties waive any right to a jury trial to the fullest extent permitted by applicable law.

19.5 Time Limit

Any claim against Company must be brought within one (1) year after the cause of action arose, or it is permanently barred.

19.6 Attorneys Fees

If litigation or other action is commenced between the parties concerning any dispute arising out of or relating to these Terms, and should the Company be the prevailing party in any contested ancillary proceeding relating to the action (for example, motions to transfer, to compel discovery, etc.) or in the action itself, Company will be entitled, in addition to any other award that may be made, to recover all court costs and other official costs and all reasonable expenses associated with the ancillary proceeding or the action, including without limitation reasonable attorneys' fees and expenses.

20. Privacy

Our Privacy Policy, as it may be amended from time to time, as described therein, is a part of the Terms. In the event of any conflict between the Privacy Policy and these Terms of Service, the Privacy Policy shall control. You must review the Privacy Policy by clicking on the Privacy Policy link at [Esperline.com](https://esperline.com).

21. General Provisions

21.1 Entire Agreement

These Terms, together with the AUP and the Privacy Policy , constitute the entire agreement between you and Company regarding the Services and supersede any prior agreements between the parties on the same subject matter.

21.2 Severability

If any provision of these Terms is held unenforceable, the remainder remains in effect, and the unenforceable provision will be interpreted to give effect to the parties' intent to the fullest extent permitted by law.

21.3 No Waiver

Our failure to enforce any right or provision of these Terms is not a waiver of that right or provision.

21.4 Assignment By Company

We may assign these Terms, without your consent, in connection with a merger, acquisition, reorganization, or sale of all or substantially all of our assets.

21.5 No Third-Party Beneficiaries

These Terms do not create any third-party beneficiary rights in any person or entity.

21.6 Notices

Notices to Company must be sent in writing to the address listed in Section 22. We may provide notices to you by email at the address associated with your account or by posting within the Platform, and you agree that such notices are valid.

21.7 Relationship

Nothing in these Terms creates an employment, agency, partnership, joint venture, or fiduciary relationship between you and Company.

21.8 Force Majeure

Neither party is liable for any failure or delay in performance due to causes beyond its reasonable control.

22. Contact

RVU Review, LLC d/b/a Esperline

6545 Market Ave North Suite 100

North Canton, OH 44721

Email: Support@Esperline.com

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