



Terms of Use

THESE TERMS AND CONDITIONS GOVERN YOUR ACCESS TO AND USE OF THE SITES AND THE SERVICES AND CONSTITUTE AN AGREEMENT ("AGREEMENT") BETWEEN YOU, AS A USER OF THE SERVICES, AND IM HEALTH (THE "COMPANY").

"Company" or the terms "we" or "us" or similar terms refer to IM Health. "You" or "your" or similar terms refer to you as a user of our Services.

USE OF THE SITES AND SERVICES IS NOT FOR MEDICAL EMERGENCIES. IF YOU THINK YOU HAVE A MEDICAL EMERGENCY, CALL 911 IMMEDIATELY OR CALL YOUR PHYSICIAN OR DOCTOR IMMEDIATELY.

1. Applicability of These Terms

Your access to and use of the Services is expressly conditioned on your acceptance of and compliance with this Agreement. By becoming a registered user and/or accessing and/or using the Services, the Sites, or any portion of the Services or the Sites in any manner, including but not limited to visiting or browsing the Sites, you agree to be bound by this Agreement and all applicable laws and regulations governing the Services. This Agreement applies to all users of the Sites or Services, including users who are also contributors of content, information, and other materials or services on the Sites. If you do not agree with this Agreement, you are not authorized to access or use the Services for any purpose. If your access to the Sites or Services is provided pursuant to an agreement between Company and your employer, employee organization, insurer or health plan ("Benefit Agreement"), that Benefit Agreement may contain additional terms and conditions applicable to the Sites or Services. If there is any conflict between this Agreement and your Benefit Agreement, the Benefit Agreement controls with respect to such conflict. Additional terms and conditions applicable to specific areas of the Sites or to particular transactions are also posted in particular areas of the Sites and, together with this Agreement, govern your use of those areas.

In order to receive the Services, you must register as defined in the section entitled "Registration". The Services are available only to individuals who are at least 18 years old. You represent and warrant that if you are an individual, you are of legal age to form a binding contract and are at least 18 years old, and that all registration information you submit is accurate, truthful, and complete. Company may, in its sole discretion, refuse to offer the Services to any person or entity and change our eligibility criteria at any time. This provision is void where prohibited by law and the right to access the Services is revoked in such jurisdictions.

2. Our Services

We offer individual and group-based programs for changing behaviors that can lead to health problems, including telephonic and web-based health coaching services, to individuals who may benefit from the use of such services. Our online platform may



include, without limitation, the following services (collectively, the "Services"):
The ability to access health information and build an online community related to your health goals.

The provision of other information about the Company and our products and services through the various websites we own and operate, including, without limitation, the www.imhealth.com or www.my.imhealth.com websites and domain names (collectively, the "Sites"), and any other features, content, or applications offered from time to time by the Company in connection therewith.

THE SERVICES DO NOT INCLUDE THE PROVISION OF MEDICAL CARE BY THE COMPANY. THE SERVICES ENABLE REGISTERED USERS TO ACCESS WEB-BASED HEALTH COACHING TOOLS AND RESOURCES, INCLUDING A HEALTH COACH, WHO MAY PROVIDE YOU WITH LIMITED WEB-, TELEPHONE-, TEXT, OR EMAIL-BASED SUPPORT. THE COMPANY DOES NOT EMPLOY OR CONTRACT WITH PHYSICIANS TO PROVIDE MEDICAL CARE TO YOU. TO THE EXTENT YOU RECEIVE MEDICAL CARE 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 WHICH MAY BE REQUIRED BY APPLICABLE STATE LAW.

3. Modification of Terms

Company reserves the right, at its sole discretion, to modify or replace any of these terms and conditions or change, suspend, or discontinue the Services (including without limitation, the availability of any feature, database, or content) at any time by posting a written notice on the Sites or by sending you an email. 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. It is your responsibility to check these terms and conditions periodically for changes. Your continued use of the Services following the posting of any changes to these terms and conditions constitutes acceptance of those changes.

4. No Medical Advice

COMPANY DOES NOT OFFER MEDICAL ADVICE OR DIAGNOSES OR ENGAGE IN THE PRACTICE OF MEDICINE. OUR SERVICES ARE NOT INTENDED TO BE, AND DO NOT CONSTITUTE, A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT AND ARE OFFERED FOR INFORMATIONAL PURPOSES ONLY. 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. DO NOT DISREGARD ANY PROFESSIONAL MEDICAL



ADVICE OR DELAY IN SEEKING PROFESSIONAL MEDICAL ADVICE BECAUSE OF SOMETHING YOU HAVE READ IN CONNECTION WITH OUR SERVICES. NONE OF THE INFORMATION ON THE SITES REPRESENTS OR WARRANTS THAT ANY PARTICULAR DRUG OR TREATMENT IS SAFE, APPROPRIATE, OR EFFECTIVE FOR YOU.

5. No Emergency Services

THE SITES AND SERVICES ARE FOR NON-EMERGENCY PURPOSES ONLY. DO NOT ATTEMPT TO ACCESS EMERGENCY CARE THROUGH THE SITES 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.

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 (COLLECTIVELY, "EMERGENCY SERVICES").

Company, its affiliates or staff disclaim any liability for your failure to contact your physician or emergency treatment and/or the resulting services of such emergency calls or communications. By agreeing to this Agreement, you understand and agree that additional arrangements must be made to access Emergency Services. To access Emergency Services, you acknowledge and accept your responsibility to purchase, separately from the Services, traditional wireless or wireline telephone service and other means of communication intended for access to Emergency Services. You acknowledge and agree that Company is not required to offer Emergency Services or access there to pursuant to any applicable local and or federal rules, regulation or law. You further acknowledge that Company is not a replacement for your primary telephone service or any other means of communication.

6. Privacy and Your Personal Information

Company's current privacy policy is located at the footer of the <https://my.imhealth.com> website (the "Privacy Policy") and is incorporated into this Agreement. For inquiries in regard to the Privacy Policy, or to report a privacy-related problem, please contact support@imhealth.com.

IMPORTANT: The Services may include the ability to connect with a social network of people diagnosed with certain medical conditions, including diabetes, pre-diabetes, or any facet of metabolic syndrome. BY VISITING AND/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 DISCLOSURE OF THIS INFORMATION, YOU SHOULD NOT ACCESS OR USE THESE SITES OR THE



SERVICES.

7. Rules and Conduct

As a condition of use, you acknowledge and agree not to use the Services for any purpose that is prohibited by this Agreement. The Services (including, without limitation, any Content or User Submissions (both as defined below)) are provided only for your own personal, non-commercial use. You are responsible for all of your activity in connection with the Services. For purposes of this Agreement, the term "Content "includes, without limitation, any advice, suggestions, videos, audio clips, written forum comments, information, data, text, photographs, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible by Company or its partners on or through the Services.

By way of example, and not by limitation thereof, you shall not (and shall not permit any third party to) either (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 e-mail ("spamming");

Involves commercial activities and/or sales to 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, spy, 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 (as determined by Company in its sole discretion) 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 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 Sites.

You shall not (directly or indirectly): (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. You shall abide by all applicable local, state, national and international laws and regulations.

Company reserves the right to remove any Content from the Sites or 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 this Agreement), or for no reason at all.

8. Registration

As a condition to using certain aspects of 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 accurate, complete, and updated registration information. Failure to do so and to correct such failure after a written cure notice from Company shall constitute a breach of this Agreement, which may result in immediate termination of your Company 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** (we will consider that fraud and take appropriate legal action against you); (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 activity that occurs on your account and shall be responsible for maintaining the confidentiality of your Company password. 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 account, or other account related security breach of which you are aware.

9. Fees and Payment

Company reserves the right to require payment of fees for certain features of the Services. Should you elect to subscribe to such features, you shall pay all applicable fees, as described on the Sites in connection with such features. Your health plan may have arranged to pay for part or all of these features. Company reserves the right to change its price list and to institute new charges at any time, upon ten (10) days prior written notice to you, which may be sent by email or posted on the Sites. Use of the Services by you following such notification constitutes your acceptance of any new or increased charges.

10. Third Party Sites

The Services may permit you to link to other websites or resources on the Internet, and other websites or resources may contain links to the Sites. When you access third party websites, you do so at your own risk. These other websites are not under Company's control, and you acknowledge and agree that Company is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply endorsement by Company or any association with its operators. You further acknowledge and agree that Company shall not be responsible or liable, directly or indirectly, for any damage or loss



caused or alleged to be caused by or in connection with the use of or reliance on any such Content, goods or services available on or through any such website or resource.

11. Company and Site Content

You agree that the Services contain Content specifically provided by Company or its partners and that such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by all copyright notices, information, and restrictions contained in any Content accessed through the Services. You shall not sell, license, sublicense, transfer, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, create derivative works from, or otherwise exploit 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 Sites expressly authorize you to do so, download or copy the Content, and other items displayed on the Sites for download, for personal use only, provided that you maintain all copyright and other notices contained in such Content. You shall not store any significant portion of any Content in any form. **Copying or storing of any Content for other than personal, noncommercial use is expressly prohibited** without prior written permission from Company, or from the copyright holder identified in such Content's copyright notice.

12. User Submissions

The Services may provide you with the ability to upload, submit, disclose, distribute or otherwise post (hereafter, "posting") content, videos, audio clips, written forum 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 you have the legal right to post such User Submissions and that doing so will not violate any law or infringe upon or violate the rights of any person or entity.

By posting User Submissions on or at any of the Sites or otherwise through the Services, except for any individually identifiable health information you submit to us, you hereby irrevocably and unconditionally assign to us all right, title, and interest in and to any such User Submissions (including, without limitation, any modifications, reproductions, or derivative works thereof), and all User Submissions you supply to us through the Sites or the Services shall be deemed and shall remain our property.

You understand that Company shall have the right to reformat, excerpt, or translate any materials, content or information submitted by you; and that all information publicly posted or privately transmitted through the Sites is the sole responsibility of the person from which such content originated and that Company will not be liable for any errors or omissions in any content; and that Company cannot guarantee the identity of any other



users with whom you may interact in the course of using the Services. Company does not endorse and has no control over any User Submissions. Company cannot guarantee the authenticity of any data which users may provide about themselves. You acknowledge that all Content accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom. Company has no obligation to monitor the Sites, Services, Content, or User Submissions. Company may remove any User Submission 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 User Submission), or for no reason at all. You understand that the Company shall have the right, but not the obligation, to record or monitor for quality assurance and training purposes all telephonic, e-mail and other forms of communication. By accepting these Terms, you consent to any such recording or saving. 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.

13. 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 membership. Upon termination of your right to use our Services or Sites or our termination of the Services or Sites, all licenses and other rights granted to you by this Agreement will immediately terminate.

If you wish to terminate your account, you may do so by contacting the Company at support@imhealth.com. 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.

14. Warranty Disclaimer

Company has no special relationship with or fiduciary duty to you. You acknowledge that Company has only partial control over, and no duty to take any action regarding: which users gains access to the Sites; what Content you access via the Sites; what effects the Content may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content. You release Company from all liability for you having acquired or not acquired Content through the Sites. The Sites may contain, or direct you to websites containing, information that some people may find inappropriate. Company makes no representations concerning any content contained in or accessed through the Sites, and Company will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Sites.

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 AND CONTENT PROVIDERS 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. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. ELECTRONIC COMMUNICATIONS PRIVACY ACT NOTICE (18 U.S.C. §§ 2701-2711): COMPANY MAKES NO GUARANTY OF CONFIDENTIALITY OR PRIVACY OF ANY COMMUNICATION OR INFORMATION TRANSMITTED ON THE SITES OR ANY WEBSITE LINKED TO THE SITES. Company will not be liable for the privacy of email addresses, registration and identification information, disk space, communications, confidential or trade-secret information, or any other Content stored on Company's equipment, transmitted over networks accessed by the Sites, or otherwise connected with your use of the Services.

15. Indemnification

You shall defend, indemnify, and hold harmless Company, its affiliates and each of its, and its affiliates employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to: (a) your use or misuse of, or access to, the Sites, Services, Content or otherwise from your User Submissions; (b) your violation of this Agreement; or (c) infringement by you, or any third party using the 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.

16. General Content Disclaimer

The Content provided by or through the Services is for informational purposes only, and should not be relied upon. Company makes no representations or warranties concerning the appropriateness, accuracy, reliability, usefulness, completeness, or timeliness of such Content. No Content is intended to substitute for personal advice from a qualified professional. When applicable, always seek the advice of a qualified professional, and never disregard professional advice or delay in seeking it because of any Content. By using the Services, you agree that Company shall not be responsible for: (a) any



Content; (b) any person's reliance on any such Content, whether or not correct, current and complete; or (c) the consequences of any action that you or any other person takes or fails to take based on any Content or otherwise as a result of your use of the Service.

17. Limitation of Liability

IN NO EVENT SHALL COMPANY, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS 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, 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 RELIANCE ON THE SERVICES; OR (D) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) ONE-HUNDRED U.S. DOLLARS (\$100.00). 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.

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

18. International Use

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

19. Dispute Resolution

A printed version of this Agreement 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. You and Company agree that any cause of action arising out of or related to the Services must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.



These Terms shall be governed by and construed in accordance with the laws of the State of Massachusetts, 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 arbitration in Worcester County, Massachusetts, 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 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 Worcester County, Massachusetts. 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.

20. Integration and Severability

These Terms and any applicable Benefit Agreement are the entire agreement between you and Company with respect to the Services and use of the Sites, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and Company with respect to the Services and the Sites. 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.

21. 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 (including "line-noise" interference). This Agreement is personal to you, and is not assignable, transferable or sub licensable by you except with Company's prior written consent.

Company may assign, transfer or delegate any of its rights and obligations hereunder without consent. Our licensors may be entitled to enforce this Agreement as third-party beneficiaries. There are no other third-party beneficiaries to this Agreement except, if applicable, a party to an applicable Benefit Agreement. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither



party has any authority of any kind to bind the other in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement 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.

22. Copyright and Trademark Notices

Unless otherwise indicated, this Agreement and all Content provided by Company are copyright ©IM Health. All rights reserved. IM Health is a trademark of Company. The names of actual companies and products mentioned at the Sites may be the trademarks of their respective owners.

23. Contact

You may contact Company at the following address:

IM Health
17 Pleasant St.
Milford, MA 01757
support@IMHealth.com

This Agreement is the complete and exclusive Agreement between the parties with respect to the Agreement's subject matter. This Agreement may only be modified by a written document executed by both parties. Any such modification will become part of this Agreement and will be governed by the terms and conditions of this Agreement.

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