



DignifiHealth Terms of Use Agreement

Last Updated Date: January 1, 2022

PLEASE READ THIS TERMS OF USE AGREEMENT (THE “**TERMS OF USE**”) CAREFULLY. These Terms of Use are entered into with Dignifi Health, Inc. (“**DignifiHealth**”) and govern your use of our website and any other website of DignifiHealth, its affiliates or agents (collectively, the “**Website**”) and your use of and participation in any related services, information, materials, or resources provided, available, or enabled through the Website, including, without limitation, the DignifiHealth Ecosystem (as defined herein) (collectively, the “**Services**”). BY ACCESSING OR USING THE WEBSITE OR SERVICES IN ANY WAY, OR BY CLICKING ON THE “I ACCEPT” BUTTON, COMPLETING THE REGISTRATION PROCESS, AND/OR BROWSING THE WEBSITE, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS OF USE, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH DIGNIFIHEALTH, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS OF USE PERSONALLY OR ON BEHALF OF THE ENTITY YOU HAVE NAMED AS THE USER, AND TO BIND THAT ENTITY TO THE TERMS OF USE. THE TERM “**YOU**” REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE USER WHEN YOU REGISTERED ON THE WEBSITE. **IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF USE, YOU MAY NOT ACCESS OR USE THIS WEBSITE OR THE SERVICES.**

THE SERVICES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. DIGNIFIHEALTH ACTS SOLELY AS A PROVIDER OF TECHNOLOGY AND SOFTWARE SOLUTIONS WITHIN THE HEALTHCARE INDUSTRY. DIGNIFIHEALTH IS NOT A MEDICAL PROFESSIONAL, AND WE DO NOT PROVIDE MEDICAL OR OTHER CLINICAL SERVICES, RENDER MEDICAL OR OTHER CLINICAL ADVICE OF ANY KIND, OR MAKE CLINICAL, MEDICAL, OR OTHER PROFESSIONAL DECISIONS. YOU ACKNOWLEDGE AND AGREE THAT DIGNIFIHEALTH DOES NOT ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR THE ACCURACY, EFFICACY, OR VERACITY OF ANY INFORMATION OR RECOMMENDATION RECEIVED OR PROVIDED BY A CLINICIAN THROUGH THE SERVICES. THE SERVICES ARE NOT INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL OR OTHER CLINICAL ADVICE, DIAGNOSIS, OR TREATMENT. ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH PROVIDER WITH ANY QUESTIONS YOU MAY HAVE REGARDING A MEDICAL OR OTHER HEALTH CONDITION. NEVER DISREGARD PROFESSIONAL MEDICAL OR CLINICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ ON THE SERVICES! THE SERVICES ARE NOT INTENDED FOR EMERGENCY USE. IF YOU ARE EXPERIENCING A MEDICAL OR OTHER EMERGENCY, YOU SHOULD IMMEDIATELY CALL “911” OR SEEK IMMEDIATE MEDICAL OR OTHER APPROPRIATE EMERGENCY ATTENTION.

IF YOU SUBSCRIBE TO THE SERVICES FOR A TERM (THE “INITIAL TERM”), THEN THE TERMS WILL BE AUTOMATICALLY RENEWED FOR ADDITIONAL PERIODS OF THE SAME DURATION AS THE INITIAL TERM, OR AS OTHERWISE COMMUNICATED TO YOU, AT DIGNIFIHEALTH’S THEN-CURRENT FEE FOR SUCH SERVICES UNLESS YOU DECLINE TO RENEW YOUR SUBSCRIPTION IN ACCORDANCE WITH SECTION 9.5 (AUTOMATIC RENEWAL) BELOW.

PLEASE BE AWARE THAT SECTION 16 (DISPUTE RESOLUTION) OF THIS AGREEMENT, BELOW, CONTAINS PROVISIONS GOVERNING HOW DISPUTES THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY DISPUTES THAT AROSE OR WERE ASSERTED PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. IN PARTICULAR, IT CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER

IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.

PLEASE BE AWARE THAT SECTION 2.2 (DIGNIFIHEALTH COMMUNICATIONS) OF THIS AGREEMENT, BELOW, CONTAINS YOUR OPT-IN CONSENT TO RECEIVE COMMUNICATIONS FROM US, INCLUDING VIA E-MAIL, TEXT MESSAGE, CALLS AND PUSH NOTIFICATION.

Your use of, and participation in, certain Services may be subject to additional terms (“**Supplemental Terms**”) and such Supplemental Terms will either be listed in the Terms of Use or will be presented to you for your acceptance when you sign up to use the supplemental Service. If the Terms of Use are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such Service. The Terms of Use and any applicable Supplemental Terms are referred to herein as the “**Agreement.**” These Terms supplement, and do not displace, any contractual agreement between any Enterprise Customer (as defined below) or affiliates thereof.

PLEASE NOTE THAT THE AGREEMENT IS SUBJECT TO CHANGE BY DIGNIFIHEALTH IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, DignifiHealth will make a new copy of the Terms of Use Agreement available at the Website and any new Supplemental Terms will be made available from within, or through, the affected Service on the Website. We will also update the “Last Updated” date at the top of the Terms of Use Agreement. If we make any material changes, and you have registered with us to create an Account (as defined in Section 3.1 (Registering Your Account) below) we will also send an e-mail to you at the last e-mail address you provided to us pursuant to the Agreement. Any changes to the Agreement will be effective immediately for new users of the Services and will be effective thirty (30) days after posting notice of such changes on the Website for existing Registered Users, provided that any material changes shall be effective for Registered Users who have an Account with us upon the earlier of thirty (30) days after posting notice of such changes on the Website or thirty (30) days after dispatch of an e-mail notice of such changes to Registered Users (defined in Section 3.1 (Registering Your Account) below). DignifiHealth may require you to provide consent to the updated Agreement in a specified manner before further use of the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Services. Otherwise, your continued use of the Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE WEBSITE TO VIEW THE THEN-CURRENT TERMS.

| |
|--|
| <p>YOU UNDERSTAND THAT THE SERVICES ARE NOT – AND ARE NOT INTENDED TO BE USED AS – A MEDICAL RECORDS REPOSITORY. YOUR CLINICIAN IS SOLELY RESPONSIBLE FOR MEETING THE MEDICAL RECORDS RETENTION REQUIREMENTS APPLICABLE TO YOU. IF YOU RECEIVE SERVICES FROM DIGNIFIHEALTH AS AN INDIVIDUAL USER (AS DEFINED BELOW), YOU AGREE THAT DIGNIFIHEALTH IS NOT A MEDICAL RECORDS REPOSITORY AND YOU WILL NOT USE, OR ATTEMPT TO USE, THE SERVICES FOR ANY MEDICAL RECORDS RETENTION OR OTHER SIMILAR PURPOSES.</p> |
|--|

1. **SERVICES.** DignifiHealth provides innovative healthcare solutions through its SaaS platform of technologies and services ("**DignifiHealth Ecosystem**"). Our core proprietary technology delivers actionable clinical intelligence and analytics designed to empower healthcare professionals, patients, and payors to achieve high-quality, cost-efficient care, resulting in improved population health. We additionally offer healthcare tools for employers and large organizations designed to improve the health and wellbeing of their employees and members. Certain services and technologies we offer may be provided through our relationships with third-party healthcare service companies ("Partner Platforms").

1.1 **Access to Services.** Certain Services in the DignifiHealth Ecosystem, such as DignifiEngage, may only be accessed by signing up as an Enterprise User (as defined below) through an Enterprise Customer (as defined below) who has purchased such Service. In other words, there are certain Services that Individual Users (as defined below) may not access or purchase. Certain Services may not be purchased by Enterprise Users or Individual Users and may only be purchased by an Enterprise Customer, though you may access and/or benefit from such Services as an Enterprise User. Further, as an Enterprise User, you may not have access to certain Services as they may not be included as part of the enterprise program purchased by the Enterprise Customer through which you have set up your Account. However, you may have the ability to independently purchase additional Services, such as access to DignifiRx, in accordance with the fees, charges and billing terms in effect at the time. If such services are available and you, as an Enterprise User, choose to purchase such additional Services, you will be deemed an Individual User for purposes of your use of such Services.

1.2 **Medical and Telehealth Services.** As stated above, DignifiHealth does not provide any professional health care services; rather DignifiHealth provides technology and services in the form of clinical decision support tools, such as DignifiEngage, and online access to Partner Platforms. Certain Partner Platforms allow you to receive communications from a health care provider unaffiliated with DignifiHealth ("**Provider**") to obtain certain medical services ("**Telehealth Services**"). DignifiHealth does not recommend or endorse any specific content, services, tests, doctors, products, procedures, opinions, or other information that may be mentioned while using its Partner Platforms. "**Telehealth**" means and involves the delivery of health care services using electronic communications, information technology, or other means between a health care provider and a patient who are not in the same physical location, and/or the virtual delivery of healthcare services, including by a health care provider via digital or automated tools, including tools for medical or health-related diagnosis and treatment. Telehealth Services provided by Partner Platforms are designed to be used with common sense, and in connection with the advice of your doctor or healthcare provider. Reliance on Telehealth Services content or services is solely at your own risk. Some services and content (including posts by Medical Experts) may not be reviewed or certified by the Partner Platform providing access to Telehealth Services. DignifiHealth cannot guarantee that the content and services will help you achieve any specific goals or results. Content regarding dietary supplements or other treatments or regimens have not been evaluated by the Food and Drug Administration and is not intended to diagnose, treat, cure, or prevent any disease. No professional health care services other than the Telehealth Services are available through the Partner Platforms. A Provider of Telehealth Services interacting with you through the Services may not have the benefit of information that would be obtained by examining you in person and observing your physical condition, in each instance. Therefore, the Provider may not be aware of facts or information that may affect his or her opinion regarding a potential diagnosis or treatment recommendation. To reduce the risk to you of this limitation, DignifiHealth strongly encourages you to provide all relevant information and discuss any and all diagnosis and treatment options with a Provider. By deciding to engage the Services, including the Telehealth Services, you acknowledge and agree that you are aware of these limitations and agree to assume the risk of these

limitations. Furthermore, you agree and accept that: (i) the Telehealth Services are not intended, in all cases, to replace a full medical evaluation or an in-person visit with a health care provider; and (ii) a Provider acting through the Services may not have important information that is usually obtained through a “hands-on” physical examination. IN THE EVENT OF A MEDICAL EMERGENCY, USERS SHOULD CALL 911 OR CONTACT YOUR PRIMARY HEALTH CARE PRACTITIONER.

1.3 Consent for Telehealth Services. The Telehealth Services may be used for diagnosis, treatment, care, and follow-up, providing information about patient laboratory test results and for patient education, and may include, but is not limited to:

(a) Electronic transmission of medical records, photo images, personal health information, or other data between a patient and health care provider;

(b) Interactions between a patient and health care provider via audio, video, and/or data communications; and

(c) The electronic systems used in the Services will incorporate network and software security protocols to protect the privacy and security of health information and imaging data and will include measures to safeguard the data to ensure its integrity against intentional or unintentional corruption.

You understand that virtual encounters via phone, email, video, or otherwise, could involve, and you hereby consent to the use of, automated tools for diagnosis, care, treatment or communication pertaining to healthcare matters. You also acknowledge that such virtual encounters may involve care by a variety of Providers, including Physicians, Registered Nurses, Nurse Practitioners, Physician Assistants, Nutritionists, Naturopathic Doctors, Therapists, and other support or medical personnel. You give permission to DignifiHealth, Partner Platforms, and the Telehealth Services Providers to record and process your personal details and medical data. You may withdraw these permissions at any time by no longer seeking Telehealth Services through DignifiHealth.

1.4 Your Relationship with DignifiHealth. You understand that your use of the Services, including your communications with a Provider through a Partner Platform, does not create a provider-patient relationship between you and DignifiHealth. By accepting these Terms of Use, you agree and consent to DignifiHealth, DignifiHealth affiliates, and/or the applicable Partner Platform or health care provider sending you disclosures, notices, messages, reports, and other communications. It is your responsibility to monitor these communications. You acknowledge and agree that you will not hold DignifiHealth or any DignifiHealth affiliate liable for any loss, injury, or claim of any kind resulting from your failure to read these communications or for your failure to comply with any treatment recommendations contained in communications from your Providers. Except for specific communications received directly from a Provider or its affiliated professional entities and their health care providers, none of the content you receive through the Services should be considered professional health care advice.

2. USE OF THE SERVICES AND DIGNIFIHEALTH PROPERTIES. The Website, the Services, and the information and content available on the Website and in the Services (as these terms are defined herein) (each, a **“DignifiHealth Property”** and collectively, the **“DignifiHealth Properties”**) are protected by copyright laws throughout the world. Subject to the Agreement, DignifiHealth grants you a limited license to reproduce portions of DignifiHealth Properties for the sole purpose of using the Services for your personal or internal business purposes. Unless otherwise specified by DignifiHealth in a separate license, your right to use any and all DignifiHealth Properties is subject to the Agreement.

2.1 Certain Restrictions. The rights granted to you in the Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit DignifiHealth Properties or any portion of DignifiHealth Properties, including the Website; (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other DignifiHealth Properties (including images, text, page layout or form) of DignifiHealth; (c) you shall not use any metatags or other “hidden text” using DignifiHealth’s name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of DignifiHealth Properties except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in the Website (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) except as expressly stated herein, no part of DignifiHealth Properties may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (h) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in DignifiHealth Properties. Any future release, update or other addition to DignifiHealth Properties shall be subject to the Agreement. DignifiHealth, its suppliers and service providers reserve all rights not granted in the Agreement. Any unauthorized use of any DignifiHealth Property terminates the licenses granted by DignifiHealth pursuant to the Agreement.

2.2 DignifiHealth Communications. By entering into this Agreement or using the DignifiHealth Properties, you agree to receive communications from us, including via e-mail, text message, calls, and push notifications. You agree that texts, calls or prerecorded messages may be generated by automatic telephone dialing systems. Communications from us and our affiliated companies may include but are not limited to: operational communications concerning your Account or the use of the DignifiHealth Properties, updates concerning new and existing features on the DignifiHealth Properties, communications concerning promotions run by us or our third-party partners, and news concerning the DignifiHealth and industry developments. Standard text messaging charges applied by your cell phone carrier will apply to text messages that we send. IF YOU WISH TO OPT OUT OF PROMOTIONAL EMAILS, YOU CAN UNSUBSCRIBE FROM OUR PROMOTIONAL EMAIL LIST BY FOLLOWING THE UNSUBSCRIBE OPTIONS IN THE PROMOTIONAL EMAIL ITSELF. YOU ACKNOWLEDGE THAT YOU ARE NOT REQUIRED TO CONSENT TO RECEIVE PROMOTIONAL TEXTS OR CALLS AS A CONDITION OF USING THE DIGNIFIHEALTH PROPERTIES OR RELATED SERVICES. IF YOU WISH TO OPT OUT OF TEXTS OR CALLS FROM US (INCLUDING PROMOTIONAL, OPERATIONAL OR TRANSACTIONAL TEXTS OR CALLS), INSTRUCTIONS REGARDING HOW TO OPT OUT OF MOBILE FEATURES WILL BE DISCLOSED IN CONNECTION WITH MOBILE FEATURES BY DIGNIFIHEALTH. THE INSTRUCTIONS WILL TYPICALLY REQUIRE YOU TO TEXT A KEYWORD (SUCH AS “STOP”, “CANCEL”, “END”, “UNSUBSCRIBE”, “QUIT”, ETC.) TO AN APPLICABLE SHORTCODE FROM THE MOBILE DEVICE RECEIVING THE MESSAGES,

OR TO CHANGE YOUR PROFILE. HOWEVER, YOU ACKNOWLEDGE THAT OPTING OUT OF RECEIVING ALL TEXTS MAY IMPACT YOUR USE OF THE DIGNIFIHEALTH PROPERTIES OR RELATED SERVICES. YOU AGREE TO NOTIFY DIGNIFIHEALTH OF ANY CHANGES TO YOUR MOBILE NUMBER AND UPDATE YOUR ACCOUNT(S) ON THE DIGNIFIHEALTH PROPERTIES TO REFLECT THIS CHANGE. DIGNIFIHEALTH BEARS NO RESPONSIBILITY WHATSOEVER FOR ANY FAILURE TO PROVIDE ANY MOBILE FEATURES TO YOU DUE TO ANY ERROR OR OTHER INACCURACY IN YOUR ACCOUNT OR THE MOBILE NUMBER YOU PROVIDE TO US.

3. REGISTRATION.

3.1 Registering Your Account. In order to access certain features of DignifiHealth Properties you may be required to become a Registered User. For purposes of the Agreement, a **"Registered User"** is a user who has registered an account on the Website (**"Account"**), whether as an individual (**"Individual User"**) or as a patient or other authorized user (**"Enterprise User"**) through a health plan, health care provider or other entity or platform that participates in a DignifiHealth enterprise program (**"Enterprise Customer"**). If you are an Enterprise User, then the Enterprise Customer may have to send you an invitation to join. If you are the authorized account administrator designated by an Enterprise Customer, then you may be assigned different permissions than other end users and your use may, in addition to these Terms of Use, be governed by such Enterprise Customer's customer agreement with DignifiHealth. Whether or not you register for an Account, you agree that your use of our Services is entirely voluntary.

3.2 Protected Health Information. When you use our Services, whether as an Individual User or an Enterprise User, you may be required to provide us with personal information, including Protected Health Information (**"PHI"**), as defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and its related regulations and amendments from time to time (collectively, **"HIPAA"**), and we may need to share some that data with certain third-parties in order to provide the Services to you. The access, maintenance, use, and disclosure of PHI in connection with these Terms of Use are governed by HIPAA. If you are an Enterprise User, the access, maintenance, use, and disclosure of PHI is also governed by the terms of the Enterprise Customer's contractual agreement or license with DignifiHealth, including any applicable business associate agreement (each, an **"Enterprise Agreement"**). You acknowledge and agree that we may de-identify and aggregate your PHI in compliance with HIPAA, the respective Enterprise Agreement, and these Terms of Use. For more information about the terms that may govern your use of our Services through an enterprise program, please contact the entity that sponsors your access to the DignifiHealth Services. If you are an Individual User, please refer to our [Privacy Policy](#) to learn about our privacy practices and your rights and choices with respect to your PHI. In addition, you acknowledge and agree that we may de-identify and aggregate your PHI in compliance with HIPAA, our Privacy Policy, and these Terms of Use. If you are an Individual User and have medical records associated with and stored in one of our Enterprise Customer's databases, you may have the option to connect such medical records with your Individual User Account. If you choose to connect your records, access, maintenance, use, and disclosure of any PHI contained therein will be governed by the applicable Enterprise Agreement with such Enterprise Customer. Whether you are an Individual User or Enterprise User, we agree to collect and share your information in accordance with our [Privacy Policy](#).

3.3 Third-Party Platforms. We may allow you to access the DignifiHealth Properties through a third-party platform (**"Third-Party Platform"**) as part of the functionality of the Services, by logging into a Third-Party Platform that has partnered with DignifiHealth and integrated any of the DignifiHealth Properties with its services and/or by linking your Account with your accounts on those Third-Party Platforms (**"Third-Party Accounts"**), as is permitted under the applicable terms and

conditions that govern your use of each Third-Party Account. You represent that you are entitled to disclose your Third-Party Account login information to DignifiHealth and/or grant DignifiHealth access to your Third-Party Account (including, but not limited to, for use for the purposes described herein) without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating DignifiHealth to pay any fees or making DignifiHealth subject to any usage limitations imposed by such third-party service providers. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your Account on DignifiHealth Properties. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS, AND DIGNIFIHEALTH DISCLAIMS ANY LIABILITY FOR PERSONALLY IDENTIFIABLE INFORMATION THAT MAY BE PROVIDED TO IT BY SUCH THIRD-PARTY SERVICE PROVIDERS IN VIOLATION OF THE PRIVACY SETTINGS THAT YOU HAVE SET IN SUCH THIRD-PARTY ACCOUNTS.

3.4 Registration Data. Regardless of whether you are registering an Account as an Individual User or an Enterprise User, when registering with DignifiHealth, you agree to (a) provide true, accurate, current and complete information about yourself as prompted by the registration form (the “**Registration Data**”); and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are (i) at least thirteen (13) years old; (ii) of legal age to form a binding contract; and (iii) not a person barred from using DignifiHealth Properties under the laws of the United States, your place of residence or any other applicable jurisdiction. You are responsible for all activities that occur under your Account. You agree that you shall monitor your Account to restrict use by minors, and you will accept full responsibility for any unauthorized use of DignifiHealth Properties by minors. You may not share your Account or password with anyone, and you agree to (y) notify DignifiHealth immediately of any unauthorized use of your password or any other breach of security; and (z) exit from your Account at the end of each session. If you provide any information that is untrue, inaccurate, not current or incomplete, or DignifiHealth has reasonable grounds to suspect that any information you provide is untrue, inaccurate, not current or incomplete, DignifiHealth has the right to suspend or terminate your Account and refuse any and all current or future use of DignifiHealth Properties (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. You agree that you shall not have more than one Account per platform at any given time. DignifiHealth reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party’s rights. You agree not to create an Account or use DignifiHealth Properties if you have been previously removed by DignifiHealth, or if you have been previously banned from any of DignifiHealth Properties.

3.5 Your Account. Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Account, and you further acknowledge and agree that all rights in and to your Account are and shall forever be owned by and inure to the benefit of DignifiHealth.

4. RESPONSIBILITY FOR CONTENT.

4.1 Types of Content. You acknowledge that any and all information, data, text, software, music, sound, photographs, graphics, video, messages, tags and/or other materials accessible through DignifiHealth Properties (collectively, “**Content**”), including DignifiHealth Properties, is the sole responsibility of the party from whom such Content originated. This means that you, and not DignifiHealth, are entirely responsible for all Content that you upload, post, e-mail, transmit or

otherwise make available (“**Make Available**”) through DignifiHealth Properties (“**Your Content**”), and that you and other Registered Users of DignifiHealth Properties or any Provider or Enterprise Customer, and not DignifiHealth, are similarly responsible for all Content that you and they Make Available through DignifiHealth Properties (“**User Content**”).

4.2 No Obligation to Pre-Screen Content. You acknowledge that DignifiHealth has no obligation to pre-screen Content (including, but not limited to, User Content), although DignifiHealth reserves the right in its sole discretion to pre-screen, refuse or remove any Content. By entering into the Agreement, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of Your Content, including without limitation chat, text, or voice communications. In the event that DignifiHealth pre-screens, refuses or removes any Content, you acknowledge that DignifiHealth will do so for DignifiHealth’s benefit, not yours. Without limiting the foregoing, DignifiHealth shall have the right to remove any Content that violates the Agreement or is otherwise objectionable.

4.3 Storage. Unless expressly agreed to by DignifiHealth in writing elsewhere, and except as may be required by the HIPAA or related state-specific privacy laws and regulations, DignifiHealth has no obligation to store any of Your Content that you Make Available on DignifiHealth Properties. DignifiHealth has no responsibility or liability for the deletion or accuracy of any Content, including Your Content; the failure to store, transmit or receive transmission of Content; or the security, privacy, storage, or transmission of other communications originating with or involving use of DignifiHealth Properties. Certain Services may enable you to specify the level at which such Services restrict access to Your Content. You are solely responsible for applying the appropriate level of access to Your Content. If you do not choose, the system may default to its most permissive setting. You agree that DignifiHealth retains the right to create reasonable limits on DignifiHealth’s use and storage of the Content, including Your Content, such as limits on file size, storage space, processing capacity, and similar limits described on the Website and as otherwise determined by DignifiHealth in its sole discretion.

5. OWNERSHIP.

5.1 DignifiHealth Properties. Except with respect to Your Content and User Content, you agree that DignifiHealth and its suppliers own all rights, title and interest in DignifiHealth Properties (including but not limited to, any computer code, themes, objects, characters, character names, stories, dialogue, concepts, artwork, animations, sounds, musical compositions, audiovisual effects, methods of operation, moral rights, documentation, and DignifiHealth software. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying any DignifiHealth Properties.



5.3 Your Content. DignifiHealth does not claim ownership of Your Content. However, when you as a Registered User post or publish Your Content on or in DignifiHealth Properties, you represent that you own and/or have a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish,

translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform and display Your Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in Your Content.

5.4 License to Your Content. Subject to any applicable account settings that you select, and with the exception of any personally identifiable information you submit which may be governed by HIPAA or related state-specific privacy laws and regulations (collectively, the “**Excluded Content**”), you grant DignifiHealth a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display Your Content (in whole or in part) for the purposes of operating and providing DignifiHealth Properties to you and to our other Registered Users. Subject to our Privacy Policy and any applicable privacy laws and regulations, you grant DignifiHealth a fully paid, royalty-free, worldwide, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display the Excluded Content (in whole or in part) for the purposes of operating and providing the Services to you. You warrant that the holder of any worldwide intellectual property right, including moral rights, in Your Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You agree that you, not DignifiHealth, are responsible for all of Your Content that you Make Available on or in DignifiHealth Properties. Any Content posted by you in your profile may not contain nudity, violence, sexually explicit, or offensive subject matter as determined by DignifiHealth in its sole discretion. You may not post or submit for print services a photograph of another person without that person’s permission.

5.5 De-Identified Data. In addition to the rights granted in Sections 3.2 and 5.4, you hereby grant DignifiHealth the right to de-identify and analyze any data or information you provide us through the use of the Services, including any PHI, and agree that DignifiHealth exclusively owns such de-identified data and any improvements or new services arising therefrom and may use such de-identified data for any purposes, including, without limitation, for statistical, research or medical/scientific purposes. Additionally, you agree that we shall have the right to collect usage data and metrics with respect to your use of the Services and may use such data to provide and/or improve the Services.

5.6 Feedback. You agree that submission of any ideas, suggestions, documents, and/or proposals to DignifiHealth through its suggestion, feedback, wiki, forum, or similar pages (“**Feedback**”) is at your own risk and that DignifiHealth has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to DignifiHealth a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of DignifiHealth Properties and/or DignifiHealth’s business.

6. USER CONDUCT. As a condition of use, you agree not to use DignifiHealth Properties for any purpose that is prohibited by this Agreement or by applicable law. You shall not (and shall not permit any third party) either (a) take any action or (b) Make Available any Content on or through DignifiHealth Properties that: (i) infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any person or entity; (ii) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another’s privacy, tortious, obscene, offensive, or profane; (iii)

constitutes unauthorized or unsolicited advertising, junk or bulk e-mail; (iv) involves commercial activities and/or sales, such as contests, sweepstakes, barter, advertising, or pyramid schemes without DignifiHealth's prior written consent; (v) impersonates any person or entity, including any employee or representative of DignifiHealth; (vi) interferes with or attempt to interfere with the proper functioning of DignifiHealth Properties or uses DignifiHealth Properties in any way not expressly permitted by this Agreement; or (vii) attempts to engage in or engage in, any potentially harmful acts that are directed against DignifiHealth Properties, including but not limited to violating or attempting to violate any security features of DignifiHealth Properties, using manual or automated software or other means to access, "scrape," "crawl" or "spider" any pages contained in DignifiHealth Properties, introducing viruses, worms, or similar harmful code into DignifiHealth Properties, or interfering or attempting to interfere with use of DignifiHealth Properties by any other user, host or network, including by means of overloading, "flooding," "spamming," "mail bombing," or "crashing" DignifiHealth Properties.

7. INVESTIGATIONS. DignifiHealth may, but is not obligated to, monitor or review DignifiHealth Properties and Content at any time. Without limiting the foregoing, DignifiHealth shall have the right, in its sole discretion, to remove any of Your Content for any reason (or no reason), including if such Content violates the Agreement or any applicable law. Although DignifiHealth does not generally monitor user activity occurring in connection with DignifiHealth Properties or Content, if DignifiHealth becomes aware of any possible violations by you of any provision of the Agreement, DignifiHealth reserves the right to investigate such violations, and DignifiHealth may, at its sole discretion, immediately terminate your license to use DignifiHealth Properties, or change, alter or remove Your Content, in whole or in part, without prior notice to you.

8. INTERACTIONS WITH OTHER USERS. You are solely responsible for your interactions with any parties with whom you interact, including any Providers or, if applicable, the Enterprise Customer; provided, however, that DignifiHealth reserves the right, but has no obligation, to intercede in such disputes. You agree that DignifiHealth will not be responsible for any liability incurred as the result of such interactions.

9. FEES AND PURCHASE TERMS.

9.1 Payment. You agree to pay all fees or charges to your Account in accordance with the fees, charges and billing terms in effect at the time a fee or charge is due and payable. You must provide DignifiHealth with a valid credit card (Visa, MasterCard, or any other issuer accepted by us) or an account of a third-party payment service (each, a "**Payment Provider**"), as a condition to signing up for the Services. Your Payment Provider agreement governs your use of the designated credit card or payment account, and you must refer to that agreement, not this Agreement, to determine your rights and liabilities. By providing DignifiHealth with your credit card number or payment account and associated payment information, you agree that DignifiHealth is authorized to immediately invoice your Account for all fees and charges due and payable to DignifiHealth hereunder and that no additional notice or consent is required. You agree to immediately notify DignifiHealth of any change in your billing address or the credit card or payment account used for payment hereunder. DignifiHealth reserves the right at any time to change its prices and billing methods, either immediately upon posting on DignifiHealth Properties or by e-mail delivery to you.

9.2 Service Subscription Fees. You will be responsible for payment of the applicable fee for any Services (each, a "**Service Subscription Fee**") at the time you create your Account and select your monthly package (each, a "**Service Commencement Date**"). Except as set forth in the Agreement, all fees for the Services are non-refundable. No contract will exist between you and

DignifiHealth for the Services until DignifiHealth accepts your order by a confirmatory e-mail, SMS/MMS message, or other appropriate means of communication.

9.3 Taxes. The payments required under Section 9.2 (Service Subscription Fees) of this Agreement do not include any Sales Tax that may be due in connection with the services provided under this Agreement. If DignifiHealth determines it has a legal obligation to collect a Sales Tax from you in connection with this Agreement, DignifiHealth shall collect such Sales Tax in addition to the payments required under Section 9.2 (Service Subscription Fees) of this Agreement. If any services, or payments for any services, under the Agreement are subject to any Sales Tax in any jurisdiction and you have not remitted the applicable Sales Tax to DignifiHealth, you will be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority, and you will indemnify DignifiHealth for any liability or expense DignifiHealth may incur in connection with such Sales Taxes. Upon DignifiHealth's request, you will provide it with official receipts issued by the appropriate taxing authority, or other such evidence that you have paid all applicable taxes. For purposes of this section, "**Sales Tax**" shall mean any sales or use tax and any other tax measured by sales proceeds that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.

9.4 Withholding Taxes. You agree to make all payments of fees to DignifiHealth free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments of fees to DignifiHealth will be your sole responsibility, and you will provide DignifiHealth with official receipts issued by the appropriate taxing authority, or such other evidence as we may reasonably request, to establish that such taxes have been paid.

9.5 Automatic Renewal. Your subscription will continue indefinitely until terminated in accordance with the Agreement. **After your initial subscription period, and again after any subsequent subscription period, your subscription will automatically commence on the first day following the end of such period (each a "Renewal Commencement Date") and continue for an additional equivalent period, at DignifiHealth's then-current price for such subscription. You agree that your Account will be subject to this automatic renewal feature unless you cancel your subscription at least sixty (60) days prior to the Renewal Commencement Date (or in the event that you receive a notice from DignifiHealth that your subscription will be automatically renewed, you will have sixty (60) days from the date of the DignifiHealth notice).** If you do not wish your Account to renew automatically, or if you want to change or terminate your subscription, please contact DignifiHealth at support@dignifihealth.com. If you cancel your subscription, you may use your subscription until the end of your then-current subscription term; your subscription will not be renewed after your then-current term expires. However, you will not be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period. By subscribing, you authorize DignifiHealth to charge your Payment Provider now, and again at the beginning of any subsequent subscription period. Upon renewal of your subscription, if DignifiHealth does not receive payment from your Payment Provider, (a) you agree to pay all amounts due on your Account upon demand and/or (b) you agree that DignifiHealth may either terminate or suspend your subscription and continue to attempt to charge your Payment Provider until payment is received (upon receipt of payment, your Account will be activated and for purposes of automatic renewal, your new subscription commitment period will begin as of the day payment was received).

9.6 Free Trials and Other Promotions. Any free trial or other promotion that provides Registered User level access to the Services must be used within the specified time of the trial. At the end of the trial period, your use of that Service will expire and any further use of the Service is

prohibited unless you pay the applicable subscription fee. If you are inadvertently charged for a subscription, please contact DignifiHealth to have the charges reversed.

9.7 Advertising Revenue. DignifiHealth reserves the right to display Third-Party Ads before, after, or in conjunction with User Content posted on the Services, and you acknowledge and agree that DignifiHealth has no obligation to you in connection therewith (including, without limitation, any obligation to share revenue received by DignifiHealth as a result of such advertising).

10. INDEMNIFICATION. You agree to indemnify and hold DignifiHealth, its parents, subsidiaries, affiliates, officers, employees, agents, partners, suppliers, and licensors (each, a **“DignifiHealth Party”** and collectively, the **“DignifiHealth Parties”**) harmless from any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of any and all of the following: (a) Your Content; (b) your use of, or inability to use, any DignifiHealth Property; (c) your violation of the Agreement; (d) your violation of any rights of another party, including any Registered Users; or (e) your violation of any applicable laws, rules or regulations. DignifiHealth reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with DignifiHealth in asserting any available defenses. This provision does not require you to indemnify any of the DignifiHealth Parties for any unconscionable commercial practice by such party or for such party’s fraud, deception, false promise, misrepresentation or concealment, or suppression or omission of any material fact in connection with the Website or any Services provided hereunder. You agree that the provisions in this section will survive any termination of your Account, the Agreement and/or your access to DignifiHealth Properties.

11. DISCLAIMER OF WARRANTIES AND CONDITIONS.

11.1 As Is. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF DIGNIFIHEALTH PROPERTIES IS AT YOUR SOLE RISK, AND DIGNIFIHEALTH PROPERTIES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. DIGNIFIHEALTH PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARISING FROM USE OF THE WEBSITE.

(a) DIGNIFIHEALTH PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) DIGNIFIHEALTH PROPERTIES WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF DIGNIFIHEALTH PROPERTIES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF DIGNIFIHEALTH PROPERTIES WILL BE ACCURATE OR RELIABLE.

(b) THE CONTENT AND INFORMATION PROVIDED ON THE DIGNIFIHEALTH PROPERTIES ARE DESIGNED FOR INFORMATIONAL PURPOSES ONLY, AND IF YOU RELY ON SUCH INFORMATION OR CONTENT, YOU DO SO AT YOUR OWN RISK. NOTHING STATED OR POSTED ON THE DIGNIFIHEALTH PROPERTIES OR AVAILABLE THROUGH ANY SERVICES ARE INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, INSTRUCTIONAL FOR MEDICAL DIAGNOSIS OR TREATMENT OR A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. IF YOU RELY ON ANY CONTENT OBTAINED THROUGH THE DIGNIFIHEALTH PROPERTIES, YOU DO SO AT YOUR OWN RISK. THE DIGNIFIHEALTH PROPERTIES ARE NOT INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH PROVIDER WITH ANY QUESTIONS YOU MAY HAVE ABOUT YOUR MEDICAL

CONDITION OR BEFORE EMBARKING ON A NEW TREATMENT PROGRAM. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF INFORMATION YOU HAVE OBTAINED THROUGH THE VORVIDA PROPERTIES. IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR 911 IMMEDIATELY.

(c) THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. DIGNIFIHEALTH MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF SERVICES.

(d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM DIGNIFIHEALTH OR THROUGH DIGNIFIHEALTH PROPERTIES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

(e) FROM TIME TO TIME, DIGNIFIHEALTH MAY OFFER NEW "BETA" FEATURES OR TOOLS WITH WHICH ITS USERS MAY EXPERIMENT. SUCH FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT DIGNIFIHEALTH'S SOLE DISCRETION. THE PROVISIONS OF THIS SECTION APPLY WITH FULL FORCE TO SUCH FEATURES OR TOOLS.

11.2 No Liability for Conduct of Third Parties. YOU ACKNOWLEDGE AND AGREE THAT DIGNIFIHEALTH PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD DIGNIFIHEALTH PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING PROVIDERS OR OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU.

11.3 No Liability for Conduct of Other Users. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF DIGNIFIHEALTH PROPERTIES, INCLUDING PROVIDERS AND ENTERPRISE CUSTOMERS. YOU UNDERSTAND THAT DIGNIFIHEALTH DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF DIGNIFIHEALTH PROPERTIES. DIGNIFIHEALTH MAKES NO WARRANTY THAT THE GOODS OR SERVICES PROVIDED BY THIRD PARTIES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. DIGNIFIHEALTH MAKES NO WARRANTY REGARDING THE QUALITY OF ANY SUCH GOODS OR SERVICES, OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY USER CONTENT OBTAINED THROUGH DIGNIFIHEALTH PROPERTIES.

11.4 Third-Party Materials. As a part of DignifiHealth Properties, you may have access to materials that are hosted by another party. You agree that it is impossible for DignifiHealth to monitor such materials and that you access these materials at your own risk.

12. LIMITATION OF LIABILITY.

12.1 Disclaimer of Certain Damages. YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT SHALL DIGNIFIHEALTH PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN EACH CASE WHETHER OR NOT DIGNIFIHEALTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF DIGNIFIHEALTH PROPERTIES, INCLUDING, WITHOUT LIMITATION, ANY PROVIDER OR

ENTERPRISE CUSTOMER, ON ANY THEORY OF LIABILITY, RESULTING FROM: (a) THE USE OR INABILITY TO USE DIGNIFIHEALTH PROPERTIES; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED; OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH DIGNIFIHEALTH PROPERTIES; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON DIGNIFIHEALTH PROPERTIES; OR (e) ANY OTHER MATTER RELATED TO DIGNIFIHEALTH PROPERTIES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY OF A DIGNIFIHEALTH PARTY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY A DIGNIFIHEALTH PARTY'S NEGLIGENCE; OR FOR (ii) ANY INJURY CAUSED BY A DIGNIFIHEALTH PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

12.2 Cap on Liability. TO THE FULLEST EXTENT PROVIDED BY LAW, DIGNIFIHEALTH PARTIES WILL NOT BE LIABLE TO YOU FOR MORE THAN THE GREATER OF (a) THE TOTAL AMOUNT PAID TO DIGNIFIHEALTH BY YOU DURING THE ONE-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY; (b) \$100; OR (c) THE REMEDY OR PENALTY IMPOSED BY THE STATUTE UNDER WHICH SUCH CLAIM ARISES. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF A DIGNIFIHEALTH PARTY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY A DIGNIFIHEALTH PARTY'S NEGLIGENCE; OR FOR (ii) ANY INJURY CAUSED BY A DIGNIFIHEALTH PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

12.3 User Content. EXCEPT FOR DIGNIFIHEALTH'S OBLIGATIONS TO PROTECT YOUR PERSONAL DATA AS SET FORTH IN THE DIGNIFIHEALTH'S PRIVACY POLICY, DIGNIFIHEALTH ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT (INCLUDING, BUT NOT LIMITED TO, YOUR CONTENT AND USER CONTENT), USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

12.4 Exclusion of Damages. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

12.5 Basis of the Bargain. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN DIGNIFIHEALTH AND YOU.

13. MONITORING AND ENFORCEMENT. DignifiHealth reserves the right to: (a) remove or refuse to post any of your Content for any or no reason in our sole discretion; (b) take any action with respect to any of your Content that we deem necessary or appropriate in our sole discretion, including if we believe that such Content violates this Agreement, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the DignifiHealth Properties or the public, or could create liability for the DignifiHealth; (c) disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy; (d) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the DignifiHealth Properties; and/or (e) terminate or suspend your access to all or part of the DignifiHealth Properties for any or no reason, including without limitation, any violation of this Agreement.

If DignifiHealth becomes aware of any possible violations by you of the Agreement, DignifiHealth reserves the right to investigate such violations. If, as a result of the investigation, DignifiHealth believes that criminal activity has occurred, DignifiHealth reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. DignifiHealth is entitled, except to the extent

prohibited by applicable law, to disclose any information or materials on or in DignifiHealth Properties, including Your Content, in DignifiHealth's possession in connection with your use of DignifiHealth Properties, to (i) comply with applicable laws, legal process or governmental request; (ii) enforce the Agreement, (iii) respond to any claims that Your Content violates the rights of third parties, (iv) respond to your requests for customer service, or (v) protect the rights, property or personal safety of DignifiHealth, its Registered Users or the public, and all enforcement or other government officials, as DignifiHealth in its sole discretion believes to be necessary or appropriate.

14. TERM AND TERMINATION.

14.1 Term. The Agreement commences on the date when you accept them (as described in the preamble above) and remain in full force and effect while you use DignifiHealth Properties, unless terminated earlier in accordance with the Agreement.

14.2 Prior Use. Notwithstanding the foregoing, you hereby acknowledge and agree that the Agreement commenced on the earlier to occur of (a) the date you first used DignifiHealth Properties or (b) the date you accepted the Agreement, and will remain in full force and effect while you use any DignifiHealth Properties, unless earlier terminated in accordance with the Agreement.

14.3 Termination of Services by DignifiHealth. You will have thirty (30) days from the Service Commencement Date, or any Renewal Commencement Date, for any Services hereunder, to cancel such Service, in which case DignifiHealth will refund your Service Subscription Fee, if already paid pursuant to Section 9.1 (Payment) or 9.2 (Service Subscription Fees), for the applicable Service. Except as set forth above, the Service Subscription Fee for any Service shall be non-refundable. If timely payment cannot be charged to your Payment Provider for any reason, if you have materially breached any provision of the Agreement, or if DignifiHealth is required to do so by law (e.g., where the provision of the Services is, or becomes, unlawful), DignifiHealth has the right to, immediately and without notice, suspend or terminate any Services provided to you. You agree that all terminations for cause shall be made in DignifiHealth's sole discretion and that DignifiHealth shall not be liable to you or any third party for any termination of your Account.

14.4 Termination of Services by You. If you want to terminate the Services provided by DignifiHealth, you may do so by (a) notifying DignifiHealth at any time and (b) closing your Account for all of the Services that you use. Your notice should be sent, in writing, to DignifiHealth's address set forth below. THE SERVICES WILL CONTINUE AT THE END OF EACH SUBSCRIPTION PERIOD UNLESS YOU CANCEL YOUR SUBSCRIPTION IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 9.5 (AUTOMATIC RENEWAL).

14.5 Effect of Termination. Termination of any Service includes removal of access to such Service and barring of further use of the Service. Termination of all Services also includes deletion of your password and all related information, files and Content associated with or inside your Account (or any part thereof), including Your Content. Upon termination of any Service, your right to use such Service will automatically terminate immediately. You understand that any termination of Services may involve deletion of Your Content associated therewith from our live databases. DignifiHealth will not have any liability whatsoever to you for any suspension or termination, including for deletion of Your Content. All provisions of the Agreement which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

14.6 No Subsequent Registration. If your registration(s) with, or ability to access, DignifiHealth Properties or any other DignifiHealth community, is discontinued by DignifiHealth due to your violation of any portion of the Agreement or for conduct otherwise inappropriate for the community, then you agree that you shall not attempt to re-register with or access DignifiHealth Properties or any DignifiHealth community through use of a different member name or otherwise, and you acknowledge that you will not be entitled to receive a refund for fees related to those DignifiHealth Properties to which your access has been terminated. In the event that you violate the immediately preceding sentence, DignifiHealth reserves the right, in its sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to you.

15. INTERNATIONAL USERS. DignifiHealth Properties can be accessed from countries around the world and may contain references to Services and Content that are not available in your country. These references do not imply that DignifiHealth intends to announce such Services or Content in your country. DignifiHealth Properties are controlled and offered by DignifiHealth from its facilities in the United States of America. DignifiHealth makes no representations that DignifiHealth Properties are appropriate or available for use in other locations. Those who access or use DignifiHealth Properties from other countries do so at their own volition and are responsible for compliance with local law.

16. DISPUTE RESOLUTION. Please read the following arbitration agreement in this section (“Arbitration Agreement”) carefully. It requires U.S. users to arbitrate disputes with DignifiHealth and limits the manner in which you can seek relief from us.

16.1 Applicability of Arbitration Agreement. You agree that any dispute, claim, or request for relief relating in any way to your access or use of the Website, to any products sold or distributed through the Website, or to any aspect of your relationship with DignifiHealth, will be resolved by binding arbitration, rather than in court, except that (a) you may assert claims or seek relief in small claims court if your claims qualify,; and (b) you or DignifiHealth may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). **This Arbitration Agreement shall apply, without limitation, to all disputes or claims and requests for relief that arose or were asserted before the effective date of this Agreement or any prior version of this Agreement.**

16.2 Arbitration Rules and Forum. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter, by certified mail, requesting arbitration and describing your dispute or claim or request for relief to our registered agent at Cogency Global Inc., 850 New Burton Road, Suite 201, Dover, DE 19904. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims, counterclaims, or request for relief under \$250,000, not inclusive of attorneys’ fees and interest, shall be subject to JAMS’s most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other disputes shall be subject to JAMS’s most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS’s rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS’s filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, DignifiHealth will pay them for you. In addition, DignifiHealth will reimburse all such JAMS’s filing, administrative, hearing and/or other fees for disputes, claims, or requests for relief totaling less than \$10,000 unless the arbitrator determines the claims are frivolous.

You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

16.3 Authority of Arbitrator. The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any assertion that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and DignifiHealth. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

16.4 Waiver of Jury Trial. YOU AND DIGNIFIHEALTH HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and DignifiHealth are instead electing that all disputes, claims, or requests for relief shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 16.1 (Application of Arbitration Agreement) above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

16.5 Waiver of Class or Other Non-Individualized Relief. ALL DISPUTES, CLAIMS, AND REQUESTS FOR RELIEF WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that applicable law precludes enforcement of any of this section's limitations as to a given dispute, claim, or request for relief, then such aspect must be severed from the arbitration and brought into the State or Federal Courts located in the State of West Virginia. All other disputes, claims, or requests for relief shall be arbitrated.

16.6 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to: support@dignifihealth.com, within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your DignifiHealth username (if any), the email address you used to set up your DignifiHealth account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

16.7 Severability. Except as provided in Section 16.5 (Waiver of Class or Other Non-Individualized Relief), if any part or parts of this Arbitration Agreement are found under the law to be

invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

16.8 Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with DignifiHealth.

16.9 Modification. Notwithstanding any provision in this Agreement to the contrary, we agree that if DignifiHealth makes any future material change to this Arbitration Agreement, you may reject that change within thirty (30) days of such change becoming effective by writing DignifiHealth at the following address: support@dignifihealth.com.

17. THIRD-PARTY SERVICES.

17.1 Third-Party Service Provider. DignifiHealth uses Stripe, Inc. and its affiliates as the third-party service provider for payment services (e.g., card acceptance, merchant settlement, and related services) (a **"Third Party Service Provider"**). By buying on any DignifiHealth Property, you agree to be bound by Stripe's Privacy Policy (currently accessible at <https://stripe.com/us/privacy>) and its Terms of Service (currently accessible at <https://stripe.com/us/terms>) and hereby consent and authorize the DignifiHealth and Stripe] to share any information and payment instructions you provide with one or more Third Party Service Provider(s) to the minimum extent required to complete your transactions.

17.2 Third-Party Websites, Applications and Ads. DignifiHealth Properties may contain links to third-party websites (**"Third-Party Websites"**), applications (**"Third-Party Applications"**) and advertisements for third parties (**"Third-Party Ads"**). When you click on a link to a Third-Party Website, Third-Party Application or Third-Party Ad, we will not warn you that you have left DignifiHealth Properties and are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites, Third-Party Applications and Third-Party Ads are not under the control of DignifiHealth. DignifiHealth is not responsible for any Third-Party Websites, Third-Party Applications or Third-Party Ads. DignifiHealth provides these Third-Party Websites, Third-Party Applications and Third-Party Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites, Third-Party Applications or Third-Party Ads, or any product or service provided in connection therewith. You use all links in Third-Party Websites, Third-Party Applications and Third-Party Ads at your own risk. When you leave our Website, this Agreement and our policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Websites, Third-Party Applications, or Third-Party Ads, and make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

18. GENERAL PROVISIONS.

18.1 Electronic Communications. The communications between you and DignifiHealth may take place via electronic means, whether you visit DignifiHealth Properties or send DignifiHealth e-mails, or whether DignifiHealth posts notices on DignifiHealth Properties or communicates with you via e-mail. For contractual purposes, you (a) consent to receive communications from DignifiHealth in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that DignifiHealth provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. (**"E-Sign"**).

18.2 Release. You hereby release DignifiHealth Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from your use of DignifiHealth Properties, including but not limited to, any interactions with or conduct of other Users or third-party websites of any kind arising in connection with or as a result of the Agreement or your use of DignifiHealth Properties. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." The foregoing release does not apply to any claims, demands, or any losses, damages, rights and actions of any kind, including personal injuries, death or property damage for any unconscionable commercial practice by a DignifiHealth Party or for such party's fraud, deception, false, promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Website [or any Services provided hereunder].

18.3 Assignment. The Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without DignifiHealth's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

18.4 Force Majeure. DignifiHealth shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, epidemics, pandemics, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

18.5 Questions, Complaints, Claims. If you have any questions, complaints or claims with respect to DignifiHealth Properties, please contact us at: support@dignifihealth.com. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.

18.6 Exclusive Venue. To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and DignifiHealth agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the state or federal courts located in the State of West Virginia.

18.7 Governing Law. THE TERMS AND ANY ACTION RELATED THERETO WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF WEST VIRGINIA, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THE AGREEMENT.

18.8 Notice. Where DignifiHealth requires that you provide an e-mail address, you are responsible for providing DignifiHealth with your most current e-mail address. In the event that the last e-mail address you provided to DignifiHealth is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Agreement, DignifiHealth's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to DignifiHealth at the following address: DignifiHealth, Inc. c/o Richard S. Queen, 28 East 2nd Ave, Suite 100, Williamson, WV 25661. Such notice shall be deemed given when received by DignifiHealth by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

18.9 Waiver. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

18.10 Severability. If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

18.11 Export Control. You may not use, export, import, or transfer DignifiHealth Properties except as authorized by U.S. law, the laws of the jurisdiction in which you obtained DignifiHealth Properties, and any other applicable laws. In particular, but without limitation, DignifiHealth Properties may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using DignifiHealth Properties, 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. You also will not use DignifiHealth Properties for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by DignifiHealth are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer DignifiHealth products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

18.12 Consumer Complaints. In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

18.13 Entire Agreement. The Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.