

Trellus Health Customer Terms of Use

Effective Date: April 19, 2023

The following Customer Terms of Use constitute a legally binding agreement between you and Trellus Health, Inc. (“Trellus Health”) concerning your access to and use of the trellushealth.com site (“Site”) as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively and including the App, the “Site”) and in any case where these Customer Terms of Use are posted or referenced (collectively, the “Services”). These Customer Terms of Use, together with our **PRIVACY POLICY** and **ACCEPTABLE USE POLICY** (each of which are incorporated herein by reference, and collectively, this “Agreement”) govern your use of the Services, whether or not you have created an account.

BY USING OR OTHERWISE ACCESSING THE SITE AND/OR SERVICES AND/OR BY CREATING AN ACCOUNT WITH US, YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY ALL OF THESE CUSTOMER TERMS OF USE, INCLUDING THE INFORMATION PRACTICES DISCLOSED IN OUR PRIVACY POLICY AND THE USE RESTRICTIONS IN THE ACCEPTABLE USE POLICY. YOU ALSO AGREE TO RESOLVE ANY DISPUTE THAT YOU MAY HAVE WITH US OR THE SERVICES IN THE STATE OF NEW YORK. IF YOU DO NOT AGREE TO BE BOUND BY THESE CUSTOMER TERMS OF USE, THE PRIVACY POLICY OR THE ACCEPTABLE USE POLICY, YOU ARE NOT PERMITTED TO USE OR ACCESS THE SITE OR THE SERVICES IN ANY WAY. If you create an account or use the Services on behalf of an individual or entity other than yourself, you represent that you are authorized by such individual or entity to accept this Agreement on such individual’s or entity’s behalf.

Supplemental terms of use or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Customer Terms of Use at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these Customer Terms of Use and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Customer Terms of Use to stay informed of updates. You will be subject to, and will be deemed to have

been made aware of and to have accepted, the changes in any revised Customer Terms of Use by your continued use of the Site and/or Services after the date such revised Terms are posted.

1. ABOUT THE SITE

Portions of the Services can be viewed without a Trellus Health account and these Customer Terms of Use will govern regardless of whether you have an active account with us or not. To benefit from all of the Services we offer, you must create a Trellus Health account and provide certain basic information about yourself, which you authorize Trellus Health to use and disclose as described in our Privacy Policy.

You acknowledge that although some Content may be developed by healthcare professionals or considered part of best practice recommendations or standard of care guidance, the provision of such Content does not constitute an opinion, medical or nursing care, medical advice, diagnosis, or treatment. The Services are provided to assist you in communicating with doctors, or other healthcare specialists, professionals, providers, or organizations (collectively, "Healthcare Provider"). You acknowledge that all such Healthcare Providers are independent from Trellus Health, and Trellus Health does not employ, and is not responsible for, the actions of any such Healthcare Providers; and, accordingly, Trellus Health is not responsible for any medical or nursing advice, diagnosis, treatment or care you receive from any Healthcare Provider or any other healthcare professional or organization. "Content" means content, text, data, graphics, images, photographs, video, audio, information, suggestions, guidance, and other materials provided, made available or otherwise found through the Site and/or Services, including, without limitation, Content provided in direct response to your questions.

THE INFORMATION DISPLAYED ON OR ACCESSIBLE THROUGH THE SITE IS PROVIDED "AS IS," "AS AVAILABLE," AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING, BUT NOT LIMITED TO, THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). THE SERVICE MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. TRELUS HEALTH MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY OF THE SITE'S FUTURE OR CONTINUED AVAILABILITY, COMPATIBILITY, OR EXISTENCE. WE MAKE NO GUARANTEES,

REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY HEALTH INFORMATION, HEALTHCARE PROVIDER, PROFESSIONAL QUALIFICATIONS, EXPERTISE, QUALITY OF WORK, PRICE OR COST INFORMATION, OR ANY OTHER CONTENT AVAILABLE THROUGH THE SERVICES. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON ANY SUCH CONTENT. FURTHERMORE, WE DO NOT IN ANY WAY ENDORSE OR RECOMMEND ANY INDIVIDUAL OR ENTITY LISTED OR ACCESSIBLE THROUGH THE SERVICES.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

2. TRELUS HEALTH IS NOT A HEALTHCARE PROVIDER OR A HEALTHCARE SUPPLIER

The Content that you obtain or receive from Trellus Health, its employees, contractors, partners, sponsors, advertisers, licensors or otherwise through the Services, is for informational and communication purposes only. Trellus Health does not provide medical or nursing care, medical advice, clinical care, medical diagnoses or medical treatment of any kind.

NO INFORMATION PROVIDED BY US IS INTENDED AS A SUBSTITUTE FOR, NOR DOES IT CONSTITUTE OR REPLACE, PROFESSIONAL MEDICAL OR NURSING CARE MEDICAL ADVICE, CLINICAL CARE, DIAGNOSIS, OR TREATMENT. DO NOT DISREGARD, AVOID OR DELAY OBTAINING MEDICAL ADVICE FROM A QUALIFIED HEALTHCARE PROVIDER, UNDER ANY CIRCUMSTANCE. DO NOT USE THE SERVICES FOR EMERGENCY MEDICAL NEEDS. IF YOU EXPERIENCE A MEDICAL EMERGENCY, IMMEDIATELY CALL A HEALTHCARE PROFESSIONAL AND 911. YOUR USE OF THE CONTENT IS SOLELY AT YOUR OWN RISK. NOTHING STATED OR POSTED ON THE SITE OR AVAILABLE THROUGH ANY SERVICES IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICINE, NURSING, OR OTHER PROFESSIONAL HEALTHCARE ADVICE, OR THE PROVISION OF MEDICAL CARE. NOTHING STATED IN THESE CUSTOMER TERMS OF USE AND NOTHING STATED OR POSTED ON THE SITE OR AVAILABLE THROUGH ANY SERVICES IS INTENDED

TO BE, AND MUST NOT BE TAKEN TO BE A PROMISE OF GUARANTEE ABOUT THE OUTCOME OF ANY OF CUSTOMER'S TREATMENTS OR PROCEDURES FOR WHICH SERVICES ARE SOUGHT FOR AND RENDERED. TRELLUS HEALTH MAKES NO SUCH PROMISES OR GUARANTEES.

All options available on the Site, including without limitation, options related to the Healthcare Providers, are provided to you for informational purposes and we do not recommend or endorse any specific tests, Healthcare Providers, procedures, opinions, or other information that may appear through the Services. If you rely on any Content, you do so solely at your own risk.

3. CONTENT PROVIDED OR DEVELOPED BY THIRD PARTIES

Healthcare Provider developed or shared Content is intended for general reference purposes only. Neither the Site nor Trellus Health provides any advice about any particular Healthcare Provider content.

4. PRIVACY POLICY

Trellus Health reserves the right, and you authorize Trellus Health, to use and assign all information regarding your use of the Site and all information provided by you in any manner consistent with the Privacy Policy. The Privacy Policy, which may change from time to time without prior notice, is a part of these Customer Terms of Use. Please review the [Privacy Policy](#) carefully, as your use of the Services constitutes your agreement to it.

5. YOUR RESPONSIBILITIES

5.1 Your Account Username and Password

If you choose, or are provided with an account, a username, password, or any other piece of information as part of your use of the Site, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Site or portions of it using your username, password, or other security information. You should use caution when accessing your account from a public or

shared computer so that others are not able to view or record your password or other personal information.

Trellus Health has the right to disable any username, password, or other identifier, whether chosen by you or provided by Trellus Health, at any time in Trellus Health's sole discretion for any or no reason, including if, in Trellus Health's opinion, you have violated any provision of these Customer Terms of Use.

- **Your Responsibilities**

The Services are free to you, but you are still entirely responsible for your healthcare expenses. Usual, customary and any other charges for any medical or related services rendered by Healthcare Providers will be set by the Healthcare provider and will be entirely your responsibility. You are responsible for ensuring that all information that you provide to Trellus Health is accurate and up-to-date.

You are responsible for all use of the Site and/or Services, including the privacy and security of any account, usernames and passwords assigned to or created by you. You may only use the Site and the Services for lawful, non-commercial purposes. You may not use the Site in any manner that could damage, disable, overburden, or impair our servers or networks, or interfere with any other party's use and enjoyment of the Site or the Services. You may not attempt to gain unauthorized access to any of the Services, user accounts, or computer systems or networks, through hacking, password mining or any other means. You may not accumulate or index, directly or indirectly, any Content or portion of the Site and/or Services for any purpose whatsoever.

You must use the Site and/or Services in a manner consistent with the Acceptable Use Policy. Please review the Acceptable Use Policy carefully, as your use of the Site and/or Services constitutes your agreement.

In addition to our rights in these Customer Terms of Use, we may take any legal action and implement any technological measures to prevent violations of the restrictions hereunder and to enforce these Customer Terms of Use or our Acceptable Use Policy.

6. CHANGES TO THE SERVICES; NEW SERVICES

We may from time to time add new features to the Services, substitute a new service for one of the existing Services, or discontinue or suspend one of the existing Services. Under no circumstances will Trellus Health be liable for any suspension or discontinuation of any of the Services or portion thereof, and the use of new services will be governed by this Agreement.

7. LINKS TO OTHER WEBSITES

7.1 Linking to the Site

Hyperlinks to the Site may not state or imply any Trellus Health sponsorship or endorsement of another website, publication, or service. The Content may not be incorporated into another website, publication, or service without Trellus Health's prior written approval. You agree to cooperate with Trellus Health in causing any unauthorized framing or linking to stop immediately. Trellus Health reserves the right to withdraw linking permission without notice.

- **Links to Other Sites**

If the Site contains links to other sites and resources provided by third parties, these links are provided for your convenience only. Trellus Health has no control over the contents of those sites or resources and accepts no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Site, you do so entirely at your own risk.

TRELLUS HEALTH RESERVES THE RIGHT TO IMMEDIATELY REMOVE ANY MATERIAL THAT TRELLUS HEALTH BELIEVES IS OR MAY BE INFRINGING OR VIOLATING OF ANY THIRD-PARTY INTELLECTUAL PROPERTY OR OTHER RIGHTS OR IN VIOLATION OF FEDERAL, STATE, LOCAL OR FOREIGN LAWS AT ANYTIME, WITHOUT PRIOR NOTICE TO YOU. YOU FURTHER AGREE THAT TRELLUS HEALTH MAY TERMINATE YOUR ACCESS AND/OR ACCOUNT AT ANYTIME FOR ANY REASON WITHOUT NOTICE.

8. YOUR USE OF CONTENT

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, foreign jurisdictions, and international conventions. The Content and the Marks are provided on the Site “AS IS” for your information and personal use only. Except as expressly provided in these Customer Terms of Use, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission. Except as expressly provided herein, neither Trellus Health nor its licensors grant you any express or implied rights, and all rights in the Site and/or Services not expressly granted by Trellus Health to you are retained by Trellus Health.

We may incorporate third party software as part of certain of the Site and/or Services, including without limitation open source third party software. Your use of such third-party software is subject to any and all applicable additional terms of use governing such use provided by the third-party software provider. Where applicable, additional notices relating to the third-party software may be provided by us, which for example may contain attribution and disclaimer notices applicable to the third-party software.

9. MOBILE APPLICATION LICENSE

9.1 Use License

Trellushealth.com (the “App”) is a mobile application developed by Trellus Health. We grant you a revocable, non-exclusive, non-transferable, limited right to install and use the App on wireless electronic devices owned or controlled by you, and to access and use the App on such devices strictly in accordance with the terms of use of this mobile application license contained in these Customer Terms of Use. Please

read these Customer Terms of Use carefully before downloading or installing the App. You may only use this App pursuant to these Customer Terms of Use. By downloading, accessing, or otherwise using this App, you acknowledge that you have read, understood, and agree to be bound by these Customer Terms of Use. If you do not accept these Customer Terms of Use and do not wish to be bound by these Customer Terms of Use, do not download, install, or otherwise use the App. We reserve the right to make changes to these Customer Terms of Use at any time, without notice to you, by posting changes on the Site and or through the App. Check back from time to time to ensure you are aware of any updates or changes to these Terms.

- **Apple and Android Devices**

The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play (each an “App Distributor”) to access the Site and/or Services: (1) you and Trellus Health acknowledge that these Customer Terms of Use are concluded between you and Trellus Health only, not an App Distributor, and the license granted to you for the App is limited to a non-transferable license to use the App on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor’s terms of service; (2) we are responsible for providing any maintenance and support services with respect to the App as specified in the Customer Terms of Use of this mobile application license contained in these Customer Terms of Use or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the App; (3) in the event of any failure of the App to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the App, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the mobile application; (4) you acknowledge and agree that Trellus Health, and not an App Distributor, is responsible for addressing any claims you or any third party may have in relation to the App; (5) you acknowledge and agree that, in the event of any third party claim that the App or your possession and use of the App infringes a third party’s intellectual property rights, the App Developer will not be responsible for the

investigation, defense, settlement and discharge of any such infringement claim; (6) you represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a “terrorist supporting” country and (ii) you are not listed on any U.S. government list of prohibited or restricted parties; (7) you must comply with applicable third-party terms of agreement when using the App, e.g., if you have a VoIP application then you must not be in violation of their wireless data service agreement when using the App; and (8) you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms of use in this mobile application license contained in these Customer Terms of Use, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms of use in this mobile application license contained in these Customer Terms of Use against you as a third-party beneficiary thereof.

10. SITE MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Customer Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Customer Terms of Use, including without limitation, reporting such user to law enforcement authorities; and (3) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

11. DISCLAIMER

You acknowledge that we have no control over, and no duty to take any action regarding: (a) which users gain access to the Site and/or the Services, (b) what Content you access, (c) what effects the Content may have on you, (d) how you may interpret or use the Content, or (e) what actions you may take because of having been exposed to the Content. You release us from all liability for you having acquired or having not acquired, or your use of Content. We make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the Site and/or Services. We have no special relationship with or fiduciary duty to you. WE PROVIDE THE SERVICES “AS IS” AND “AS AVAILABLE.” WE MAKE NO EXPRESS OR IMPLIED WARRANTIES OR GUARANTEES ABOUT THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE HEREBY DISCLAIM ALL SUCH

WARRANTIES, INCLUDING ALL STATUTORY WARRANTIES, WITH RESPECT TO THE SERVICES AND THE SITE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES THAT THE SERVICES ARE MERCHANTABLE, OF SATISFACTORY QUALITY, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE EFFECTIVE, RELIABLE OR ACCURATE OR WILL MEET YOUR REQUIREMENTS. WE ARE NOT RESPONSIBLE FOR THE ACCURACY, RELIABILITY, TIMELINESS OR COMPLETENESS OF INFORMATION PROVIDED BY USERS OF THE SERVICES OR ANY OTHER DATA OR INFORMATION PROVIDED OR RECEIVED THROUGH THE SERVICES. TRELUS HEALTH MAKES NO WARRANTIES ABOUT THE INFORMATION SYSTEMS, SOFTWARE AND FUNCTIONS MADE ACCESSIBLE THROUGH THE SERVICES OR ANY OTHER SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION. TRELUS HEALTH DOES NOT WARRANT THAT THE SITE OR THE SERVICES WILL OPERATE ERROR-FREE, BUG-FREE OR FREE FROM DEFECTS, THAT LOSS OF DATA WILL NOT OCCUR, OR THAT THE SERVICES, SOFTWARE OR SITE ARE FREE OF COMPUTER VIRUSES, CONTAMINANTS OR OTHER HARMFUL ITEMS.

12. GENERAL LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, UNDER NO CIRCUMSTANCES WILL TRELUS HEALTH BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE OR OTHER INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFITS, REVENUES, DATA OR COMPENSATION THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SERVICE OR SITE, EVEN IF TRELUS HEALTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION OF DAMAGES SET FORTH ABOVE IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN TRELUS HEALTH AND YOU. THIS SITE AND THE CONTENT DISPLAYED ON OR ACCESSIBLE THROUGH THE SITE WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM TRELUS HEALTH THROUGH THE SITE WILL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THESE CUSTOMER TERMS OF USE. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. IN NO EVENT WILL TRELUS HEALTH'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND KNOWN AND UNKNOWN CAUSES

OF ACTION RESULTING FROM YOUR USE OF THE SERVICE OR SITE, WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE, EXCEED U.S. \$100 OR THE LOWEST AMOUNT PERMITTED UNDER APPLICABLE LAW.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE YOUR RIGHTS WITH RESPECT TO CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

13. TERMINATION

We may terminate, suspend and/or deactivate your account at any time, without notice, if there has been a violation of this Agreement or other policies and terms posted on the Site or through the Services by you or by someone using your account information. We may also terminate, suspend, or deactivate your account for any other reason, including inactivity for an extended period. Trellus Health shall not be liable to you or any third party for any termination, suspension, or deactivation of your access to the Site and/or the Services. Further, you agree not to attempt to use the Site and/or the Services after any such termination, suspension, or deactivation (provided, in the case of deactivation due exclusively to your inactivity, you may be permitted to reactivate your account or create another account). Sections 1, 2, 3, 4, 6, 8, 10, 11, 12, 13, 14, 15, and 16 shall survive any termination or expiration of these Terms of Use.

14. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

We cannot and do not guarantee the Site will be always available. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Customer Terms of Use will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

15. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Trellus Health, its affiliates, licensors, and service providers, and its owners, officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Customer Terms of Use or your use of the Site, including, but not limited to, your Posted Information, any use of the Site other than as expressly authorized in these Customer Terms of Use or your use of any information obtained from the Site.

16. MISCELLANEOUS

16.1 Electronic Contracting

Your affirmative act of using the Site and/or Services constitutes your electronic signature to this Agreement, which includes our Privacy Policy and Acceptable Use Policy, and your consent to enter into such agreements with us electronically.

16.2 Changes to These Customers Terms of Use

We may change these Customer Terms of Use and the other documents that are part of the Agreement at any time, as we deem appropriate. Upon any such change, we will post the amended terms on the

Site. Your continued use of the Site and/or the Services following such posting shall constitute your affirmative acknowledgement of the Customer Terms of Use or other applicable Agreement document, the modification, and agreement to abide and be bound by the Customer Terms of Use or other applicable Agreement document, as amended. We encourage you to periodically review these Customer Terms of Use and the Agreement. IF AT ANY TIME YOU CHOOSE NOT TO ACCEPT THESE CUSTOMER TERMS OF USE OR THE AGREEMENT, INCLUDING FOLLOWING ANY SUCH MODIFICATIONS HERETO, THEN YOU MUST STOP USING THE SITE AND THE SERVICES.

16.3 Choice of Law

Any legal action of whatever nature brought by either you or us (collectively, the “Parties” and individually, a “Party”) shall be commenced or prosecuted in the state and federal courts located in New York, New York, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these Customer Terms of Use. In no event shall any claim, action, or proceeding brought by either Party related in any way to the Site be commenced more than 1 year after the cause of action arose.

16.4 Dispute Resolution - Important - Please Review as this Affects your Legal Rights

a. Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Customer Terms of Use (each a “Dispute” and collectively, the “Disputes”) brought by either you or us (individually, a “Party” and collectively, the “Parties”), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least 60 days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

b. Binding Arbitration

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. YOU UNDERSTAND THAT BY AGREEING TO THIS PROVISION YOU GIVE UP THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website www.adr.org. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in New York, New York. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in New York, New York, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction in such state and federal courts.

Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these Customer Terms of Use.

In no event shall any Dispute brought by either Party related in any way to the Site be commenced more than one (1) year after the cause of action arose. If this provision is found to

be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

c. **Restrictions**

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

16.5 Headings

The headings of the sections of this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret, or construe the meaning, scope or intent of this Agreement or any terms or conditions therein.

16.6 Assignment

We may assign this Agreement at any time, including, without limitation, to any parent, subsidiary, or any affiliated company, or as part of the sale to, merger with, or other transfer of our company to another entity. You may not assign, transfer, or sublicense this Agreement to anyone else and any attempt to do so in violation of this section shall be null and void.

16.7 Eligibility

You must be 14 years of age or over, or the legal age to form a binding contract in your jurisdiction if that age is greater than 14 years of age, to create an account with us or use the Site and the Services. If you do not qualify under these Customer Terms of Use or cannot comply with the Acceptable Use Policy, do

not use the Site and/or Services. Use of the Site and/or Services is void where prohibited by applicable law, and the right to access the Site and/or Services is revoked in such jurisdictions. By using the Site and/or Services, you represent and warrant that you have the right, authority, and capacity to enter into these Customer Terms of Use. The Site is administered in the U.S. and intended for U.S. users; any use outside of the U.S. is at the user's own risk and Trellus Health is not liable for any injury resulting therefrom, or for any other injury resulting or arising from, or related to, the use of the Site or Services whatsoever. Users are responsible for compliance with any local, state, or federal laws applicable to their use of the Services or the Site.

16.8 Electronic Communications

a. SMS/Text/Video Communications

We may send or have communications to you and with you on your mobile telephone by SMS or text message or video. Message and data rates from your mobile telephone service provider may apply and are subject to the terms of use imposed by your mobile phone provider.

b. Email Communications

Even though Trellus Health does not provide medical or nursing care, clinical care, medical advice, diagnosis, or treatment Trellus Health provides a HIPAA compliant, secure member messaging system through the TrellusElevate platform (trellushealth.com). We encourage all members to utilize this platform for communicating with your care team, as it is the most secure way of communicating. The care team will primarily communicate with you through the platform, and you will receive emails notifying you to check your portal for communication. However we understand that certain situations may arise where email may be utilized.

RISK OF USING EMAIL

- E-mail can be circulated, forwarded, and stored in numerous papers and electronic files. E-mail can be immediately broadcast worldwide and be received by many intended and unintended recipients.
- E-mail senders can easily misaddress an e-mail, or e-mail may inadvertently be delivered to a spam folder or unintended mailbox.

- E-mail is easier to falsify than handwritten or signed documents.
- Backup copies of e-mail may exist even after the sender, or the recipient has deleted his or her copy.
- Employers and on-line services have the right to archive and inspect e-mails transmitted through their systems.
- E-mail can be intercepted, altered, forwarded, or used without authorization or detection. E-mail can be used to introduce viruses into computer systems.
- E-mail can be used as evidence in court.

INSTRUCTIONS

To communicate by e-mail, the member shall:

- Limit or avoid use of his/her employer's computer.
- Inform Trellus Health of changes in his/her e-mail address.
- Put the member's first name only in the body of the e-mail.
- Include the category of the communication in the e-mail's subject line, for routing purposes (e.g., billing question).
- Review the e-mail to make sure it is clear and that all relevant information is provided before sending.
- Take precautions to preserve the confidentiality of e-mail, such as using screen savers and safeguarding his/her computer password.
- Withdraw consent only via written communication to Trellus Health
- The member should not use e-mail for communication regarding sensitive medical information, such as information regarding sexually transmitted diseases, AIDS/HIV, mental health, developmental disability, or substance abuse.

17. ENTIRE AGREEMENT

These Customer Terms of Use and any policies or operating rules posted by us on the Site constitute the entire agreement and understanding between you and Trellus Health. Our failure to exercise or enforce any right or provision of these Customer Terms of Use shall not operate as a waiver of such right or



provision. These Customer Terms of Use fully operate permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Customer Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Customer Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment, or agency relationship created between you and us as a result of these Customer Terms of Use or use of the Site. You agree that these Customer Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive all defenses you may have based on the electronic form of these Customer Terms of Use and the lack of signing by the parties hereto to execute these Customer Terms of Use.