

## 1 TERMS OF USE

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The services that Appy Health Inc. provides to you are subject to the following Terms of Use ("TOU"). Appy Health Inc. reserves the right to update the TOU at any time without notice to you. The most current version of the TOU can be reviewed by clicking on the "Terms of Use" hypertext link located at the bottom of our web pages.

## 2 DESCRIPTION OF SERVICES

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Appy Health Inc. provides you with access to a variety of resources, including the Appy Health platform (collectively "Services"). The Services, including any updates, enhancements, new features, and/or the addition of any new web properties, are subject to the TOU.

## 3 COST TO MEMBER

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Services to enrolled Appy Health Inc. Members may use any Services of their choosing at no cost, including any updates, enhancements, new features, and/or the addition of any new web or mobile properties.

## 4 PERSONAL AND NON-COMMERCIAL USE LIMITATION

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Unless otherwise specified, the Services are for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products, or services obtained from the Services.

Privacy and Protection of Personal Information - See the Privacy Statement disclosures relating to the collection and use of your information.

## 5 NOTICE SPECIFIC TO SOFTWARE AVAILABLE ON THIS WEBSITE

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## 6 NOTICES REGARDING SOFTWARE, DOCUMENTS, AND SERVICES AVAILABLE ON THIS WEBSITE

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IN NO EVENT SHALL APPY HEALTH INC. BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF SOFTWARE, DOCUMENTS, PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR INFORMATION AVAILABLE FROM THE SERVICES.

## 7 MEMBER ACCOUNT, PASSWORD, AND SECURITY

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If any of the Services requires you to open an account, you must complete the registration process by providing us with current, complete, and accurate information as prompted by the applicable registration form. You also will choose a password and a username. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for all activities that occur under your account. You agree to notify Appy Health Inc. immediately of any unauthorized use of your account or any other breach of security. Appy Health Inc. will not be liable for any loss that you may incur because of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by Appy Health Inc. or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

## 8 NO UNLAWFUL OR PROHIBITED USE

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As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any Appy Health Inc. server, or the network(s) connected to any Appy Health Inc. server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, other accounts, computer systems or networks connected to any Appy Health Inc. server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

## 9 USE OF SERVICES

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The Services may contain e-mail services, SMS, IM communication, calendars, secure file cabinets and/or other message or communication facilities designed to enable you to communicate with others (each a "Communication Service" and collectively "Communication Services").

You agree to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Service.

Appy Health Inc. reserves the right to terminate your access to any or all the Communication Services at any time, without notice, for any reason whatsoever.

## 10 NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

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Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to Service Provider's Designated Agent. ALL INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL NOT RECEIVE A RESPONSE.

Direct all inquiries to: Appy Health Inc. Attn: General Counsel, 6860 N. Dallas Parkway, Suite 250 Plano, TX 75024

## 11 LINKS TO THIRD PARTY SITES

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THE LINKS IN THIS AREA WILL LET YOU LEAVE APPY HEALTH INC.'S SITE. THE LINKED SITES ARE NOT UNDER THE CONTROL OF APPY HEALTH INC. AND APPY HEALTH INC. IS NOT RESPONSIBLE FOR THE CONTENTS OF ANY LINKED SITE OR ANY LINK CONTAINED IN A LINKED SITE, OR ANY CHANGES OR UPDATES TO SUCH SITES.

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