



myHealthAdvisor, LLC's Limited License and User Agreement

Welcome to myHealthAdvisor healthcare app ("**App**") provided by myHealthAdvisor, LLC ("**mHA**"). mHA collects data and other information regarding hospitals, physicians, ambulatory healthcare facilities and other providers of healthcare services ("**Healthcare Providers**") from a variety of sources. mHA uses proprietary processes and algorithms to select, compile and adjust certain data to generate scores of the Healthcare Providers ("**Scores**"). On this App, mHA makes available Scores, information based on specific criteria, including without limitation, in the form of search results ("**Information**"), and other information, profiles and information regarding Healthcare Providers (collectively with the Scores and Information, the "**App Information**").

This user agreement ("**User Agreement**") governs your access to and use of this App and the App Information and constitutes a binding agreement between you and mHA. Please note that we reserve the right, at our sole discretion, to change this User Agreement from time to time. Your continued use of this App or any App Information after any such change takes effect will be deemed to constitute your acceptance of and agreement to the new User Agreement.

PLEASE READ THIS USER AGREEMENT CAREFULLY BEFORE ACCESSING, USING OR BROWSING THIS APP OR ANY APP INFORMATION. BY CLICKING ON "I AGREE," OR BY ACCESSING, USING OR BROWSING THIS APP OR ANY APP INFORMATION, YOU, ON BEHALF OF YOURSELF OR YOUR ENTITY, AS APPLICABLE, ACKNOWLEDGE AND CONFIRM THAT: (A) YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THIS USER AGREEMENT; (B) YOU OR YOUR ENTITY, AS APPLICABLE, AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS USER AGREEMENT AND ACKNOWLEDGE THAT THIS USER AGREEMENT IS THE LEGAL EQUIVALENT OF A SIGNED, WRITTEN CONTRACT BETWEEN MHA AND YOUR ENTITY, AS APPLICABLE; AND (C) IF ACCESSING, USING OR BROWSING THIS APP ON BEHALF OF AN ENTITY, YOU HAVE FULL AUTHORITY TO BIND YOUR ENTITY TO ALL OF THE TERMS AND CONDITIONS OF THIS USER AGREEMENT (COLLECTIVELY "USER AGREEMENT ACCEPTANCE"). IF YOU OR YOUR ENTITY, AS APPLICABLE, ARE NOT WILLING TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE PRECEDING ACKNOWLEDGEMENT AND AGREEMENT, DO NOT SELECT THE 'I AGREE' BUTTON ASSOCIATED WITH THIS USER AGREEMENT AND DO NOT ACCESS, USE OR BROWSE OUR APP; mHA DOES NOT AND WILL NOT GRANT YOU ANY RIGHT OR LICENSE TO ACCESS, USE OR BROWSE THIS APP OR THE APP INFORMATION.

1. No Recommendations or Medical Advice

myHealthAdvisor is not a referral service and does not recommend or endorse any particular Healthcare Provider. Rather, mHA is only an intermediary that provides selected information about Healthcare Providers. We do not offer advice regarding the suitability of any particular Healthcare Provider for any specific treatments or health conditions, and no information on this App should be construed as health or medical advice. The Scores and Healthcare Provider information consists of statements of opinion and not statements of fact or recommendations to utilize the services of any specific Healthcare Provider. You should obtain any additional information necessary to make an informed decision prior to utilizing any specific Healthcare Provider.

You assume all responsibility in connection with choosing any Healthcare Provider, whether or not you obtained information about such Healthcare Provider on or through this App. mHA and its licensors, suppliers and affiliates (collectively, the "**Affiliates**"), and the directors, officers, agents, and representatives of each, assume no (and hereby disclaim all) responsibility or liability of any kind, for any advice, treatment or other services rendered by any Healthcare Provider, or for any malpractice claims and other claims that may arise directly or indirectly from any such advice, treatment or other services.

2. License

Upon your User Agreement Acceptance, mHA grants you a revocable, non-exclusive, non-transferable, limited license to access and view this App and the App Information, and to copy, download, store and/or print only a single copy of any App Information, solely for your non-commercial, personal use and not for resale, disclosure or distribution to anyone else. With respect to any permitted copy of the App Information, you will reproduce and include all copyright, confidentiality and other proprietary notices included in such App Information on any such copy. All rights not expressly granted to you herein are reserved by mHA; there are no implied licenses under this Agreement. The license granted to you in this User Agreement is expressly conditioned on your continued compliance with this User Agreement. Please note that mHA, in its sole discretion, may change this User Agreement from time to time and your continued access, use or browsing of this App or any App Information after any such change takes effect will be deemed to constitute your acceptance of and agreement to the changed User Agreement.

3. Ownership; Confidentiality

As between you and mHA, all right, title and interest in and to the App and the App Information, including without limitation the Scores, and systems and methodologies used to create or display the Scores and Information, together with all intellectual property rights embodied therein, are the property of mHA or mHA' Affiliates. The App and App Information are protected by law, including but not limited to U.S. and international copyright law, trademark law, trade secret law, as well as other state, federal, and international laws, regulations and treaties (collectively, "**IP Laws**"). MHA does not claim any rights in unaltered government data.

You agree not to engage in any activity that would constitute copyright infringement with respect to the App Information, including without limitation the Scores, Information and/or the systems and methodologies used to create or display the Scores and Information. You acknowledge that mHA selected, compiled, arranged and adjusted data and information regarding Healthcare Providers and the Scores are original compilations (as defined by the 1976 Copyright Act, 17 U.S.C. § 101) containing material wholly and exclusively original to mHA. You may not reproduce, create derivative works of, distribute, publicly perform or publicly display the App Information or any portion thereof without mHA's prior written consent. By way of illustration but not limitation, except as expressly permitted in this User Agreement or otherwise permitted by us in writing, you may not, directly or indirectly, transmit, download, upload, post, sell, rent, license, transfer, disclose, mirror, frame, reverse engineer, decompile, disassemble, or use any aspect of this App or any App Information (including, but not limited to, any Scores or Information), in whole or in part, in any form or by any means. Also by way of illustration but not limitation, except as expressly permitted in this User Agreement or otherwise permitted by us in writing, you may not, directly or indirectly, use any of the Scores or Information for any purposes other than your personal, non-commercial evaluation of Healthcare Providers, to compile mailing Information or other Information of Healthcare Providers for commercial purposes, to establish independent data files or compendiums of statistical information or in violation of any applicable laws or regulations. Additionally, you may not use any metatags or any other "hidden text" utilizing the name "myHealthAdvisor" without our prior written permission.

Further, you agree not to engage in any activity that would constitute unfair competition or trademark infringement in connection with the App Information, including without limitation the Scores. You acknowledge that myHealthAdvisor[®], Your Health, Your Choice[®](collectively, "**mHA Marks**") are service marks and trademarks of mHA. You acknowledge that mHA actively and extensively uses and promotes the mHA Marks and that there is substantial goodwill associated with the mHA Marks. You agree not to cite (orally, in writing or otherwise), reproduce or re-publish the Scores, Information and mHA Marks in any manner likely to deceive or cause confusion in the marketplace. You understand and agree that, due to the nature of mHA's products and services, any unauthorized citation, reproduction or re-publication of the Scores or Information and use

of any of the mHA Marks is likely to be deceptive and cause confusion in the marketplace, suggest non-existent sponsorship or endorsement by mHA, misappropriate mHA's reputation, goodwill business opportunities and revenues, or otherwise misappropriate the cachet of mHA's products and/or services; thus, you agree not to cite (orally, in writing or otherwise), reproduce or re-publish the Scores, Information and mHA Marks without the prior written permission of mHA and you hereby waive any right to assert any "nominative fair use" or "nominative use" defense in any trademark or copyright infringement action brought against you in the event that you do cite, reproduce or re-publish the Scores, Information or mHA Marks without the prior written permission of mHA. You further acknowledge that other names and logos contained in this App or in the App Information are trademarks and service marks of third parties and may not be used without the permission of the trademark or service mark owner.

The Scores and Information constitute confidential and valuable proprietary compilations owned by mHA. You will protect the confidentiality of (and not disclose to any person) the Scores or Information for three (3) years from the date you last accessed such information, by using at least the same degree of care as you use to protect your own confidential information, but no less than a reasonable degree of care. Your disclosure of information contained in the Scores pursuant to a judicial or administrative order will not be deemed to be a breach of this User Agreement, provided that you provide timely written notice of such order to mHA and reasonably cooperate with mHA efforts to contest or limit the scope of such order. Any breach of the foregoing confidentiality obligation will cause mHA irreparable harm for which there is no adequate legal remedy. In the event of any actual or threatened breach of this Agreement, mHA will be entitled to obtain injunctive and all other appropriate relief from a court of competent authority, without being required to: (a) show any actual damage or irreparable harm; (b) prove the inadequacy of its legal remedies; or (c) post any bond or other security.

Please be aware that we actively and aggressively enforce our intellectual property rights to the fullest extent of the law. Please send an e-mail to support@thehealthapp.com to inquire about the possibility of alternative arrangements regarding the Scores and Information.

4. Password Maintenance and Responsibility

If you wish to access certain areas of this App or the App Information available on or through certain areas of this App, you must choose a password during your completion of this App's registration process. By registering, you represent, warrant and covenant that: (a) you are at least 18 years of age; (b) you are using your actual identity; (c) you have provided only true, accurate, current and complete information about yourself during the registration process; and (d) you will maintain and promptly update the information that you provide to keep it true, accurate, current and complete. You may update your information at any time by logging into the App and clicking on "Log In."

By logging onto this App using any password, you represent, warrant and covenant that you are authorized to use such password and to engage in the activities that you conduct thereunder. You are solely responsible for the confidentiality and use of your password, as well as for any activities conducted on or through this App using your password. If you wish to cancel a password, or if you become aware of any loss, theft or unauthorized use of a password, please notify us immediately. We reserve the right to delete or change any password at any time and for any reason.

5. Term and Termination

This User Agreement will take effect at the time you click "I Agree" or access, use or browse this App or any App Information. We reserve the right, at any time and for any reason, without notice to you: (a) to deny you access to this App, the App Information or any portion thereof; (b) to change, remove or discontinue the App or any portion thereof, or any of the App Information or services available on or through this App; or (c) to terminate this User Agreement. Upon termination of

this User Agreement, all licenses granted to you under this User Agreement immediately and automatically terminate and you may no longer access, browse or otherwise use this App, the App Information or any portion thereof.

6. Our Privacy Policy

We consider the protection of our users' personal data to be important. Therefore, we have adopted a Privacy Policy outlining our personal data collection and use practices. Please refer to it for details about how we collect and use personal information from users of this App. By agreeing to the terms of this User Agreement, you are automatically agreeing to our [Privacy Policy](#), which is incorporated herein by reference.

7. Links to Other Apps

This App may contain links to other Apps or website on the World Wide Web for the convenience of our users. These other Apps or websites have not been reviewed by us and are maintained by third parties over which we exercise no control. Accordingly, we expressly disclaim any responsibility for the content, policies and practices of these other Apps and for the availability, accuracy, reliability, completeness, currency, quality, performance or suitability of the information, products and services available or advertised on or through these other Apps or websites. Moreover, these links do not imply, directly or indirectly, our endorsement of or affiliation with any other App or App owner, website or website owner or any information, products or services provided by any third party. When leaving this App, you should be aware that our terms and policies will no longer govern, and, therefore, you should review the applicable terms and policies of each linked App or website.

8. Third Party Content and Privacy Information Delivered to Third Parties

Some of the App Information, including but not limited to, certain healthcare information, product reviews, news, data, research, analysis and opinions, are provided by independent information providers ("**IIPs**"). We make no representations with respect to, nor do we guarantee or endorse the availability, accuracy, reliability, completeness, currency, quality, performance, suitability, or correct sequencing of any information, information or other content provided by any of the IIPs. We do not endorse, oppose or edit any opinion or analysis expressed by any of the IIPs. We assume no responsibility or liability for any information, information or other content provided by any of the IIPs. Moreover, any private information you deliver to third parties accessed through a link at the App will be held subject to the privacy policies of that third party, and not mHA.

The use of the App by any entity or individual to verify the credentials of physicians is prohibited. The database of physician information which drives the App does not contain sufficient information with which to verify physician credentials under the standards of the Joint Commission on Accreditation of Healthcare Organizations (JCAHO), National Committee for Quality Assurance (NCQA) of the Utilization Review Accreditation Committee (URAC).

9. Submissions and User Surveys - Rules and Permission to Use

Any and all information (other than information given in connection with registration, which shall be treated as set forth in other provisions of this User Agreement), including without limitation user surveys, physician responses, suggestions, feedback, ideas, concepts, comments, illustrations and other information that you disclose or offer to us on or in connection with this App or any App Information ("Submissions") are submitted by you without any restrictions with the exception that users will not be identified and their submitted information will remain confidential. You hereby assign to us without additional consideration or further obligation, all rights now known or hereafter existing to use, allow others to use, or assign the right to use, the Submissions for analysis and aggregation that does not reveal your identity of specific user submitted information. You further agree that your Submissions may be used without restriction, except with respect to your confidentiality, for any purpose whatsoever, commercial or otherwise, without compensation to you, including the right to use, reproduce, modify, adapt, publish, transmit, publicly perform or display, translate, create derivative works from, or

otherwise communicate to the public the Submissions on this App or elsewhere by us, our assigns or others we have allowed to use your Submissions. You will not assert any proprietary right or moral right of any kind with respect to any Submissions.

You represent and warrant to mHA that:

- you own, or are otherwise lawfully authorized to use, all Submissions and portions thereof that you transmit to or through this App;
- any Submissions submitted by you will not contain any of the following material (the "Proscribed Material"):
 - material that is false, factually inaccurate or misleading;
 - material that is defamatory, libelous, deceptive or fraudulent;
 - material that violates any U.S. or foreign law or regulation, including without limitation any law or regulation governing advertising or testimonials;
 - material that discriminates against, ridicules, harasses or disparages an individual or group for any reason, or on the basis of race, religion, national origin, gender, sexual orientation, marital status, age, disability or any other status that mHA deems inappropriate for the App;
 - material that violates any person's privacy right;
 - material that infringes or violates any person's copyright, trademark or other intellectual property right;
 - material that is obscene or derogatory; and
 - material that promotes violence, firearms, ammunition or weapons designed to inflict serious bodily harm;
 - material that mHA deems, in its sole discretion, objectionable or inappropriate for the App; and
- mHA's use of any Submission, as permitted under this User Agreement, does not and will not violate any U.S. or foreign law or regulation, including without limitation any law related to advertising or testimonials, any law concerning defamation, libel and privacy, and any copyright, trademark or other intellectual property law, and will not cause injury to any person or entity.
- You understand and agree that inclusion of any Submissions on the App is not, and shall not be, an endorsement of any cause, idea, webApp, interest, products or services.

10. Confidentiality on the Internet

Use of the Internet is solely at your own risk and is subject to all applicable local, state, federal, and international laws and regulations. While we have endeavored to create a secure and reliable App, please be advised that the confidentiality of any communication or material transmitted to us over the Internet cannot be guaranteed. Consequently, neither we nor our Affiliates are responsible for the security of any information transmitted via the Internet, the accuracy of the information contained on this App, or for the consequences of any reliance on such information. You must make your own determination as to these matters.

Use of the Internet is solely at your own risk and is subject to all applicable local, state, federal, and international laws and regulations. While we have endeavored to create a secure and reliable App, please be advised that the confidentiality of any communication or material transmitted to us over the Internet cannot be guaranteed. Consequently, neither we nor our Affiliates are responsible for the security of any information transmitted via the Internet, the accuracy of the information contained on this App, or for the consequences of any reliance on such information. You must make your own determination as to these matters.

11. Electronic Communications with mHA

Should you elect to send or receive e-mail communications of any kind to or from mHA, you represent and warrant to mHA that your e-mail service has appropriate and adequate security systems necessary to prevent unauthorized access to outbound or inbound e-mail transmissions. You further agree that the content (including any App Information) in any e-mail or other electronic communication you receive from mHA is subject to the provisions of this User Agreement.

12. App Monitoring

We reserve the right to view, monitor and record activity on this App without notice to or permission from you. We may disclose any records, electronic communications, information, information or other content of any kind: (a) if we believe in good faith that applicable law, regulation or legal process requires it; (b) if such disclosure is necessary or appropriate to operate this App; or (c) to protect our rights or property or the rights or property of our users and business partners. However, we are not responsible for screening, policing, editing or monitoring this App. We are committed to complying with all applicable U.S. and foreign laws and regulations, including without limitation copyright and related laws, and expect all Users of this App to comply with all applicable laws and regulations as well. Using this App to transmit any Proscribed Information is expressly prohibited under the User Agreement.

If it comes to our attention, we discover or we are notified of an allegation that this App or a Submission contains any Proscribed Information, then we may, but have no obligation to, investigate the allegation and determine in our sole discretion whether to remove or request the removal of the same from this App. Notices to us regarding any alleged violation of this User Agreement or copyright infringement on this App should be directed to mHA at the following e-mail address: support@thehealthapp.com.

13. Events Beyond Our Control

You absolve and release us and our Affiliates from any claim of harm resulting from any cause(s) over which we or they do not have direct control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses or other damaging code or data, unauthorized access, theft, operator errors, severe weather, earthquakes, natural disasters, strikes or other labor problems, wars, or governmental restrictions, and disclosure of your private health information that you have provided to third parties through links on our App.

14. Disclaimers

THIS APP AND THE APP INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND ARE INTENDED FOR INFORMATIONAL PURPOSES ONLY. WHILE WE ENDEAVOR TO PROVIDE THE MOST ACCURATE, UP TO DATE INFORMATION AVAILABLE, THE APP INFORMATION MAY CONTAIN TECHNICAL OR OTHER INACCURACIES OR TYPOGRAPHICAL ERRORS, AND MAY BE CHANGED OR UPDATED WITHOUT NOTICE. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: (A) ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, RELIABILITY, COMPLETENESS, CURRENCY, QUALITY, PERFORMANCE OR SUITABILITY OF THIS APP, THE APP INFORMATION, OR ANY PRODUCTS, SERVICES OR RESULTS OBTAINED ON OR THROUGH THIS APP; AND (B) ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, THAT THIS APP OR ANY APP INFORMATION WILL ASSIST YOU IN IDENTIFYING A SUITABLE HEALTHCARE PROVIDER OR FOR ANY OTHER PURPOSE. WE DO NOT REPRESENT OR WARRANT THAT THIS APP WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT THERE ARE NO GUARANTEES THAT THE APP WILL SAVE YOU ANY AMOUNT OF MONEY. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS APP AND THE APP INFORMATION IS ENTIRELY AT YOUR OWN RISK. FURTHER, WE EXPRESSLY DISCLAIM ANY AND ALL RESPONSIBILITY AND LIABILITY WITH RESPECT TO SEPARATE AGREEMENTS YOU MAY MAKE WITH HEALTHCARE PROVIDERS OR WITH THIRD PARTIES WHO

OFFER PRODUCTS OR SERVICES ON OR THROUGH THIS APP, AND YOU WILL LOOK SOLELY TO SUCH HEALTHCARE PROVIDERS AND THIRD PARTIES WITH RESPECT TO ANY AND ALL CLAIMS ARISING OUT OF SUCH AGREEMENTS AND/OR SUCH PRODUCTS OR SERVICES.

15. Limitations of Liability

NEITHER WE NOR OUR AFFILIATES WILL BE LIABLE FOR ANY DAMAGES RESULTING FROM YOUR USE OF, OR RELIANCE UPON, THIS APP, ANY APP INFORMATION, OR ANY PRODUCTS OR SERVICES OBTAINED ON OR THROUGH THIS APP. IN THE EVENT OF ANY PROBLEM WITH THIS APP, ANY APP INFORMATION, OR ANY PRODUCTS OR SERVICES OBTAINED ON OR THROUGH THIS APP, YOUR SOLE REMEDY IS TO CEASE USING SUCH ITEM(S).

UNDER NO CIRCUMSTANCES WILL WE OR OUR AFFILIATES, OR ANY OF OUR OR THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, PROPRIETORS, PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SERVANTS, ATTORNEYS, PREDECESSORS, SUCCESSORS OR ASSIGNS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY, OR LOSS OF USE) ARISING OUT OF USE OF THIS APP, ANY APP INFORMATION, ARRANGEMENTS MADE BASED ON INFORMATION OBTAINED ON OR THROUGH THIS APP, OR PRODUCTS OR SERVICES OBTAINED ON OR THROUGH THIS APP, EVEN IF WE OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, this limitation may not apply to you.

16. Indemnity

You will defend, indemnify, and hold harmless mHA and our Affiliates, and our and their respective directors, officers, shareholders, proprietors, partners, employees, agents, representatives, servants, attorneys, predecessors, successors and assigns, from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from (a) your use of this App, any App Information, or any products or services obtained on or through this App, (b) any arrangements you make based on information obtained on or through this App or (c) any breach by you of this User Agreement.

17. Governing Law and Selection of Venue

Regardless of the jurisdiction in which you work or reside, this User Agreement is made in the State of Colorado, and will be construed and enforced in accordance with Colorado law (without regard to its provisions governing conflicts of law), as applied to agreements entered into and completely performed in Colorado, and except and to the extent that the Health Insurance Portability and Accountability Act ("**HIPAA**") Privacy Rule applies to any health-related information you provide to mHA (in which case such HIPAA Privacy Rule governs), the privacy laws of the State of Colorado will govern.

ANY ACTION ARISING OUT OF THE CONTENT OF THIS APP, YOUR USE OF THE APP INFORMATION OR YOUR UNAUTHORIZED CITATION, REPRODUCTION OR RE-PUBLICATION OF ANY APP INFORMATION OR USE OF ANY MHA MARKS, OR ANY ACTION TO ENFORCE THIS USER AGREEMENT WILL BE BROUGHT ONLY IN THE FEDERAL OR STATE COURTS PRESIDING IN DENVER, COLORADO, U.S.A., AND YOU EXPRESSLY AGREE TO BE SUBJECT TO THE JURISDICTION OF SUCH COURTS. USE OF THIS APP IS LIMITED SOLELY TO PERSONS WHO AGREE TO RESOLVE ANY AND ALL DISPUTES PERTAINING TO THIS APP IN THE FEDERAL AND STATE COURTS OF COLORADO, AND SUCH AN AGREEMENT IS AN EXPRESS CONDITION TO USE OF THIS APP. YOU UNDERSTAND

AND AGREE THAT BY ENTERING INTO THESE TERMS, YOU AND YOUR COMPANY ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

This App is controlled and operated by mHA from its offices within the United States. We make no representation that this App or the App Information are appropriate or available for use outside of the United States, and access to this App or the App Information from territories where their contents are illegal is prohibited. Those who choose to access this App or the App Information from locations outside of the United States do so of their own volition and are responsible for compliance with applicable local laws.

18. Notices: Contacting mHA

Notices to you may be posted on the App or sent to the e-mail address that you provide to us when you register, as mHA deems appropriate. Such notice will be deemed given on the day the notice is posted on the App or one business day after the e-mail is sent.

If you have any questions about this User Agreement, the App or the App Information, or if you need to notify us, then contact us at support@thehealthapp.com or at the following address:

myHealthAdvisor, LLC.

6295 Greenwood Plaza Blvd.

Suite 100

Greenwood Village, Colorado 80111

19. Notice and Procedure for Claims of Copyright Infringement

If you believe that any content, posting, Submission or other information or information displayed on or provided through the App, including through a link, infringes your copyright, then you may submit a notification pursuant to the Digital Millennium Copyright Act by providing our Copyright Agent with an email at support@thehealthapp.com (please use subject line "DMCA Notice"). See 17 U.S.C. § 512 for more information. To be effective, the notice support@thehealthapp.com must be in writing and contain the following:

- a. An electronic or physical signature of the person authorized to act on behalf of an exclusive copyright interest;
- b. A description of the copyrighted work that you claim has been infringed;
- c. A description of where the material that you claim is infringing is located on the App that is reasonably sufficient to enable mHA to identify and locate the material;
- d. How mHA can contact you, such as your address, telephone number and email address;
- e. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and
- f. A statement by you that the information in your notice is accurate and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner or the owner of an exclusive right in the material. You may also contact us by mail at Attention: myHealthAdvisor, LLC, 6295 Greenwood Plaza Blvd., Greenwood Village, CO 80111, or by email at support@thehealthapp.com.

Any communication sent to the Copyright Agent or to support@thehealthapp.com for any purpose other than communication about copyright infringement may not be answered. mHA may terminate the accounts of repeat infringers under appropriate circumstances.

If you believe that any material you submitted that was removed or to which access has been disabled is not infringing, or that you have the authorization of the copyright owner, the copyright owner's agent or pursuant to law, to post and use the material, then you may send a counter-notice containing the following information to the Copyright Agent:

Your physical or electronic signature;

a. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;

b. A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material; and

Your name, physical address, telephone number and email address, a statement that you consent to the jurisdiction of the federal court in Denver, Colorado, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

20. Notice and Procedure for Claims of Intellectual Property

These Terms of Use prohibit users from violating another party's intellectual property rights. For copyright claims, intellectual property owners should follow the terms related to removal of copyrighted material as set forth in Section 11. For other intellectual property violations, rights holders may submit a valid notice of intellectual property infringement to mHA via email at support@thehealthapp.com. A valid notice of infringement must identify the following:

Identification of the work claimed to have been infringed (e.g., trademark registration);

a. Identification of the material that is claimed to be infringing together with information sufficient to locate the allegedly infringing material on the App;

b. Your contact information, including your address, telephone number and a valid email address; and

c. A statement by you that you have a good faith belief that use of the material is not authorized.

You may also contact us by mail at Attention: myHealthAdvisor, LLC, 6295 Greenwood Plaza Blvd, Greenwood Village, CO 80111, or by email at support@thehealthapp.com.

By submitting a valid notice of infringement, you agree that we may provide your request to the user who posted the material addressed in your notice. Upon receipt of a valid notice of intellectual property infringement, mHA may remove or disable access to the allegedly infringing content in its sole discretion. mHA may terminate the accounts of repeat infringers under appropriate circumstances.

21. Miscellaneous

The following provisions will survive the termination of this User Agreement: 1; 3; 6; 7; 8; 9; 10; 11; 12; 13; 14; 15; 16; 17; 18; 19; 20 and 21. Failure to insist on strict performance of any provisions of this User Agreement will not operate as a waiver of any subsequent default or failure of performance. No waiver of any provision of this User Agreement will be valid unless in writing and acknowledged in writing or electronically by both parties. If any portion of this User Agreement is adjudged invalid or unenforceable by a court of competent jurisdiction, the remaining portions will remain valid, enforceable, and in effect, and the parties will promptly substitute for the invalid provision an enforceable provision which resembles the invalid provision as closely as possible in intent and economic effect. No joint venture, partnership, employment or agency relationship exists between you and mHA as a result of this User Agreement or your use of this App or any App Information. This User Agreement constitutes the entire agreement between you and mHA with respect to your use of this App and the App Information, and supersedes any and all prior understandings or agreements between you and mHA, whether written or oral. You acknowledge that, in providing you access to and use of this App and the App Information, we have relied on your User Agreement Acceptance.

Date Last Updated: February 26, 2021