

HealthBook+ Terms of Service

Dated: 1/17/2025

These Terms of Service (these "Terms") set forth the terms and conditions upon which HealthBookPlus Holdings, Inc. ("our" "we" or "HealthBook+") offers you ("you" "your" or "End-User") access to use HealthBook+'s personal health record and health hub application located at www.myhealthbookplus.com including any successor site or mobile application and all third-party software imbedded therein or accessed thereby (the "Application"). By clicking "I Agree", by accessing the Application, or otherwise indicating your assent, you agree to be bound by these Terms. Additionally, by accessing the Application, you agree to be bound by HealthBook+'s Privacy Policy, and all applicable laws. In the event of an inconsistency between these Terms and the Privacy Policy, these Terms shall control. Any reference to the singular in these Terms includes the plural and vice versa and reference to a gender includes the other gender unless the context requires otherwise. Any reference to a "person" in these Terms includes any individual, firm, unincorporated association or body corporate. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS OR USE APPLICATION. THIS IS A LEGALLY ENFORCEABLE CONTRACT. IF YOU ARE ACCESSING OR USING APPLICATION AND SERVICE ON BEHALF OF ANOTHER INDIVIDUAL YOU REPRESENT AND WARRANT THAT YOU HAVE ALL THE POWER AND AUTHORITY TO ENTER INTO THESE TERMS ON BEHALF OF THAT INDIVIDUAL AND TO PROVIDE HEALTHBOOK+ WITH ALL INFORMATION ABOUT THAT INDIVIDUAL THAT YOU MAY PROVIDE.

HealthBook+ may modify these Terms upon providing written notice to you either via the e-mail registered under your account or by posting such changes through the Application. Any use of the Application following any such modification constitutes an acceptance of the modification. If you do not accept any modification, you must immediately cease all usage of the Application.

The Application is a personal health and wellness information retrieval and management service that allows individuals to consolidate certain health and wellness information ("Health Information") through the Application and share information with others (including family members, doctors and other third-party providers). The Application is provided to you by HealthBook+ as an aid to assist you in organizing and managing Health Information (the "Services").

1 Your Use of the Application

1.1 Limited License to Use the Application

Subject to your compliance with these Terms, HealthBook+ hereby grants to you a limited, personal, non-exclusive, non-transferable, license to access the Application solely for your own personal purposes. Except for the licenses and rights expressly granted under these Terms, no licenses or rights are granted by HealthBook+ to you hereunder, by implication, estoppel or otherwise. All such other licenses and rights are reserved unto HealthBook+. Your right to access and use the Application is personal to you and is not transferable by you to any other person or entity. You are only entitled to access and use the Application for lawful purposes.

Your use of the Application may also be subject to additional terms between you and another entity, such as a healthcare provider or health plan. In addition to any restrictions in these Terms, you shall not use the Application in violation of any other terms applicable to the Application to which you have agreed.

1.2 License Restrictions

You shall not take any of the following actions with respect to Application nor will you use our Application to upload, post, e-mail, distribute, transmit, link, solicit or otherwise make available any content or use the Application in any manner that:

- uploads or transmits any unsolicited advertising, promotional materials, “junk mail”, “spam”, “chain letters”, “pyramid schemes”, or any other form of solicitation, commercial or otherwise;
- decompiles, uses reverse engineering, disassembles, derives the source code of or decrypts the Application or server hosting the Application;
- manipulates or otherwise displays the Application by using framing, mirroring or similar navigational technology or directly links to any portion of the Application;
- uses any robot, spider, scraper or other automatic or manual means to access the Application or copies any content or information on the Application;
- removes, obscures, or alters any proprietary notices (including any notice of copyright or trademark) of us or our affiliates, partners, suppliers or our licensors;
- modifies, adapts, improves, enhances or makes any derivative work from the Application;
- disables, overburdens, impairs or otherwise interferes with or interrupts the Application or any hardware, software, system or network connected with the Application;
- probes, scans, or tests the vulnerability of or breaches the authentication measures of the Application or any related networks or systems;
- interferes with any other party’s use and enjoyment of the e Application;
- infringes the copyright, trademark or any proprietary rights or discloses a trade secret or confidential information in violation of a confidentiality or non-disclosure agreement;
- compiles, uses, downloads or otherwise copies any user information or any portion thereof, or transmits, provides or otherwise distributes (whether or not for a fee) such information to any third party;
- is fraudulent, malicious or unlawful, unauthorized or contains defamatory or illegal information, images, materials or descriptions;
- promotes or provides instructions for illegal activities;
- encourages any conduct that would constitute a criminal offense or that gives rise to civil liability;
- disseminates viruses or other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware;
- attempts to gain unauthorized access to any other accounts, computer systems or networks connected to any server or systems through hacking, password mining or any other means; or
- accesses systems, data or information that we do not intend to be made accessible to you.

1.3 Right to Monitor

We reserve the right to actively monitor the use of the Application and use any information gathered during such monitoring for any permissible purpose under the Privacy Policy. Additionally, we may, at any time as we deem appropriate, remove any materials from the Application that, in our sole discretion, may be illegal, may subject us to liability, may violate these Terms, or are, in our sole discretion, inconsistent with our purpose for the Application.

1.4 Accuracy of Information

You must provide true, accurate, current and complete information, and you may not misrepresent information (a) in your registration information, (b) about your family members or third-party providers, (c) about Health Information, or (d) in the case of a Provider or healthcare professional, your medical credentials or in any communications to a patient. In order for the Application to function effectively, you must also keep such information listed above up-to-date and accurate. If you do not do this, the accuracy and effectiveness of the Application will be affected.

HealthBook+ may review the Health Information that you maintain through the Application to normalize and label data for display, but HealthBook+ is not responsible for any errors in the Health Information resulting from such review process. HealthBook+ makes no effort to review the Health Information for any other purpose, including, but not limited to, accuracy, legality or non-infringement. HealthBook+ is not responsible for any Health Information provided by you, third-party providers or their patient portal sites. HealthBook+ cannot guarantee or assume responsibility for the completeness, timeliness, accuracy, relevance, deletion or non-delivery of any Health Information.

1.5 Intellectual Property Rights

HealthBook+ retains all intellectual property rights in and to the Application and all related documentation interest (including all copyrights, patents, service marks, trademarks and other intellectual property rights), including, but not limited to, any and all updates, enhancements, customizations, revisions, modifications, future releases and any other changes thereto, and all related information, material and documentation. Except for rights specifically provided in these Terms, You hereby assign to HealthBook+ all other intellectual property rights it may now or hereafter possess in the Application and related documentation, and all derivative works and improvements thereof, and agree to execute all documents, and take all actions, that may be necessary to confirm such rights. You also agree to retain all proprietary marks, legends and patent and copyright notices that appear on the Application and any related documentation delivered to You by HealthBook+ and all whole or partial copies thereof.

1.6 Proprietary Rights in Application Content

HealthBook+ retains all copyright and other exclusive rights in the contents of the Application (the "Content"). Elements of the Content are protected by copyright, trade dress and other laws, and may not be copied or imitated in whole or in part. Nothing shall be understood to be granting you any license under any patent, trademark or copyright of HealthBook+ or of any third-party. Even though the Application may display certain third-party trademarks or brand names, that does not mean that HealthBook+ owns or is connected with those third-parties. Those third-party

trademarks are used only to identify the products and services of their respective owners. Do not assume that HealthBook+ sponsors or endorses those brands, products or services. You are not permitted to use the trademarks displayed on the Application without HealthBook+'s prior written consent or the consent of the third-party that may own the trademarks. No Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted or sold in any form or by any means, in whole or in part, without HealthBook+'s prior written permission. You may download or print a copy of any portion of the Content solely for your personal, noncommercial use, provided that you keep all copyright or other exclusive notices intact. You may not republish Content contained on the Application or include the information in any other database or collection. Any other use of the Content is strictly prohibited.

1.7 Legal Age

The Application is offered and available to users who are 18 years of age or older. By using the Application, you represent and warrant that you are of legal age to form a binding contract with HealthBook+ and meet all of the foregoing eligibility requirements. If you are under the age of 18, make sure that your parent or legal guardian reads and agrees with these Terms on your behalf, as your parent or legal guardian shall be fully responsible for your compliance with these Terms. If you do not meet all of these requirements, you must not access or use the Application.

1.8 Data Collection; Privacy Policy.

Any personal information (for example, your name, address, telephone number, e-mail address, Health Information) that you transmit to the Application will be used by HealthBook+ in accordance with the Privacy Policy, available at www.healthbookplus.com/privacy.

1.9 Feedback

Providing any suggestions, enhancement requests, recommendations, corrections or other feedback (collectively, "Feedback") is strictly voluntary. If you provide any Feedback to HealthBook+, orally or in writing, as between you and HealthBook+, HealthBook+ shall: (i) own, exclusively, all now known or later discovered rights to the Feedback; (ii) not be subject to any obligation of confidentiality and shall not be liable for any use or disclosure of any Feedback; and (iii) be entitled to unrestricted use of the Feedback for any purpose whatsoever, commercial or otherwise, without compensation to your or any other person.

2 Providers and Authorized Individuals

2.1 Providers

Through the Application, you may authorize your participating healthcare providers ("Providers") to provide Health Information about you from the Providers' electronic health records to the Application. You may use the Application to share certain Health Information with such Providers. You may use the Application to communicate with such Providers. You understand that any decision to use the Application in such ways is entirely voluntary. You understand that if you authorize a Provider to access your Health Information in the Application and communicate with you via the Application, Provider may permit its/his/her staff and other authorized users within

its/his/her facility or office to use the Application to access your Health Information and communicate with you as well.

HealthBook+ relies on the Providers authorized by you to confirm that they meet the criteria for interacting with the Application. You acknowledge and agree that HealthBook+ is not responsible for any such entity misidentifying itself or any misuse of the data, or acts or omissions by such health care providers or their authorized personnel. HealthBook+'s sole liability and sole responsibility shall be to discontinue access to any entity or individual which HealthBook+ learns misidentified itself/himself/herself or is otherwise misusing data. You are responsible for choosing your own healthcare provider, including any Provider. You are responsible for determining whether the applicable healthcare provider is suitable for your healthcare needs based on specialty, experience, qualification, licenses and other important facts and circumstances that could impact your care. You must review and assess the qualifications of your Providers and to make appropriate decisions with respect to Authorized Individuals (as defined below). HealthBook+ does not examine the credentials of, perform background checks on, or give its endorsement to any healthcare provider, Provider or Authorized Individual.

Conversely, if you are a Provider, for the avoidance of doubt, you acknowledge and agree that you are subject to these Terms and the Privacy Policy. You may receive Health Information through the Application from your patients. You may use the Application to share information and communicate with such patients. You understand that any decision to use the Application is entirely voluntary and should not be the only way to evaluate patients. You are solely responsible for the medical diagnosis and treatment of your patients, and should take steps to ensure that all information received via the Application is accurate for the diagnoses and treatment of an individual. You acknowledge and agree that HealthBook+ shall have no responsibility or liability for any claims arising out of the use of the Application.

2.2 Authorized Individuals

You may grant also access to Health Information or your account to one or more individuals ("Authorized Individuals"). You may grant an Authorized Individual access to your account by specifically authorizing HealthBook+ to permit access by such Authorized Individual to your account. When you grant access to an Authorized Individual, you may permit the Authorized Individual to: (a) have the same level of access to your HealthBook+ account as you have, i.e., the Authorized Individual will be authorized to access your HealthBook+ health record and to communicate with your Providers and/or engage in other transactions with your Providers to the same extent that you are able using HealthBook+; or (b) have "read-only" access to your HealthBook+ account, i.e., the Authorized Individual will be authorized to access your Health Information ONLY, and will NOT be able to communicate with or otherwise engage in transactions with your Providers. Whether or not you grant an Authorized Individual full-access or read-only access to your HealthBook+ account is your decision. You acknowledge and agree that: (a) you are solely responsible for verifying the identity of, and monitoring the use by, any Authorized Individual you select; and (b) HealthBook+ has no responsibility or liability in connection with any access to, or use of, your account and information by any Authorized Individual. Conversely, if you are an Authorized Individual, you agree that you are also subject to these Terms and the Privacy Policy and acknowledge and agree HealthBook+ shall have no responsibility or liability for any claims arising out of the use of the Application.

2.3 Revoking Access

End-Users who are patients of Providers using the Application may revoke any Provider's, other third-party's, or Authorized Individual's permission to (a) communicate with you through the Application; (b) request information from you or your Health Information through the Application; or (c) provide Health Information to your HealthBook+ account by utilizing the connection management features of the Application. However, copies of all of your Health Information previously disclosed to such Providers, third parties, or Authorized Individuals and incorporated into such Providers', third-parties', or Authorized Individuals' records, if any, may remain in such records. HealthBook+ cannot, and has no obligation to, remove such information from the Providers', third-parties', or Authorized Individuals' records.

3 Warranties, Disclaimers, and Limitations of Liability

3.1 No Specific Results

HealthBook+ does not represent, warrant or otherwise guarantee: (a) the reliability and suitability of the Application; (b) the effectiveness, suitability or reliability of communicated information (including any data provided through the Application); (c) that the Application will work without interruption or that it will be free of errors, viruses or other harmful components; (d) outcomes resulting from your use of the Application; (e) that the information available on or through the Application is comprehensive or exhaustive, or that it addresses all relevant symptoms, medicines, and treatments for various diseases or medical conditions; or (f) any outcome with respect to health and well-being as a result of the application of this information.

3.2 We Do Not Practice Medicine; Do Not Use In a Medical Emergency

The information contained on the Application and, our Content and any other information provided by HealthBook+ are for general guidance only. HealthBook+ provides certain symptom checking symptoms through a third party in order to present information about potential medical conditions, which may or may not be directly related to symptoms and illnesses communicated by you, and may not be accurate. HealthBook+ may also provide for use of Artificial Intelligence, or "AI". AI generated content is experimental and for informational purposes only. Such information may not be accurate. The Application is not intended to be, and must not be taken to be, the practice of medicine or other healthcare services by HealthBook+ and does not replace a medical diagnosis by a physician or healthcare provider. The Application should not be used in a medical emergency. Use of the Application does not create a physician/patient or provider/patient relationship with HealthBook+. HealthBook+ is not recommending or endorsing any specific treatment, physician, healthcare provider or medication. All Providers are not affiliated with HealthBook+ and HealthBook+ is not liable for any information, content, advice, communications, or acts or omissions of Providers.

3.3 No Warranties

YOU UNDERSTAND AND AGREE THAT THE APPLICATION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THAT HEALTHBOOK+ DISCLAIMS ANY AND ALL WARRANTIES RELATING

TO THE APPLICATION, OR ANY OTHER MATTER COVERED BY THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HEALTHBOOK+ DOES NOT WARRANT THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, WILL OPERATE WITHOUT INTERRUPTION OR DELAY AND/OR BE ERROR-FREE, OR THAT ANY ERRORS CAN OR WILL BE CORRECTED. HEALTHBOOK+ MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY OF ANY INFORMATION OR CONTENT PROCESSED BY THE APPLICATION. MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE APPLICATION IS DONE AT YOUR OWN CHOOSING AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

3.4 Limitations of Liability

IN NO EVENT SHALL HEALTHBOOK+, OR OUR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS OR THIRD PARTY LICENSORS BE LIABLE FOR LOST PROFITS OR BUSINESS, LOSS OF GOODWILL, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR FOR ANY EXEMPLARY, PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES ARISE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE AND REGARDLESS OF WHETHER SUCH PARTY IS ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. The aggregate liability of HealthBook+ for any and all claims arising under or in connection with these Terms or its subject matter shall not exceed \$100. The above limitation, or exclusion, may not apply to you to the extent that applicable law prohibits the limitation or exclusion of liability for incidental or consequential damages.

3.5 Telecommunication Service

Use of the Application may be available through a compatible mobile device, Internet and/or network access and may require software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications providers. HEALTHBOOK+ MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO: (a) THE AVAILABILITY OF TELECOMMUNICATION SERVICES AND ACCESS TO THE APPLICATION AT ANY TIME OR FROM ANY LOCATION; (b) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (c) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE APPLICATION.

3.6 Interruptions

Your access and use of the Application may be interrupted from time to time for any of several reasons, including, without limitation, unanticipated system failures, the malfunction of equipment, periodic updating, maintenance or repair of the Application, or other actions beyond the control of HealthBook+ or that HealthBook+, in its sole discretion, may elect to take. HealthBook+ cannot always foresee or anticipate technical or other difficulties which may result in, and HealthBook+ shall therefore not be responsible or liable for, any (a) failure to obtain Health

Information, (b) loss of Health Information or personalization settings, or (c) other service interruptions.

3.7 Essential Part of the Bargain

The parties acknowledge that the disclaimers and limitations set forth in this Section 3 are an essential element of these Terms between the parties and the parties would not have entered into these Terms without such disclaimers and limitations.

4 Indemnification; Unauthorized Use

4.1 Indemnification

You agree to indemnify, defend, and hold us and our subsidiaries, affiliates, officers, agents, employees, contractors, partners and third party licensors harmless from and against any and all suits, actions, losses, claims, proceedings, demands, expenses, damages, settlements, judgments, injuries, liabilities, obligations, risks, and costs, including, without limitation, reasonable attorneys' fees, due to, relating to, or arising out of: (i) your use of the Application; (ii) your violation of these Terms; (iii) any Feedback you provide; (iv) your negligence, fraud, or willful misconduct; (v) your user account; and/or (vi) your violation of any law or regulation or any rights of another. We reserve the right, at your expense, to assume the exclusive defense and control of any matter which you are required to indemnify against, and you agree to cooperate in our defense of such matter.

4.2 Notification of Unauthorized Use

You shall promptly notify HealthBook+ in writing upon its discovery of any unauthorized use or infringement of the Application, or the related documentation, or HealthBook+'s intellectual property rights with respect thereto. HealthBook+ shall have the sole and exclusive right to bring an infringement action or proceeding against any infringing third party and, in the event that HealthBook+ brings such an action or proceeding, you shall cooperate and provide full information and assistance to HealthBook+ and its counsel in connection with any such action or proceeding.

5 Term and Termination

5.1 Term

Your access to the Application shall begin on the date you register for the Application and shall continue until terminated under the provisions of this Section 5.

5.2 Termination for Convenience

HealthBook+ may terminate your access to all or part of the Application at any time with or without notifying you. You may terminate access to the Application at any time by canceling your account.

5.3 Effect of Termination

Upon the termination, all license rights of End-User under these Terms regarding the Application shall automatically and immediately cease, and End-User shall promptly cease all uses of the Application. Sections 2, 4, 5.3, 6, 7 and 8 shall survive the expiration or sooner termination of these Terms.

6 General

6.1 Electronic Communications and Notice

When you use the Application or send e-mails to us, you are communicating with us electronically and you consent to receive communications from us electronically. We will communicate with you by e-mail at the address we have on file for you (if any), sending you messages through the mobile application we provide, or by posting notices on the Application. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by us electronically are deemed to be given and received on the date we transmit any such electronic communication as described in these Terms.

6.2 Force Majeure

In the event that HealthBook+ is unable to perform its obligations under these Terms because of acts of God, strikes, equipment or transmission failure, unavailability or poor performance of the Internet, or other causes reasonably beyond its control, HealthBook+ shall not be liable for any damages resulting from such failure to perform or otherwise from such causes.

6.3 Time Limit on Claims Against Us

You agree that any claim you may have arising out of or related to your use of the Application or your relationship with us must be filed within one (1) year after such claim arose; otherwise, your claim is permanently barred.

6.4 Governing Law

This Agreement is governed by the laws of the State of Colorado, without regard to its choice of law provisions. The courts of general jurisdiction located within Jefferson County, Colorado, will have exclusive jurisdiction over any and all disputes arising out of, relating to or concerning these Terms or in which these Terms are a material fact. HealthBook+ makes no representation that materials contained on the Application are appropriate or available for use in other locations, and accessing them from territories where their contents are illegal is prohibited. If you choose to access the Application from other locations, you do so by your own choice, and you alone are responsible for obeying local laws.

6.5 Our Remedies

You agree that any violation, or threatened violation, by you of these Terms constitutes an unlawful and unfair business practice that will cause us or (as applicable) our third party software licensors irreparable and unquantifiable harm. You also agree that monetary damages would be

inadequate for such harm and consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate. These remedies are in addition to any other remedies we may have at law or in equity.

6.6 Dispute Resolution

Any controversy or claim between the parties or arising out of these Terms or any use of the Application shall be determined by one disinterested arbitrator in binding arbitration pursuant to the Commercial Arbitration Rules and the Supplementary Procedures for Online Arbitration of the American Arbitration Association (the "AAA"). The arbitrator shall be experienced in agreements for information technology services, either as an attorney or as an information technology professional. If the parties fail to appoint an arbitrator within forty-five (45) days of the institution of the arbitration, the AAA shall select the arbitrator promptly thereafter. Any requests for accelerated, emergency or preliminary relief shall be submitted pursuant to the AAA's Optional Rules for Emergency Measures of Protection. If any such requests are made before an arbitration panel is empaneled, then the AAA shall appoint one disinterested arbitrator as an arbitration panel to immediately hear and decide such request. The arbitration panel shall have the right to grant interim awards. Testimony shall be permitted by telephone, video conference and other forms of real-time telecommunications. If the arbitrator requires in-person hearings, the hearings shall be held in Denver, Colorado. The arbitral award will be final and binding, and may be entered and enforced in any court of competent jurisdiction.

6.7 Waiver of Jury Trial and Class Actions

BY ENTERING INTO THIS AGREEMENT, YOU AND HEALTHBOOK+ ACKNOWLEDGE AND AGREE TO WAIVE CERTAIN RIGHTS TO LITIGATE DISPUTES IN COURT, TO RECEIVE A JURY TRIAL OR TO PARTICIPATE AS A PLAINTIFF OR AS A CLASS MEMBER IN ANY CLAIM ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY. YOU AND HEALTHBOOK+ BOTH AGREE THAT ANY ARBITRATION WILL BE CONDUCTED ON AN INDIVIDUAL BASIS AND NOT A CONSOLIDATED, CLASS-WIDE OR REPRESENTATIVE BASIS AND THE ARBITRATOR SHALL HAVE NO AUTHORITY TO PROCEED WITH AN ARBITRATION ON A CLASS OR REPRESENTATIVE BASIS. THE ARBITRATOR MAY AWARD INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM. IF FOR ANY REASON THE ARBITRATION CLAUSE SET FORTH IN THIS AGREEMENT IS DEEMED INAPPLICABLE OR INVALID, OR TO THE EXTENT THE ARBITRATION CLAUSE ALLOWS FOR LITIGATION OF DISPUTES IN COURT, YOU AND HEALTHBOOK+ BOTH WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY RIGHT TO PURSUE OR TO PARTICIPATE AS A PLAINTIFF OR AS A CLASS MEMBER IN ANY CLAIM ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY.

6.8 Third-Party Sites

The Application may contain links to third-party websites, applications, or services. HealthBook+ is not responsible for the content, accuracy or opinions expressed on those third-party websites, applications, or services, and those third-party websites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked third-party website, application, or service on or through the Application does not imply approval or endorsement of the linked third-party website, application, or service by HealthBook+. If you decide to leave the

Application and access these third-party websites, applications, or services, you do so at your own risk.

6.9 Assignment

You may not assign any of HealthBook+'s rights or privileges, or delegate any of its duties or obligations hereunder to any third party without the prior written consent of HealthBook+. Any purported assignment in contravention of this Section shall be null and void. Subject to the foregoing, these Terms shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

6.10 Notices

All notices and other communications hereunder shall be in writing and shall be deemed effective when delivered by hand, facsimile transmission, reputable overnight delivery service, or certified mail (return receipt requested), postage prepaid to: (a) in the case of end user, to the address set forth in its account information, and (b) in the case of HealthBook+:

HealthbookPlus Holdings, Inc.
Chris Turner
3513 Brighton Blvd
Ste 415
Denver CO 80216

6.11 Waiver

A waiver by Healthbook+ of a breach or violation of any provision of these Terms will not constitute or be construed as a waiver of any subsequent breach or violation of that provision or as a waiver of any breach or violation of any other provision of these Terms.

6.12 Severability

If any provision of these Terms is held to be unenforceable, it shall be severed and the remaining provisions will remain enforceable. The severed provision will be replaced by an enforceable provision most nearly reflecting the intention of the parties.

6.13 Headings

The section titles of these Terms are displayed for convenience only and have no legal effect.

6.14 Third-Party Beneficiaries

Nothing in these Terms shall be deemed to give any third-party rights or benefits except as follows: Our third party licensors shall be a third party beneficiary with respect to these Terms with respect to your use of the third party software aspects of the Application.

7 App Provider Terms.

The following terms apply to any mobile version of the Application (“App”) accessed through or downloaded from Apple Inc. or Google LLC (each, an “App Provider”). You acknowledge and agree that:

- (i) These Terms are concluded between you and HealthBook+, and not with the App Provider, and that HealthBook+ (not the App Provider), is solely responsible for the App.
- (ii) To the extent you obtain an App from the Apple App Store, any licenses granted hereunder for the use of the App are limited to a license to use the App on any Apple-Platformed Products that you own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service, except that the App may be accessed and used by other accounts associated with you via family sharing or volume purchasing.
- (iii) Unless expressly stated otherwise in writing by the App Provider, the App Provider has no obligation to furnish any maintenance and support services with respect to the App.
- (iv) You may notify the App Provider in the event of any failure of the App to conform to any applicable warranty, and the App Provider will refund the purchase price for the App to you (if applicable) and to the maximum extent permitted by applicable law, the App Provider will have no other warranty obligation whatsoever with respect to the App. To the extent that HealthBook+ is not the App Provider, any claims, losses, liabilities, damages, costs or expenses other than the purchase price attributable to any failure to conform to any warranty will be the sole responsibility of HealthBook+ in accordance with these Terms.
- (v) The App Provider is not responsible for addressing any claims you have or any claims of any third party relating to the App or your possession and use of the App, including, but not limited to: (A) product liability claims; (B) any claim that the App fails to conform to any applicable legal or regulatory requirement; or (C) claims arising under consumer protection or similar legislation.
- (vi) In the event of any third party claim that the App or your possession and use of that App infringes that third party’s intellectual property rights, HealthBook+, and not App Provider, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim to the extent required by these Terms.
- (vii) You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- (viii) You must also comply with all applicable third party terms of service when using the App.
- (ix) The App Provider, and its subsidiaries, are third party beneficiaries of these Terms as related to your license of the App, and that, upon your acceptance of the terms and conditions of these Terms, the App Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the App against you as a third party beneficiary thereof.
- (x) You further agree to comply with the App Providers’ terms and conditions: (a) Apple Media Services Terms and Conditions (available at: <https://www.apple.com/legal/internet-services/itunes/us/terms.html>); and (b) Google Play Terms of Service (available at: <https://play.google.com/about/play-terms/index.html>), which are incorporated herein and made a part of these Terms by this reference.

8 Supplemental Terms Applicable to Providers

General

These supplemental terms apply to Providers in addition to the other provisions of these Terms of Use. In the event of a conflict between the supplemental terms and any other terms herein, the supplemental terms shall prevail.

If you are a Provider using the Application, you must be a physician or other healthcare professional or other authorized provider group, and duly licensed/registered under applicable state and international law, as required, and agree to comply with all laws, professional licensing board rules and other rules and regulations applicable to you as a Provider or otherwise. You represent and warrant that, at all times while using the Application, you have medical malpractice insurance coverage satisfying the requirements of all jurisdictions in which you are licensed or registered. Your relationship with the other HealthBook+ End-Users (including your patients) is directly between you and the End-User that is a patient. The patient will never have a physician-patient or provider-patient relationship with HealthBook+. HealthBook+ does not practice medicine and offers no medical or healthcare services. You are solely responsible for all agreements, consents, notices and other interactions with patients and other consumers. Without limiting the generality of the foregoing, you (or your own provider group as applicable) are solely responsible for all billings and collections from patients and other consumers, and HealthBook+ shall have no liability to you as the Provider or any End-User, or third party whatsoever with respect to any amounts owed by any patient or other consumer to Provider.

HealthBook+ does not provide any medical advice, legal advice, or representations in any way regarding any legal or medical or healthcare issues associated with Provider including but not limited to any compliance obligations or steps necessary to comply with any state or federal laws and regulations. Provider should seek legal counsel regarding any legal and compliance issues, and must not rely on any materials or content associated with the Services in determining Provider's compliance obligations under law. Provider and HealthBook+ agree that HealthBook+ is not providing, to the End-Users or anyone else, medical advice or legal advice.

Provider will use the Application and the Services only in accordance with applicable standards of good medical or healthcare practice. While software products such as the Application and Services can facilitate and improve the quality of service that Provider can offer patients, many factors, including the provider-patient relationship, can affect a patient outcome, and with intricate and interdependent technologies and complex decision-making it is often difficult or impossible to accurately determine what the factors were and in what proportion they affected an outcome. Provider shall be solely responsible for its use of the Application and Services, and the provision of medical or healthcare services to Provider's patients. In this regard, Provider releases HealthBook+ and waives any and all potential claims against HealthBook+ as a result of Provider's use of the Application and Services, and the provision of services to Provider's patients.

As a result of the complexities and uncertainties inherent in the patient care process, Provider agrees to defend, indemnify and hold HealthBook+ harmless from any claim by or on behalf of any patient of Provider, or by or on behalf of any other third party or person claiming damage by virtue of a familial or financial relationship with such a patient, which is brought

against HealthBook+, regardless of the cause if such claim arises for any reason whatsoever, out of Provider's use or operation of the Application and Services. Provider will obtain HealthBook+'s prior written consent to any settlement or judgment in which Provider agrees to any finding of fault of HealthBook+ or defect in the Application or Services. HealthBook+ will promptly notify Provider in writing of any claim subject to this indemnification, promptly provide Provider with the information reasonably required for the defense of the same, and grant to Provider exclusive control over its defense and settlement.

If you submit, upload, transmit, or post any consents, notices, advice, recommendations, comments, files, videos, images or other materials to us or the Application ("Provider Content") or provide any Provider Content to patients or other consumers, you agree not to provide any Provider Content that (1) is defamatory, abusive, libelous, unlawful, obscene, threatening, harassing, fraudulent, pornographic, or harmful, or that could encourage criminal or unethical behavior, (2) violates or infringes the privacy, copyright, trademark, trade dress, trade secrets or intellectual property rights of any person or entity, or (3) contains or transmits a virus or any other harmful component. Provider is solely responsible for obtaining all necessary agreements and consents from, and providing all required notices to, patients and other consumers that are End-Users. You agree not to contact other End-Users through unsolicited e-mail, telephone calls, mailings or any other method of communication. You represent and warrant to HealthBook+ that you have the legal right and authorization to upload all Provider Content at the Application. HealthBook+ shall have a royalty-free, irrevocable, transferable right and license to use the Provider Content however HealthBook+ desires, including without limitation, to copy, modify, delete in its entirety, adapt, publish, translate, create derivative works from or sell or distribute such Provider Content or incorporate such Provider Content into any form, medium, or technology throughout the world in accordance with applicable law. HealthBook+ is and shall be under no obligation (1) to maintain any Provider Content in confidence except as required by law; (2) to pay to you any compensation for any Provider Content; or (3) to respond to any Provider Content.

HealthBook+ does not regularly review Provider Content but does reserve the right (but not the obligation) to monitor and edit or remove any Provider Content submitted to the Application. You grant HealthBook+ the right to use the name that you submit in connection with any Provider Content. You agree not to use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of any Provider Content. You are and shall remain solely responsible for the content of any Provider Content you post to the Application or provide. HealthBook+ and its affiliates shall have no responsibility and assume no liability for any Provider Content submitted by you or any third party.

Access Rights of the Provider's Accounts

We offer the Services to Providers and to natural persons who are members of such Providers' Authorized Workforce, as more fully described below. All persons who sign up for an account on behalf of a Provider may furnish, among other things, that Provider's full legal name and fictitious business name(s) (i.e., trade name, d/b/a or "doing business as") as part of the sign-up process. We treat the Provider in whose name the account is established as the owner of all accounts associated with such Provider, and we call this Provider the "Provider of Record."

The Provider of Record is a party to this Agreement for all purposes and shall be subject to all of the provisions are applicable to the person addressed as “you” in this Agreement.” Although a member of a Provider of Record’s Authorized Workforce may have signed-up for an account or electronically entered into this Agreement, or may continue to administer Administrative Rights on the Provider of Record’s behalf, only the Provider of Record is entitled to any of the rights, remedies, or benefits under this Agreement and control over the Administrative Rights. The Provider of Record is likewise subject to, and we may enforce against, all of the covenants, obligations, restrictions, limitations, acknowledgements, Consents, representations, warranties, waivers, and releases included in this Agreement. The Provider of Record may delegate Administrative Rights to one or more members of the Provider of Record’s Authorized Workforce, but the Provider of Record remains responsible for all activity occurring thereunder.

1. Authorized Representatives. An authorized representative of a Provider may obtain an account on behalf of such Provider, and may have administrative privileges on the account. We call the person(s) authorized to act on behalf of a Provider the “Authorized Representative(s)” of such Provider. The Provider and Authorized Representative may be the same person. If you are establishing an account or taking any action with respect to a Provider’s account, you represent and warrant that (a) you have the authority to act on such Provider’s behalf either as owner/principal or as a member of such Provider’s Authorized Workforce, (b) the information you submit is complete and accurate, and (c) you have the authority to enter into this Agreement on behalf of such Provider and bind such Provider to the covenants, obligations, restrictions, limitations, acknowledgements, consents, representations, warranties, grants, waivers and releases contained in this Agreement. If you are an Authorized Representative, you recognize that you have no personal rights with respect to such Provider’s account, and that such Provider may change the Authorized Representative at any time, for any or no reason, with or without notice.
2. Authorized Workforce. If you are a member of a Provider’s Authorized Workforce, and such Provider has authorized you to access the Services on its behalf by authorizing a HealthBook+ Account ID or credential for you, then you are authorized under this Agreement to access the Services solely on behalf and at the direction of such Provider. As such, you may sign in and use the functionality of the Services solely on behalf and at the direction of such Provider. You consent to and authorize the disclosure to such Provider any content related to, or otherwise generated by your use of the Services, including secure messages. You hereby agree and acknowledge that you are subject to, and we may enforce against you, all of the covenants, obligations, restrictions, limitations, acknowledgements, consents, representations and warranties set forth in this Agreement that are applicable to the person addressed as “you” in this Agreement, and you hereby grant and make all rights, waivers and releases set forth in this Agreement that are granted and made by the person addressed as “you” in this Agreement, but you are entitled to none of, and hereby waive and agree not to exercise or assert any of, the rights, remedies or benefits under this Agreement other than the limited, non-exclusive, non-transferable, personal right under this Section to sign in and use the functionality of the Services solely on behalf and direction of such Provider. Notwithstanding anything else to the contrary herein, you acknowledge that your access to the Services may be terminated by the Provider or us at any time, for any reason or no reason at all, with or without notice. By (i) accessing any of the Services under a Provider’s Accounts, or (ii) contacting us by any means and requesting or directing us to take any action with respect to any Provider’s

Accounts or data held by such account(s), or (iii) asserting any right or authority with respect to such account(s) or data, you represent and warrant that you have the authority to act on such Provider's behalf and that you are not using the Services, or otherwise engaging in the activities described in clauses (i) through (iii) above, for the benefit or at the direction, of any person or entity other than such Provider, including yourself.

3. Your Workforce. Each member of your Authorized Workforce shall have and use a unique identifier. You will ensure that no member of your Authorized Workforce uses credentials assigned to another Authorized Workforce member. You may permit your Authorized Workforce to use the Services on your behalf, subject to the terms of this Agreement. You will:

- require each member of your Authorized Workforce to have unique HealthBook+ credentials, and will provide the legal names of each such member for which you are seeking HealthBook+ credentials;
- train all members of your Authorized Workforce in the requirements of this Agreement and the policies and procedures relating to their access to and use of the Services, and ensure that they comply with such requirements;
- take appropriate disciplinary action against any member of your Authorized Workforce who violates the terms of this Agreement or the applicable HealthBook+ provided policies and procedures for use of the Services;
- ensure that only the person to whom a specific set of HealthBook+ credentials have been assigned accesses the Services with such HealthBook+ credentials; and immediately notify us of the termination of employment of any member of your Authorized Workforce, or of your withdrawal of authorization for any such person to access the Services.

Business Associate Agreement (“BAA”)

For purposes of this Section, terms not defined below or in the body of this Agreement (whether or not capitalized) have the definitions given to them in the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009, and all regulations promulgated thereunder, including the Privacy Rule and the Security Rule, as amended (collectively, “HIPAA”). “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in HIPAA but shall be limited to the information that we create, receive, maintain, or transmit on your behalf. This Business Associate Agreement shall be applicable only in the event and to the extent that HealthBook+ meets, with respect to you, the definition of a Business Associate set forth at 45 C.F.R. §160.103, or applicable successor provisions.

HealthBook+'s Use and Disclosure of Your PHI

We may use and disclose your PHI as follows:

1. To provide the Services to you. Part of the Services includes the storage of your PHI in order to: (i) make it available to you and your Workforce for any legal purpose, including treatment, payment and health care operations; (ii) to facilitate the sharing of PHI among users and other parties with whom you or your Workforce member elect to share such information, and (iii) to make information available to your patients through HealthBook+. You may make PHI accessible to other users of the Services, other

individuals and entities, or your patients through the Services for these purposes. Specifically:

- a. We will permit unrestricted access to your PHI to you and your Authorized Workforce. You are responsible for ensuring that your use of the PHI is consistent with HIPAA and other applicable laws.
- b. We will permit access to PHI to your patients to whom you have enabled access through HealthBook+.
- c. With your consent, we will permit access to your PHI by health care providers, covered entities and their business associates to whom you have consented to provide access to the Services and who have otherwise agreed to integrate with our Services. You acknowledge that once we have granted access rights to another provider or covered entity (or their respective business associates), we have no control over the uses and disclosures that such person or entity makes of your PHI, and the recipient may be subject to its own legal and regulatory obligations (including HIPAA) to retain such information and make such information available to patients, governmental authorities and others as required by applicable law or regulations.
- d. We may use your PHI and Directory Information to contact your patients on your behalf for any purpose for which you would be permitted to contact them, including:
 - i. For treatment and health care operations messages, including sending appointment notifications (such as appointment requests, confirmations, reminder, cancellations and the like) and messages about currently prescribed medications (including refill reminders), and post-visit treatment satisfaction surveys, invitations and administrative messages concerning HealthBook+ access, and the like;
 - ii. With your consent, to request an authorization on your behalf from your patients to use or disclose PHI for any purpose for which use or disclosure may be made with an appropriate authorization, including marketing and research purposes. You agree that we may also use and disclose your patients' PHI as permitted by such authorization; and
 - iii. To provide information about health-related products or services that you provide, or that we provide on your behalf as your business associate.
- e. From time to time, and to the extent permitted by HIPAA and other applicable law, we may incorporate information we receive from your authorized service providers, our third party partners, or covered entities (and their business associates) who are providing or paying for medical services for one or more of your patients, into the Services we provide to you. Such information may include, without limitation, clinical information such as lab results, imaging results, eligibility information, prior authorizations, and prescription history; and shall, upon incorporation into the Services, be treated as your PHI for all purposes hereunder. You hereby authorize us to request and receive such information on your behalf from such authorized service providers or our third-party partners.
- f. We may use or disclose your PHI for other purposes, as from time to time described in our Policies and Procedures; provided that we will not make or permit any such use or disclosure that would violate applicable law or regulation if made by you or your business associate.

2. To carry out our legal responsibilities or for our proper management and, provided that any such disclosures are either (1) Required by Law, or (2) we obtain reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies us of any instances of which it becomes aware in which the confidentiality of the information has been breached.
3. To provide data aggregation services to you as permitted by the Privacy Rule. This will include, for example, using your PHI to prepare analyses and reports such as activity or quality-metrics reports.
4. To create de-identified information in accordance with the requirements outlined in the Privacy Rule. Data that has been de-identified will no longer be subject to the terms of this Agreement and you hereby transfer and assign to us all right, title and interest in and to all de-identified information that we make from your PHI. You agree that we may use, disclose, market, license and sell such de-identified information for any purpose without restriction, and that you have no interest in such information, or in the proceeds of any sale, license, or other commercialization thereof. You acknowledge that the rights conferred by this Section are the principal consideration for the provision of the Services, without which we would not enter into this BAA.
5. To the extent permitted by the Privacy Rule, we may create Limited Data Sets from your PHI, and disclose them for purposes of research, public health, and health care operations pursuant to a valid Data Use Agreement. You hereby authorize us to enter into Data Use Agreements on your behalf for the use of the Limited Data Sets, in accordance with HIPAA and other applicable law.

In creating, receiving, maintaining, or transmitting PHI on your behalf in accordance with this Agreement, we will:

1. Not use or disclose PHI except as permitted or required by this Agreement or as required by law (as such term is defined in 45 CFR § 164.103);
2. Use appropriate safeguards and comply, where applicable, with the requirements of the Security Rule with respect to electronic PHI to prevent the use or disclosure of such information in a manner inconsistent with the provisions of this Agreement;
3. Report to you any use or disclosure of PHI not provided for by this Agreement of which we become aware, including any Breach of Unsecured PHI as required by 45 CFR § 164.410, and any Security Incident of which we become aware; however, this Agreement serves as our notice to you that attempted but unsuccessful Security Incidents, such as pings and other broadcast attacks on our firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, regularly occur and that no further notice will be made by us unless there has been a successful Security Incident;
4. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), as applicable, ensure that any subcontractors that create, receive, maintain or transmit PHI on our behalf agree to substantially the same restrictions and conditions that apply to us with respect to such PHI (it being understood, for the avoidance of doubt, that other users of the Services are not our subcontractors);
5. Make available to you your PHI in furtherance of your obligations under 45 CFR § 164.524;
6. Make available to you your PHI in furtherance of your obligations to amend and incorporate any amendments to such information in accordance with 45 CFR § 164.526;

7. Document and make available to your information necessary for you to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
8. To the extent that we are to carry out your obligations under the Privacy Rule, comply with the requirements of the Privacy Rule that apply to you in the performance of such obligations;
9. Make our internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by us on your behalf, available to the Secretary of the United States Department of Health and Human Services for purposes of determining your compliance with the Privacy Rule; and
10. At termination of this Agreement we will provide you with a copy of your PHI in an electronic form that is accessible through commercially available hardware and software. You may have to purchase such hardware and software from third parties in order to access your PHI, and you may have to configure your systems in order to use your PHI in your practice. Upon termination we will, if feasible, return or destroy all PHI received from, or created or received by us on your behalf that we still maintain in any form, and retain no copies of such information; or, if such return or destruction is not feasible (whether for technical, legal, regulatory or operational reasons), extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

Your Responsibilities with Respect to PHI

You are solely responsible for affording individuals their rights with respect to relevant portions of PHI, such as the rights of access, amendment, and accounting of disclosures. You will not undertake to afford an individual any rights with respect to information in the Services other than your PHI.

We apply the standards of the Privacy Rule in permitting access to the Services. You acknowledge that other federal and state laws impose additional restrictions on the use and disclosure of certain types of health information, or health information pertaining to certain classes of individuals. You agree that you are solely responsible for ensuring that your PHI may properly be disclosed for the purposes set forth in this Agreement, subject to the restrictions of the Privacy Rule and applicable law, including those laws that may be more restrictive than the Privacy Rule. In particular, you will: (i) not make available to other users through the Services any information in violation of any restriction on use or disclosure (whether arising from your agreement with such users or under law); (ii) obtain all necessary consents, authorizations, or releases from individuals required for making their health information available through the Services for the purposes set forth herein; (iii) include such statements (if any) in your notice of privacy practices as may be required in connection with your use of the Services; and (iv) not place in the Services any information that you know or have reason to believe is false or materially inaccurate.

You shall notify us of: (i) any limitations(s) in your notice of privacy practices in accordance with 45 CFR § 164.520 to the extent that such changes may affect our use or disclosure of Protected Health Information; (ii) any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect our use or disclosure of Protected Health Information; and (iii) any restriction to the use or disclosure of Protected Health Information that you have agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect our use or disclosure of Protected Health Information.

You agree that you will not request that we use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by you.

You agree to comply with those security obligations identified in the Agreement, and to implement, purchase, or maintain appropriate safeguards as required for you to comply with the Security and Privacy rules as applicable to you.