

Prime Care Health Solutions, LLC.

Terms and Conditions

These Terms constitute a binding legal agreement between you and Prime Care Health, Solutions, LLC. (“Company”, “we” or “us”). If you have been authorized to, and are helping another person apply for and/or use the Services, these Terms constitute a legally binding agreement between both the helper and the person being helped and Company.

IF YOU ARE NOT WILLING TO BE OR CANNOT BE BOUND BY THESE TERMS, THEN YOU MAY NOT ACCESS, BROWSE OR USE THE SERVICES. MOREOVER, WE DO NOT AND WILL NOT GRANT YOU ANY RIGHT OR LICENSE TO ACCESS, BROWSE OR USE THE SERVICES WITHOUT YOUR WILLINGNESS AND ABILITY TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN.

We reserve the right, at our discretion, to modify, replace, update or change any of these Terms at any time and for any reason. Any changes, revisions or modifications to these Terms shall become effective upon posting by the Company on the Site, via the Service or by sending you an email or other notification. It is your responsibility to check these Terms periodically for changes. By continuing to use the Services, you agree to accept all such changes, revisions or modifications to the Terms.

If you accept these Terms and conditions but later decide that you want to terminate your account, please contact Customer Support at support@primecarehs.com, and we will verify and complete your request.

1. Applicability of These Terms

Your access to and use of the Services is expressly conditioned on your acceptance of and compliance with these Terms. These Terms apply to all users of the Services. If you do not agree with these Terms, you are not authorized to access or use any portion of the Services in any manner or for any purpose.

Your use of any Services with which we may be affiliated may be subject to additional terms, including terms and conditions provided by a third party. If you do not agree with any of these additional terms and conditions, you are not authorized to use the Services subject to such additional terms.

In order to receive the Services, you must register as more fully described below in the section entitled “Participant Enrollment.” The Services are available only to individuals who (1) are at least 18 years old, and (2) meet the applicable clinical enrollment criteria. You represent and warrant that you have the right, authority and capacity to enter into these Terms and are at least 18 years old. In addition, you represent and warrant that (1) all registration information that you submit or that is submitted on your behalf is complete, accurate and truthful, and (2) in the event that you allow a third party to assist you in providing any information, including in completing the application and submitting any registration information to us, you have reviewed and confirmed that all such registration information is complete, accurate and truthful prior to its submission to us.

Company may, in its sole discretion, refuse to offer the Services to any person or entity and change our clinical enrollment criteria for the Prime Care Health Solutions Services and Programs at any time for any reason. This provision is void where prohibited by law, and the right to access the Services is revoked in such jurisdictions.

Company reserves the right, at its discretion, to change, modify, replace suspend, or discontinue the Services or any component thereof (including without limitation, the availability of any feature, specification, database, or content) at any time and for any reason. Company will not be liable to you for any such change, modification, replacement, suspension or discontinuation of your rights to access and use the Services. Company may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability.

2. Our Services

As part of the Services, we offer disease management, disease prevention, health & wellness, care management & transition of care services and clinical pharmacy programs to certain individuals at risk for or living with chronic clinical conditions where the Services can effectively help to reduce the risk of or live well with such chronic diseases. Examples of such conditions include but are not limited to cardiovascular disease and being at risk for or living with type 2 diabetes.

Our Services may include, without limitation, the following:

- The ability to create, upload, transmit, display and access health information shared by you and others through our Services, augmented with information collected about you through authorized third parties (e.g., trackers such as Fitbit and Apple or, if applicable, glucometers and blood pressure cuffs that are considered by the FDA to be medical devices).
- The ability to build, maintain and enable your participation in an online community related to your participation in the Services and your health goals.
- Access to other information about Company and our products and/or services through the various websites we own and operate, including, without limitation, the primecarehs.com website and domain name, and any other features, content or applications offered from time to time by Company in connection therewith.
- The ability to interact with relevant Company personnel in a timely and effective manner from the time of your initial application for our Programs and Services and throughout the course of your access to and use of the Services, including but not limited to Company's health coaches, Pharmacists, Nurses and customer support team.
- The ability to interact with other users of our Services from the time of your registration in the Prime Care Health Solutions Programs and Services and throughout the course of your access and use of our Services.
- The ability to interact with your other healthcare providers, friends or family so that they can understand how you use the Services.

3. No Medical Advice

THE SERVICES DO NOT INCLUDE THE PROVISION OF ANY MEDICAL ADVICE OR TREATMENT BY COMPANY. THE SERVICES ARE NOT INTENDED TO BE AND DO NOT CONSTITUTE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE FROM YOUR PHYSICIAN, DIAGNOSIS, OR TREATMENT AND ARE OFFERED FOR INFORMATIONAL PURPOSES ONLY. RATHER, THE SERVICES ENABLE REGISTERED USERS TO ACCESS EDUCATIONAL CONTENT AND HEALTH COACHING TOOLS AND RESOURCES, INCLUDING A HEALTH COACH OR REGISTERED NURSE OR PHARMACIST WHO MAY PROVIDE YOU WITH LIMITED WEB-, TELEPHONE-, SMS-, OR EMAIL-BASED SUPPORT. COMPANY DOES NOT EMPLOY OR CONTRACT WITH PHYSICIANS TO PROVIDE MEDICAL CARE TO YOU – ALL OF THE COMPANY'S HEALTH COACHES ARE NOT LICENSED HEALTH CARE PROVIDERS. WHILE THE SERVICES PROVIDE INFORMATION, THE COMPANY'S NON LICENSED HEALTH COACHES CANNOT AND DOES NOT DIAGNOSE YOUR HEALTH CONDITIONS OR OTHERWISE PROVIDE YOU WITH ANY MEDICAL ADVICE OR TREATMENT. ANY CONTENT PROVIDED OR ACCESSED THROUGH THE SERVICES, INCLUDING BUT NOT LIMITED TO INFORMATION PROVIDED BY OUR PERSONNEL, IS FOR INFORMATIONAL PURPOSES ONLY. THIS CONTENT SHOULD NOT BE USED DURING A MEDICAL EMERGENCY OR FOR THE DIAGNOSIS OR TREATMENT OF ANY MEDICAL CONDITION. THE COMPANY'S LICENSED HEALTHCARE PROVIDERS MAY ENTER INTO COLLABORATIVE AGREEMENT WITH YOUR PRIMARY CARE PHYSICIAN AND ACT ONLY ON BEHALF OF YOUR PRIMARY CARE PHYSICIAN TO HELP MANAGE YOUR CHRONIC MEDICAL CONDITIONS.

ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH PROVIDER WITH ANY QUESTIONS REGARDING YOUR MEDICAL CONDITION OR THE USE (OR FREQUENCY) OF ANY MEDICATION OR MEDICAL DEVICE, CHANGING YOUR DIET OR COMMENCING OR DISCONTINUING ANY COURSE OF TREATMENT. DO NOT USE THE SERVICES AS A SUBSTITUTE FOR CONSULTING WITH YOUR PHYSICIAN OR OTHER HEALTHCARE PROVIDER, AND DO NOT DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF ANY INFORMATION RECEIVED IN CONNECTION WITH OUR SERVICES. IF YOU THINK YOU HAVE A MEDICAL EMERGENCY, CALL 911 IMMEDIATELY.

TO THE EXTENT YOU RECEIVE MEDICAL CARE IN CONJUNCTION WITH OR CONSEQUENT TO THE SERVICES, YOUR TREATING MEDICAL PROFESSIONAL IS RESPONSIBLE FOR OBTAINING YOUR INFORMED CONSENT TO ANY MEDICAL DIAGNOSIS OR TREATMENT, INCLUDING WITHOUT LIMITATION, YOUR CONSENT TO USE TELEMEDICINE IN THE COURSE OF YOUR TREATMENT TO THE EXTENT SUCH CONSENT IS REQUIRED BY APPLICABLE LAW. THIS DIAGNOSIS OR TREATMENT IS SEPARATE FROM AND UNRELATED TO THE SERVICES PROVIDED BY COMPANY. COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR ANY PARTICULAR DRUG OR TREATMENT IS SAFE, APPROPRIATE, OR EFFECTIVE FOR YOU. COMPANY IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER INFORMATION, SERVICES OR PRODUCTS THAT YOU MAY OBTAIN IN CONNECTION WITH OR AS A RESULT OF USING THE SERVICES.

4. No Emergency Services

THE SERVICES ARE NOT INTENDED TO SUPPORT OR CARRY EMERGENCY OR TIME-CRITICAL CALLS OR COMMUNICATIONS TO ANY TYPE OF HOSPITAL, LAW ENFORCEMENT AGENCY, MEDICAL CARE UNIT, OR ANY OTHER KIND OF EMERGENCY OR TIME-CRITICAL SERVICE.

THE SITE, AND THE SERVICES PROVIDED ARE FOR NON-EMERGENCY PURPOSES ONLY. DO NOT ATTEMPT TO ACCESS EMERGENCY CARE THROUGH THE SITE OR THE SERVICES. IF AT ANY TIME YOU ARE CONCERNED ABOUT YOUR CARE OR TREATMENT, OR IF YOU THINK YOU HAVE A MEDICAL EMERGENCY, CALL 911 OR GO TO THE NEAREST OPEN EMERGENCY ROOM IMMEDIATELY.

If Company becomes aware of or contemplates an emergency, Company may, at its sole discretion, secure from any licensed hospital, physician, and/or medical personnel (“Emergency Responders”) any emergency treatment deemed necessary by Company for your immediate care. You understand and agree that, in the event that Company does take any action with respect to securing Emergency Responders on your behalf, you, not Company, will be solely responsible for payment of any and all medical services rendered in connection with any such treatment.

PRIVACY POLICY

5. Privacy and Your Personal Information

Company’s privacy policy is located at primecarehs.com/getstarted (the “Privacy Policy”) and is expressly incorporated into these Terms. The Privacy Policy discloses Company’s practices regarding the collection, use and disclosure of your personal information that you create, upload, transmit or display while using the Services. By agreeing to these Terms, you are also agreeing to the terms of Company’s Privacy Policy and consenting to the collection, use and disclosure of information provided to Company as set forth herein. For inquiries in regard to the Privacy Policy or to report a privacy-related problem, please contact us at privacy@primecarehs.com.

The Services include the ability to connect with a small social network of people diagnosed with or prescreened for certain medical conditions, including but not limited to pre-diabetes, glucose intolerance, metabolic syndrome, borderline diabetes, cardiovascular disease or type 2 diabetes. BY VISITING OR USING THE SERVICES, YOU CONSENT TO OUR COLLECTION, USE AND DISCLOSURE OF YOUR PERSONAL INFORMATION, INCLUDING HEALTH-RELATED INFORMATION SUCH AS YOUR MEDICAL CONDITIONS, IN ACCORDANCE WITH OUR PRIVACY POLICY. IF YOU DO NOT CONSENT TO THE COLLECTION, USE AND DISCLOSURE OF THIS INFORMATION, YOU SHOULD NOT ACCESS OR USE THE SITE, MOBILE APP OR THE SERVICES.

6. Rules and Conduct

As a condition to using the Services, you agree not to use the Services for any purpose that is prohibited by these Terms. You shall, at all times, abide by all applicable local, state, and federal laws, rules and regulations in accessing and using the Services. The Services (including, without limitation, any Content or User Submissions (both as defined below)) are provided only for your own personal, non-commercial, limited use in accordance with these Terms. You are responsible for all of your activity in connection with the Services. For purposes of these Terms, the term “Content” includes, without limitation, any advertisements, advice, lessons, instructions, suggestions, videos, audio clips, written forum comments, information, posts, comments, materials, data (obtained about you through the Services or from third parties), content, text, photographs, images, software, scripts, art, graphics, logos, button icons and interactive features generated, provided, or otherwise made accessible by or to Company or its partners on or through the Services.

By way of example, and not limitation, you shall not, and shall not permit any third party to, directly or indirectly (a) take any action or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any content on or through the Services, that:

- infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity;
- is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane;
- constitutes unauthorized or unsolicited advertising, junk or bulk email ("spamming");
- involves commercial activities and/or sales without Company's prior written consent, such as contests, sweepstakes, barter, advertising, or pyramid schemes;
- contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of Company or any third party; or
- impersonates any person or entity, including any employee or representative of Company.

Additionally, you shall not: (a) take any action that imposes or may impose an unreasonable or disproportionately large load on Company's (or its third party providers') infrastructure; (b) interfere or attempt to interfere with the proper working of the Services or any activities conducted on or as a part of the Services; (c) bypass any measures Company may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services); (d) run Mail-list, Listserv, any form of auto-responder or "spam" on the Services; or (e) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site, in each case as determined by Company in its sole discretion.

You shall not (a) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Service, except to the limited extent applicable laws specifically prohibit such restriction; (b) modify, translate, or otherwise create derivative works of any part of the Services; or (c) copy, rent, lease, distribute, or otherwise transfer any or all of the rights that you receive hereunder. Company reserves the right to remove any User Submissions or Content from the Services at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if Company is concerned that you may have violated these Terms), or for no reason at all. Company also reserves the right to access, read, preserve, and disclose any information as Company reasonably believes is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of Company, its users and the public.

7. Registration; Computer Equipment and Internet Services; Consent to Receive Email/Phone Communications

As a condition to using the Services, you will be required to register with Company and select a password and screen name ("Company User ID"). You shall provide Company with true, accurate, complete, and current registration information any time you register to use the Prime Care Health Solutions Program or Services and maintain and update promptly any changes to such information. Failure to do so shall constitute a breach of these Terms, which may result in immediate termination of your account.

You shall not (a) select or use as a Company User ID a name of another person with the intent to impersonate that person; (b) use as a Company User ID a name subject to any rights of a person other than you without appropriate authorization; or (c) use as a Company User ID a name that is otherwise offensive, vulgar or obscene. Company reserves the right to refuse registration of or cancel a Company User ID in its sole discretion. You are solely responsible for choosing your Company User ID and for activity that occurs on your account. Additionally, you shall be responsible for setting your account password, as well as maintaining its confidentiality – any sharing, disclosing, permitting access to or otherwise facilitating the use by any person of your user name and password is expressly prohibited. You shall never use another user's account without such other user's express permission. You will immediately notify Company in writing of any unauthorized use of your password or account or any other security breach of which you become aware.

As a condition of using our Site and/or Mobile App and participating in the Programs and Services, you will be required to provide Company with your email address and phone number as part of registration. As part of the Services, you will receive from us email and other communications (e.g., SMS messages, phone calls and push notifications) relating to your use of our Site, the Mobile App and/or your participation in our Programs and Services. By disclosing this contact information or otherwise participating in the Services or sending electronic communications through the Services, including the Site or the Mobile App, you acknowledge and agree that we may send you communications through registered mail, email and other electronic communications, SMS messages, voice calls, push notifications or otherwise, that we determine, in our sole discretion, are related to your use of or participation in the Services. As part of using the Services, you agree to receive all agreements, notices, disclosures and other communications that we provide to you in electronic form and acknowledge that receipt of such documents in electronic form satisfies any legal requirement that such communications be in writing. Your consent to receive electronic notices, disclosures and communications includes (i) any notice, record or other type of communication or information that is provided to you in connection with your application, registration or enrollment in the Services, (ii) all communications and disclosures relating to your access to, use of or participation in the Services and (iii) all communications and disclosures relating to the Services that we are required by law or these Terms to provide to you. Any electronic communications that we send you will be deemed to have been provided on the date that we deliver the electronic communication to you.

With the exception of the Services and Programs, you are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment (collectively, "Systems") necessary for you to access and use the Services, as well as Internet services via the Internet service provider of your choice and any wireless services you require (the "Connections"). This responsibility includes, without limitation, your utilizing current versions of web-browsers and appropriate encryption, antivirus, anti-spyware, and Internet security software. By checking the checkbox affirming your consent

to these Terms, you demonstrate that you can access information that we provide to you by posting electronic communications on the Site or the Mobile App or via email and otherwise confirm that you are able to access and use the Site and the Services and receive emails from us.

In connection with your use of the Services, you understand and acknowledge the following:

- There are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Connections, and you hereby expressly assume such risks.
- You are responsible for the data security of the Systems used to access the Services and for the transmission and receipt of information using such Systems.
- You have requested access to the Services, made your own independent assessment of the adequacy of the Connections and Systems, and are satisfied with that assessment.
- We are not responsible for any errors or problems that arise from the malfunction or failure of the Connections or the Systems.
- We may enable the use of geolocation services with our Mobile App, and we may use this geolocation information to provide features of the Services and to improve and customize the Services. If you do not want us to use geolocation data from your mobile device, you may set your location preferences on your device accordingly.

WHEN YOU CONTACT US BY EMAIL OR TEXT, WE HAVE NO WAY OF PROTECTING YOUR INFORMATION UNTIL IT REACHES US SINCE EMAIL AND TEXT MESSAGING AND THE COMMUNICATION LINES THAT SUCH COMMUNICATIONS TRAVEL OVER DO NOT HAVE THE SECURITY FEATURES THAT ARE BUILT INTO OUR SERVICES AND MAY NOT BE SECURE. BY SENDING ANY INFORMATION TO US VIA THE SERVICES, EMAIL OR TEXT, OR AGREEING TO RECEIVE ELECTRONIC COMMUNICATIONS FROM US THROUGH THE SERVICES, EMAIL, PUSH NOTIFICATIONS OR TEXT, YOU ACKNOWLEDGE AND ACCEPT ANY RISK AND DAMAGE ARISING FROM DISCLOSURE OF SUCH INFORMATION IN THE COURSE OF TRANSMISSION.

8. Fees and Payment

Company reserves the right to require payment of fees for certain features and or additional features of the Services and Programs. Should you elect to subscribe to such features, you shall pay all applicable fees, as described in the Services in connection with such features. Company reserves the right to change its price list and to institute new charges at any time, upon prior notice to you, which may be sent by email or posted on the Services. Use of the Services by you following such notification constitutes your acceptance of any new or increased charges.

9. Third-Party Websites and Materials

The Services may allow you to display, use, include or make available content, data, information, applications or materials from third parties ("Third Party Materials") or provide links to certain third party websites ("Third Party Websites"). For example, the Services and Programs utilize a participant and patient engagement and communication platform through our technology provider STRAND Clinical Technologies. In such case, in order to use login to your patient/participant communication platform and use Programs and Services, you must agree to the STRAND Clinical Technologies Terms of Use and

STRAND Clinical Technologies privacy policy found at: <https://app.strandrx.com/set-new-user>. When you authorize it, we collect information from certain other tools, including but not limited to activity trackers (e.g., a Fitbit device or Apple Watch), digital pedometers, and, if applicable, equipment such as blood glucose meter or blood pressure measuring tools that are considered by the FDA to be medical devices (“Tools”). The original collection points for these data, as well as any intermediary websites that allow you to authorize us to access such data, constitute Third Party Materials and/or Third Party Websites. When you authorize us to receive this data, we will use it to help deliver the Services and as otherwise described in our Privacy Policy and HIPAA Notice.

When you use any Third Party Materials or access any Third Party Websites, you do so at your own risk, and you understand and agree that you are solely responsible for reading and understanding any terms of use and/or privacy policies that apply to such Third Party Materials or Third Party Websites. These Third Party Materials and Third Party Websites are not under Company’s control, and Company is not responsible or liable for the availability, performance, reliability, content, functions, accuracy, legality, appropriateness, services, materials or any other aspect of such Third Party Materials and Third Party Websites. Company is providing these Third Party Materials and links to Third Party Websites for your convenience. The inclusion of any such Third Party Materials or links in the Services does not imply endorsement or recommendation by Company or any association with the third party website’s operators. Company also does not accept any responsibility for technical failures or for unauthorized access of user transmissions by any third parties.

The providers of Third Party Materials and Third Party Websites (each, a “Third Party Service Provider”) may collect and use certain information about you, as specified in their privacy policies and terms of use. Prior to using or providing any information to any Third Party Service Provider, you should review their privacy policy and terms of use. If you do not understand or do not agree to the terms of a Third Party Service Provider’s privacy policy and/or terms of use, you should not use the services.

COMPANY HEREBY DISCLAIMS ALL RESPONSIBILITY AND LIABILITY FOR ANY OF YOUR INFORMATION COLLECTED OR USED BY ANY THIRD PARTY SERVICE PROVIDER. IN ADDITION, YOU AGREE THAT COMPANY WILL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY INFORMATION, SOFTWARE, MATERIALS OR SERVICES PROVIDED BY ANY THIRD PARTIES, INCLUDING WITHOUT LIMITATION ANY THIRD PARTY SERVICE PROVIDERS LINKED THROUGH THE SERVICES, AND YOU AGREE TO ASSUME ALL RESPONSIBILITY AND LIABILITY FOR ANY DAMAGES, LOSS, OR OTHER HARM, WHETHER TO YOU OR TO THIRD PARTIES, RESULTING FROM OR ALLEGED TO HAVE RESULTED FROM YOUR USE OF THIRD PARTY MATERIALS AND THIRD PARTY WEBSITES.

10. Company, Content, Intellectual Property

The Services (including but not limited to the Site, the Mobile App and the Prime Care Health Solutions Programs and Services) and the Content are protected under United States and international intellectual property, copyright, trademark, patent, trade secret and other laws. The Services and the Content are the sole property of Company. You shall abide by all copyright notices, information, and restrictions contained in any Content accessed through the Services. You shall not sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, create derivative works from, or otherwise exploit the Services or any Content or third party submissions or other proprietary rights not owned by you (a) without the consent of the respective owners or other valid right, and (b) in any way that violates any third party right.

You may, to the extent the Services expressly authorize you to do so, download or copy the Content, and other items displayed on the Services for download, solely for your personal use only in accordance with these Terms, provided that you maintain all copyright, trademark and other notices contained in such Content. Copying or storing of any Content for other than personal, noncommercial use in accordance with these Terms is expressly prohibited without prior written permission from Company or from the copyright holder identified in such Content's copyright notice. You acknowledge that all Content accessed by you in using the Services is accessed at your own risk and that you will be solely responsible for any damage or loss to you or any third party resulting therefrom. Under no circumstances will Company be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred in connection with use of or exposure to any Content posted, emailed, accessed, transmitted or otherwise made available via the Services.

Subject to your compliance with these Terms (and any other terms governing your use of the Services), you are granted a personal, non-exclusive, non-transferable, non-sub-licensable, revocable, limited right to access our Site, download and use the Mobile App, and use the Services. All rights in and to the Services (including, but not limited to, the Site, the Mobile App, the Prime Care Health Solutions Programs and Services and the Content) not expressly granted in these Terms are hereby reserved and retained by Company.

Prime Care Health Solutions, Prime Medical Review Solutions and the logo (the "Company Marks") are trademarks or registered trademarks of Prime Care Health Solutions, LLC. Other trademarks, service marks, graphics and logos appearing on the Site, the Mobile App or the Services may be the property of third parties (the "Third Party Marks"). Neither your use of the Site, the Mobile App or the Services nor these Terms grant you any right, title or interest in or to, or any license to reproduce or otherwise use, the Company Marks or any Third Party Marks.

11. User Submissions

The Services provide you with the ability to create, upload, submit (through our Site, the Mobile App, through our personnel or through Third Party Websites or Third Party Service Providers, software, phone, Tools or other resources), disclose, distribute or otherwise post (hereafter, "posting") content (including, without limitation, personally identifiable information, personal health information, activity tracking, food tracking and sleep tracking), materials, videos, audio clips, written comments, data, text, photographs, software, scripts, graphics, works of authorship or other information related to the Services, including without limitation any feedback or suggestions for improvements, enhancements, or error corrections (collectively, "User Submissions"). You represent and warrant to us that (i) you own all rights, title and interest in and to your User Submissions or are otherwise authorized to grant the rights provided to Company herein, (ii) you will comply with all applicable laws in using the Services, and (iii) doing so will not violate any law or infringe upon or violate the rights of any person or entity.

You consent and grant to Company, its directors, officers, employees, agents, affiliates, representatives, service providers, partners, sub-licensees, successors and assigns (the "Company Parties") a perpetual, irrevocable, non-exclusive, transferable, sub-licensable, royalty-free, worldwide right and license to use, license, modify, reproduce, adapt, publish, translate, transmit, edit, distribute, perform, display, communicate publicly, create derivative works of and otherwise use any User Submissions and incorporate the User Submissions in other works in any form, media or technology. You further acknowledge that the Company Parties shall be entitled to use of the User Submissions in accordance

with these Terms without any compensation to you for any exercise of the license granted under this section. You also consent to and permit any user of the Services to access, display, view, store and reproduce any User Submissions that you have made available in any public or group forum within the Services for his or her personal use. Subject to the foregoing, you remain the owner of the User Submissions that you provide to us and retain all rights that may exist in such User Submissions; provided, however, the license you grant herein gives the Company the right to use the User Submissions as described in these Terms, our Privacy Policy and our HIPAA Notice, and your ownership rights in such User Submissions cannot interfere with the license you grant to the Company Parties.

If all or a portion of a User Submission constitutes protected health information or personally identifiable information as described in our Privacy Policy and our HIPAA Notice, we will treat it as such. However, we reserve the right under the license you grant us to remove personal identifiers from any and all User Submissions and, once reasonably de-identified, the remaining information shall not be subject to any obligation of confidentiality on our part. You understand and agree that Company owns all right, title and interest in and to all such de-identified data and may be used for any lawful business purpose without any duty of accounting to you. For example, once de-identified, we may use information from User Submissions in our publications and sales and marketing materials and for product research and development.

By providing you with the ability to post and use User Submissions in delivering the Services, Company is not undertaking any obligation or liability relating to any User Submissions or activity related thereto, nor does Company endorse any such User Submissions or activities. Company cannot guarantee the authenticity of any data which users may provide about themselves through the Services.

You acknowledge that all User Submissions submitted, uploaded, posted, transmitted or displayed are the sole responsibility of the person who made such User Submissions. This means that you are entirely responsible for all User Submissions that you submit, upload, post, transmit or otherwise display to the Services. You agree not to upload, post, transmit, display, perform or distribute any content, information or other materials in violation of any third party's copyrights, trademarks or other intellectual property or proprietary rights, or rights of publicity or privacy, or in violation of any applicable law, rule or regulation. **YOU SHALL BE SOLELY RESPONSIBLE FOR ANY VIOLATIONS OF LAWS AND FOR ANY INFRINGEMENTS OF THIRD PARTY RIGHTS CAUSED BY YOUR USER SUBMISSIONS AND USE OF THE SERVICES.**

We do not control the User Submissions uploaded, posted, transmitted or otherwise displayed on our Services by others; therefore, we do not guarantee the accuracy, integrity or quality of any such User Submissions. You understand and agree that you may be exposed to User Submissions that are offensive or objectionable by using the Services. Although we reserve the right, Company has no obligation to monitor the Services, Content, or User Submissions. Company may edit, modify, suspend or remove any User Submission at any time for any reason in Company's sole discretion without notice to you (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such User Submission, in order to comply with applicable laws or failure to adhere to community standards and conduct guidelines set forth in these Terms or otherwise established by Company), or for no reason at all.

COMPANY DISCLAIMS ANY ACTUAL OR IMPLIED DUTY TO MONITOR USER SUBMISSIONS AND SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY USER SUBMISSIONS OR FOR THE QUALITY OR ACCURACY OF OTHER INFORMATION YOU PROVIDE THROUGH USING THE SERVICES.

In order to use the Services, you are required to create a profile, which may contain certain identifying information (such as age, location, etc.). It is the responsibility of each user to provide current and accurate information, and Company does not, and cannot, investigate information contained in member public profiles or guarantee its accuracy. As a result, Company must assume that information contained in each user profile is current and accurate. COMPANY DOES NOT REPRESENT, WARRANT OR GUARANTEE THE CURRENCY OR ACCURACY OF ANY INFORMATION PROVIDED BY ANY USER AND HEREBY DISCLAIMS ALL RESPONSIBILITY AND LIABILITY FOR ANY INFORMATION PROVIDED BY USERS IN CONNECTION WITH THEIR USE OF THE SERVICES. UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE FOR ANY USER SUBMISSIONS, INCLUDING BUT NOT LIMITED TO ANY ERRORS OR OMISSIONS IN ANY USER SUBMISSIONS OR ANY LOSS OR DAMAGES INCURRED AS A RESULT OF THE USE OF ANY USER SUBMISSIONS.

12. Termination

Company may terminate your access to all or any part of the Services at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your account. Upon termination of your right to use our Services, including the Site and the Mobile App, or our termination of the Services, all licenses and other rights granted to you by these Terms will immediately terminate.

If you wish to terminate your account, you may do so by contacting our customer support team at support@primecarehs.com. Any fees paid hereunder are non-refundable. All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

13. Warranty Disclaimer

Company has no special relationship with or fiduciary duty to you. THE SERVICES (INCLUDING, WITHOUT LIMITATION, ANY CONTENT) ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND ARE WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. COMPANY, AND ITS DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS OR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICES OR THE INFORMATION, SERVICES AND MATERIALS CONTAINED THEREIN (I) DO NOT ASSUME ANY LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION, SERVICES AND MATERIALS PROVIDED ON OR THROUGH THE SERVICES AND (II) DO NOT WARRANT THAT: (A) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (B) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (C) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (D) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS OR THE STATED PURPOSE. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK.

PLEASE NOTE THAT SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

14. Indemnification

You shall defend, indemnify and hold harmless Company, its affiliates and each of its, and its affiliates employees, contractors, directors, suppliers, representatives and agents from all liabilities, claims, losses, damages and expenses, including reasonable attorneys' fees, that arise from or relate to: (a) your use or misuse of, or access to, the Services, Content or otherwise from your provision to Company or any of the indemnified parties of any User Submissions or other data; (b) your breach of these Terms; (c) your violation or alleged violation of any applicable foreign or domestic federal, state or local laws, rules and/or regulations; or (d) infringement or alleged infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. Company reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with Company in asserting any available defenses.

15. Limitation of Liability

IN NO EVENT SHALL COMPANY, ITS AFFILIATES NOR ITS OR THEIR DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS, THIRD PARTY SERVICE PROVIDERS, LICENSORS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES (INCLUDING, WITHOUT LIMITATION, ANY CONTENT): (A) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING); (B) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN); (C) FOR YOUR USE OR INABILITY TO USE OR RELIANCE ON THE SERVICES OR ANY CONTENT OR OTHER MATERIALS AVAILABLE THROUGH THE SERVICES; (D) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (E) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OUR SERVICES.

THE MAXIMUM LIABILITY OF COMPANY, ITS AFFILIATES AND ITS OR THEIR DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS, THIRD PARTY SERVICE PROVIDERS, LICENSORS OR CONTENT PROVIDERS TO YOU FOR ANY AND ALL DAMAGES, LOSSES AND CAUSES OF ACTION SHALL NOT EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING OUR SERVICES. YOU ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THESE TERMS AND THE SERVICES WOULD NOT BE PROVIDED TO YOU ABSENT SUCH LIMITATIONS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU IF YOU RESIDE IN SUCH A JURISDICTION. IF ANY PORTION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. YOU AGREE THAT THIS LIMITATION OF LIABILITY REPRESENTS A REASONABLE ALLOCATION OF RISK AND IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN COMPANY AND YOU. THE SERVICES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS.

NOTHING HEREIN SHALL LIMIT THE POTENTIAL PROFESSIONAL LIABILITY OF A PHYSICIAN OR OTHER LICENSED HEALTHCARE PROVIDER ARISING FROM OR RELATED TO MEDICAL SERVICES THAT YOU MAY RECEIVE IN CONNECTION WITH OR CONSEQUENT TO YOUR USE OF THE SERVICES. WE ARE NOT LIABLE TO ANY PERSON OR USER FOR ANY HARM CAUSED BY THE NEGLIGENCE OR MISCONDUCT OF ANY SUCH LICENSED MEDICAL PROFESSIONAL OR ANY OTHER PARTY.

When using the Services, information will be transmitted over a medium which may be beyond the control and jurisdiction of Company, its customers and/or its vendors. Accordingly, Company assumes

no liability for or relating to the delay, unintended access or disclosure, failure, interruption or corruption of any data or other information transmitted in connection with use of the Services.

Any claims against Company arising in connection with your use of the Services must be brought against Company within one (1) year of the date of the event giving rise to such action.

16. International Use

Company makes no representation that the Services are appropriate or available for use in locations outside of the United States, and accessing the Services is prohibited from territories where such Services are illegal. If you access the Services from other locations, you do so at your own initiative and risk and are responsible for compliance with local laws.

17. Governing Law; Dispute Resolution

A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

These Terms shall be governed by and construed in accordance with the laws of the State of Texas, excluding its conflicts of law rules, and the United States of America. Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled by binding arbitration in Dallas County, Texas, using the English language in accordance with the Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Comprehensive Arbitration Rules and Procedures of JAMS. The prevailing party in the arbitration shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees, expert witness fees and all other expenses) incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the United States Federal Courts located in the Northern District of Texas or in a state court in the County of Dallas, Texas. Use of the Services is not authorized in any jurisdiction that does not give effect to all provisions of these Terms, including without limitation, this Section.

18. Integration and Severability

These Terms, the Privacy Policy and the HIPAA Notice and any other agreement referenced herein, constitute the entire agreement between you and Company with respect to the Services, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and Company with respect to the Services. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

19. Miscellaneous

Company shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Company's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation. These Terms are personal to you, and are not assignable, transferable or sub-licensable by you except with Company's prior written consent. Company may assign, transfer or delegate any or all of its rights and obligations hereunder without consent. Our licensors and Mobile App Providers may be entitled to enforce these Terms as third party beneficiaries; otherwise, there are no other third-party beneficiaries to these Terms. No agency, partnership, joint venture or employment relationship is created as a result of these Terms. In any action or proceeding to enforce rights under these Terms, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under these Terms will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service.

20. Digital Millennium Copyright Act Policy

If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want Company to delete, edit, or disable the material in question, you must provide Company with all of the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) identification of the material that is claimed to be infringed or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Company to locate the material; (d) information reasonably sufficient to permit Company to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted; (e) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. For this notification to be effective, you must provide it to Company's designated agent at:

Attn: Copyright Agent
Prime Care Health Solutions, LLC.
13601 Preston Rd, Suite 520 West
Dallas, Texas 75240
copyrighta@primecarehs.com

21. Contact

You may contact Company at the following address:

By email: info@primecarehs.com

By mail:

Prime Care Health Solutions

13601 Preston Road, Dallas, Texas 75240

Effective Date: June 29, 2019

**Do Not Sign Until You Have Read and Agree with The Prime Care Health Solution's Terms & conditions.*

I have read and agree to the Prime Care Health Solution's terms and conditions outlined above.

Signature (Full Name)

Date: MM/DD/YYYY