



Terms and Conditions

The following Terms of Website (these “Terms”) are a legally binding contract governing your use of the CareTalk Health website (the “Site”), our mobile applications, if applicable (the “Mobile Software”), and any and all related websites, networks, embeddable widgets, downloadable software, mobile applications (including tablet applications), and other Websites, information, materials, devices and products (collectively, our “Website”) that are provided to you by CareTalk Health (collectively “CTH”). PLEASE READ THESE TERMS CAREFULLY. BY USING THE WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS, AS MODIFIED OR AMENDED BY CTH FROM TIME TO TIME, AND TO THE COLLECTION AND USE OF YOUR INFORMATION AS SET FORTH IN CTH’S PRIVACY POLICY. If you are not eligible to use the Website as described herein, or do not agree to these Terms, then you do not have our permission to use the Website.

You acknowledge and agree that, as provided in greater detail in these Terms:

- **OUR WEBSITE IS NOT INTENDED FOR EMERGENCY SITUATIONS. IN THE EVENT OF A MEDICAL EMERGENCY, PLEASE CALL 911 OR APPROPRIATE EMERGENCY RESPONDERS.**
- CTH may make unilateral modifications to these Terms.
- The Mobile Software, if deployed for Websites offered to you by us, is licensed, not sold to you, and you may use the Website only as set forth in these Terms.
- Your use of the Website may be subject to separate third-party terms of Website and fees, including, without limitation, the terms of Website and data, SMS, MMS, and other fees of your mobile network operator (the “Carrier”), which are your sole responsibility.
- The Website is provided “as is” without warranties of any kind and CTH’s liability to you is limited.
- Binding Arbitration: These Terms provide that all disputes between you and CTH will be resolved by BINDING ARBITRATION. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract, except for matters that may be taken to small claims court. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury, and your claims cannot be brought as a class action. Please review the “Dispute Resolution and Arbitration” in Section 20 for the details regarding your agreement to arbitrate any disputes with CTH.

Full Terms

1. Use of Our Website.

1. **Eligibility.** This is a contract between you and CTH. By accepting these Terms, you represent and warrant to us that: (i) you are at least eighteen (18) years of age; (ii) you

have not previously been suspended or removed from the Website; (iii) your registration and your use of the Website is in compliance with all applicable laws and regulations; and (iv) you are physically located in the United States and within a jurisdiction in which we offer our Website. If you are using the Website on behalf of an entity, organization, or company, you represent and warrant that you are an authorized representative of the entity and that you have the authority to bind that organization to these Terms and you agree to be bound by these Terms on behalf of that organization.

- 2. Accounts and Registration.** Subject to your eligibility to use the Website and compliance with these Terms, you may access the Website. Some features of the Website may be available without registration; however, to access most features of the Website, you may have to register for an account. If you open an account on behalf of a company, organization, or other entity, then “you” includes you and that entity. When you register, you will be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password. You agree to accept responsibility for all activities that occur under your account. If you have reason to believe that your account is no longer secure, then you must immediately notify us at Info@caretalkhealth.com. Furthermore, CTH reserves the right to take any and all action, as it deems necessary, regarding the security of our Website and your account and password information. Under no circumstances shall any of CTH or its officers, directors, employees, consultants, subsidiaries, agents, and affiliated individuals or entities be held liable to you for any liabilities or damages resulting from your failure to comply with these Terms, including any failure by you to keep your account and password or other information secure.

- 3. Rights and Responsibilities.**

WHEN USING THE WEBSITE, YOU HAVE THE RIGHT:

- to be treated with respect, consideration, and recognition of client/member dignity and individuality;
- to receive considerate, respectful and compassionate Website regardless of your age, gender, race, national origin, religion, sexual orientation, gender identity, or disabilities; to be free from mistreatment, neglect, or verbal, mental, sexual, and physical abuse, including injuries of unknown source, and misappropriation of client/member property;
- to receive information about the Websites, staff qualifications, any changes to the CTH Program and any potential risks for discontinuing the CTH Program;
- to voice grievances/complaints, via the contact information listed below, regarding recommend changes in policy, personnel, or Website without restraint, interference, coercion, discrimination, or reprisal and without fear of termination of Websites; and
- to be notified of contact information: for CTH Member Support at Info@caretalkhealth.com.

- 7. Prohibited Conduct.**

BY USING THE WEBSITE, YOU AGREE NOT TO:

- use the Website for any illegal purpose or in violation of any applicable law or regulation, including, without limitation, any local, state, national, or international law;
- violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third-party intellectual property or privacy right;
- post, upload, or distribute any User Content as defined in Section 7 (User Content) or other content that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate;
- interfere with security-related features of the Website, including by: (a) disabling or circumventing features that prevent or limit use or copying of any content; or (b) reverse engineering or otherwise attempting to discover the source code of any portion of the Website except to the extent that the activity is expressly permitted by applicable law;
- interfere with the operation of the Website or any user's enjoyment of the Website, including by: (a) uploading or otherwise disseminating virus, adware, spyware, worm, or other malicious code; (b) making any unsolicited offer or advertisement to another user of the Website; (c) attempting to collect personal information about another user or third party without consent; (d) interfering with or disrupting any network, equipment, or server connected to or used to provide the Website; (e) violating any regulation, policy, or procedure of any network, equipment, or server; or (f) manipulating or otherwise displaying the Website by using framing, mirroring or similar navigational technology;
- perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, accessing any other Website account without permission, or falsifying your age or date of birth or any other information provided or submitted to the Website;
- sell or otherwise transfer the access granted under these Terms or any CTH Materials; or
- attempt to do any of the acts described in this Section 1(f) or assist or permit any person in engaging in any of the acts described in this Section 1(f).

2. Mobile Software

1. **Mobile Software and Equipment.** We may make our Mobile Software available to access the Website via a mobile device. To use the Mobile Software, you must have a mobile device that is compatible with the Mobile Software. CTH does not provide you with equipment to use the Mobile Software and does not warrant that the Mobile Software will be compatible with your mobile device. You may use mobile data in connection with the Mobile Software and may incur additional charges from your Carrier for these Websites. You are responsible for complying with any third-party terms of Website and paying all fees charged by third parties to access and use the Mobile Software, including, without limitation, the payment of all applicable fees associated with any Carrier Website plan you use in connection with your use of the Website (such as data, SMS, MMS, roaming, and other applicable fees charged by the Carrier). CTH hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Software on mobile devices owned or leased solely by you, and in accordance with the

features made available to you. You may not: (a) modify, disassemble, decompile or reverse engineer the Mobile Software, except to the extent that such restriction is expressly prohibited by law; (b) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Software to any third party or use the Mobile Software to provide time sharing or similar Websites for any third party; (c) make any copies of the Mobile Software; (d) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Software, features that prevent or restrict use or copying of any content accessible through the Mobile Software, or features that enforce limitations on use of the Mobile Software; or (e) delete the copyright and other proprietary rights notices on the Mobile Software. You acknowledge that CTH may from time-to-time issue upgraded versions of the Mobile Software, and may automatically electronically upgrade the version of the Mobile Software that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that the terms and conditions of these Terms will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Software is covered by the applicable open source or third-party license, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Software or any copy thereof, and CTH or its third-party partners or suppliers retain all rights, title, and interest in the Mobile Software (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in these Terms, is void and unenforceable. CTH reserves all rights not expressly granted under these Terms. If the Mobile Software is being acquired on behalf of the United States Government, then the following provision applies. The Mobile Software will be deemed to be “commercial computer software” and “commercial computer software documentation,” respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, reproduction, release, performance, display or disclosure of the Website and any accompanying documentation by the U.S. Government will be governed solely by these Terms and is prohibited except to the extent expressly permitted by these Terms. The Mobile Software originates in the United States and is subject to United States export laws and regulations. The Mobile Software may not be exported or re-exported to certain countries, or those persons or entities prohibited from receiving exports from the United States. In addition, the Mobile Software may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the Mobile Software and the Website.

2. Enrollment in CTH’s SMS or Text Messaging Websites, if available. **BY ENROLLING IN CTH’S SMS/TEXT MESSAGE WEBSITE YOU ARE AGREEING TO THE DISPUTES, ARBITRATION, AND CLASS ACTION WAIVER OF THIS AGREEMENT AS WELL AS THE REST OF THE TERMS HEREIN, INCLUDING THE LIMITATION OF LIABILITY.** We offer you the chance to enroll to receive SMS/text messages from CTH regarding account- related alerts, reminders, and messages. If available, by enrolling in CTH’s SMS/text messaging Website, you agree to receive text messages from CTH to your mobile phone number provided, and you certify that your mobile number provided is true and accurate and that you are authorized to enroll the designated mobile number to receive such text messages. You acknowledge and agree that the text messages may be sent using an automatic telephone dialing system

and that standard message and data rates apply. Message frequency varies. To unsubscribe from text messages at any time, reply STOP to the text message you received. You consent that following such a request to unsubscribe, you may receive one final text message from CTH confirming your request. For help under this section, contact us at info@caretalkhealth.com. Our Privacy Policy applies to text message marketing programs.

3. Mobile Software provided from the App Store by Apple. The following applies to any Mobile Software you acquire from the App Store (“App Store-Sourced Software”): **You acknowledge and agree that these Terms are solely between you and CTH, not Apple, and that Apple has no responsibility for the App Store-Sourced Software or content thereof. Your use of the App Store- Sourced Software must comply with the App Store Terms of Website. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support Websites with respect to the App Store-Sourced Software. In the event of any failure of the App Store-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms and any law applicable to CTH as provider of the software.** You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the App Store-Sourced Software or your possession and/or use of the App Store-Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store- Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by these Terms and any law applicable to CTH as provider of the software. You acknowledge that, in the event of any third-party claim that the App Store-Sourced Software or your possession and use of that App Store-Sourced Software infringes that third-party’s intellectual property rights, CTH, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms. You and CTH acknowledge and agree that Apple, and Apple’s subsidiaries, are third-party beneficiaries to these Terms as relates to your license of the App Store-Sourced Software, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as they relate to your license of the App Store-Sourced Software against you as a third- party beneficiary thereof.
4. Mobile Software provided from Google Play Store. The following applies to any Mobile Software you acquire from the Google Play Store (“Google-Sourced Software”): (i) you acknowledge that these Terms are between you and CTH only, and not with Google, Inc. (“Google”); (ii) your use of Google- Sourced Software must comply with Google’s then-current Google Play Store Terms of Website; (iii) Google is only a provider of the Google Play Store where you obtained the Google-Sourced Software; (iv) CTH, and not Google, is

solely responsible for its Google-Sourced Software; (v) **Google has no obligation or liability to you with respect to Google-Sourced Software or these Terms**; and (vi) you acknowledge and agree that Google is a third-party beneficiary to these Terms as it relates to CTH's Google-Sourced Software.

5. **WE DISCLAIM ALL WARRANTIES RELATED TO ANY MOBILE SOFTWARE.** However, in the event that the Mobile Software fails to conform to any applicable warranty that we cannot disclaim according to applicable law, you may have the right to notify the App Store by Apple, or Google Play Store as relevant, which may refund the purchase price for the Mobile Software. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THE APP STORE BY APPLE, OR THE GOOGLE PLAY STORE WILL HAVE ANY OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE MOBILE SOFTWARE, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY IS OUR RESPONSIBILITY.

3. Privacy Policy.

CTH understands the importance of confidentiality and privacy regarding your information. Please see our Privacy Policy at www.caretalkcares.com for a description of how we may collect, use and disclose your personal information. By accepting these Terms, in addition to any other applicable privacy notices, you acknowledge and agree that you have read and understand our Privacy Policy.

4. Pricing, Charges, and Payment Terms.

1. **Pricing and Payment Terms.** If you are a provider or patient, the pricing and payment terms are between the provider and CTH and such terms are set forth in a separate agreement between the provider and CTH ("Covered Fees").
2. **Pricing and Payment Terms.** If you elect to use paid aspects of the Website, you agree to the pricing and payment terms as set forth in your account or made available to you online. CTH may add new Websites for additional fees and charges and add or amend fees and charges for existing Websites. Any change to our pricing or payment terms shall become effective in the billing cycle following notice of such change to you as provided in these Terms.

If you pay for any part of the Website by credit card, you hereby authorize CTH, or a third party appointed by CTH, to bill and charge the credit card indicated in your registration information for any fees and other amounts that may become due and payable and by using our Website you agree to be bound by the Terms of the third-party payment processor appointed by CTH.

3. **Refunds.** Once Websites are rendered you shall not be entitled to a Refund. You may cancel your request for Website or account within fourteen (14) calendar days after

registering for the Website and you may receive a refund for the Websites for which you paid (the “Refund Period”) and that have not been delivered by us to you. All refunds will be sent by check and will be processed within four to six (4 – 6) weeks of your request. To request a refund within the Refund Period, you must email info@caretalkhealth.com, include in the subject line: Request for Refund, and include a mailing address where a refund check can be mailed. You may cancel your account as set forth in these Terms, however there are no refunds for cancellation besides those described herein under the Refund Period. In the event that we suspend or terminate your account or these Terms, you understand and agree that you shall receive no refund.

5. Access and Connectivity.

You are responsible for providing and maintaining, at your own risk, option and expense, appropriate software and hardware capabilities (consistent with any technical, quality or other requirements described in the Website) to enable use of the Website. CTH reserves the right to change the access configuration, including any software, hardware or other requirements of the Website at any time without prior notice.

6. Digital Millennium Copyright Act.

DMCA Notification. *If applicable*, we comply with the provisions of the Digital Millennium Copyright Act applicable to Internet Website providers (17 U.S.C. §512, as amended). If you have an intellectual property rights-related complaint about material posted on the Website, you may contact our Designated Agent at the following address: CareTalk Health, 4849 Rugby Avenue, Bethesda, MN 20814, and info@caretalkhealth.com.

Any notice alleging that materials hosted by or distributed through the Website infringe intellectual property rights must include the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
- a description of the copyright-protected work or other intellectual property right that you claim has been infringed;
- a description of the material that you claim is infringing and where it is located on the Website;
- your address, telephone number, and email address;
- a statement by you that you have a good-faith belief that the use of those materials on the Website is not authorized by the copyright owner, its agent, or the law; and
- a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner’s behalf.

7. Third-Party Websites and Linked Websites.

The Website may also allow you to display, use, include or make available content, data, information, applications or materials from third parties, including, without limitation, content, data, information, applications or materials provided by CTH and its other platforms and applications as well as third-party applications with which CTH has a relationship with under its business model(s) (“Third Party Materials”). By requesting an import of Third-Party Materials, you agree that we may import that information from the applicable third-party Website. CTH may also provide tools through the Website that enable you to export information, including contemplated Website Products, to third-party Websites. By requesting an export of information, including Provider Content, to third-party Websites, you agree that we may export that information to the applicable third-party Website. Third-party Websites are not under our control, and we are not responsible for any third-party Website’s use of information you provide or information you export or disclose. When you use any Third Party Materials or third-party Websites, you do so at your own risk and you understand and agree that you are solely responsible for reading, understanding, and complying with any terms of use and/or privacy policies that apply to such third parties, including, without limitation, CTH Terms of Use and Privacy Policy. The Website may also contain links to third-party websites. Linked websites are not under our control, and we are not responsible for their content. CTH is not responsible or liable for the availability, reliability, content, functions, accuracy, legality, appropriateness, Websites, materials or any other aspect of such Third Party Materials or third-party websites that link to or from the Website or are otherwise referenced in the Website. CTH also does not accept any responsibility for technical failures or for unauthorized access of user transmissions by any third parties. If you choose to use Third Party Materials and third-party websites together with the Website, such use is entirely at your discretion and risk.

8. Termination of Use; Discontinuation and Modification of the Website.

If you violate any provision of these Terms, your permission from us to use the Website will terminate automatically. In addition, CTH may in its sole discretion terminate your user account on the Website or suspend or terminate your access to the Website at any time, with or without notice. We also reserve the right to modify or discontinue the Website at any time (including by limiting or discontinuing certain features of the Website) without notice to you. We will have no liability whatsoever on account of any change to the Website or any suspension or termination of your access to or use of the Website. You may terminate your account at any time by contacting customer Website at info@caretalkhealth.com. If you terminate your account, you remain obligated to pay all outstanding fees, if any, relating to your use of the Website incurred prior to termination.

9. Additional Terms.

Your use of the Website is subject to all additional terms, policies, rules, or guidelines applicable to the Website or certain features of the Website that we may post on or link to from the Website (the “Additional Terms”), such as end-user license agreements for any downloadable software applications, or rules that are applicable to a particular feature or content on the

Website. All Additional Terms are incorporated by this reference into, and made a part of, these Terms.

10. Modification of these Terms.

We reserve the right, at our sole discretion, to change or update these Terms from time to time. Please check these Terms periodically for changes or updates. Modifications are effective upon publication. Your continued use of the Website after any such change or update constitutes your acceptance of the new Terms. If you do not agree to any of these Terms or any future Terms, do not use or access (or continue to access) the Website.

11. Ownership; Proprietary Rights.

The Website is owned and operated by CTH. The visual interfaces, graphics, names, logos, marks, content (other than User Content), design, compilation, information, data, computer code (including source code or object code), products, software, Websites, and all other elements of the Website ("CTH Materials") provided by CTH are protected by intellectual property and other laws. All CTH Materials contained in the Website and all trademarks, Website marks, copyrights and any and all other intellectual property rights and proprietary material related thereto are, and will remain, the exclusive property of CTH or our third-party licensors. Except as expressly authorized by CTH, you may not make use of CTH Materials. CTH reserves all rights to CTH Materials not granted expressly in these Terms.

12. Materials on Site Not Professional Advice.

Materials available on this Site including all data, information, text, graphics, links, and other material made available to you on this Site are provided as a convenience to our Site visitors. The information provided on this Site is for general informational and educational purposes only. You should not consider content on the Site to be the provision or practice of medical or professional health care advice or Websites. The materials provided on our Site are not intended to serve as medical or other professional advice.

13. Indemnity.

You agree that you will be responsible for your use of the Website, and you agree to defend and indemnify the CTH Entities from and against every claim, liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or in any way connected with: (a) your access to, use of, or alleged use of, the Website; (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms or any applicable law or regulation; (c) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (d) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of that claim.

14. Non-Secure Communications.

CTH is required to comply with the federal healthcare privacy and security laws and maintain safeguards to protect the security of health information. Information provided to during a medical consultation is legally confidential, except for certain legal exceptions as more fully described in our Notice of Privacy Practices. We devote considerable effort toward securing personal information. Information regarding our use of health and other personal information is provided in our Online Privacy Policy, _____ . As part of providing the Websites, we will communicate to you via email and text message, including, without limitation, if you have enrolled in CTH's SMS or Text Messaging Websites as set forth in Section 2. Email and text messages are not secure methods of communication and CTH cannot ensure the security or confidentiality of messages sent by email and/or text message. Information, including personal health information, transmitted by email or text message is not encrypted and could be read by a third party. If you would prefer not to exchange personal health information via email or text message, please notify us at info@caretalkhealth.com Re.: Secure Communications.

15. Disclaimers; No Warranties.

- 1. THE WEBSITE DOES NOT PROVIDE ACCESS TO EMERGENCY CARE. IF YOUR PATIENTS HAVE A MEDICAL EMERGENCY, CALL 911 (OR THE EQUIVALENT CONTACT NUMBER FOR EMERGENCY WEBSITES IN YOUR REGION) IMMEDIATELY.**
- 2. THE WEBSITE AND ALL CTH MATERIALS AND CONTENT AVAILABLE THROUGH THE WEBSITE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE EXTENT ALLOWED BY LAW, THE CTH ENTITIES DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE WEBSITE AND ALL CTH MATERIALS AND CONTENT AVAILABLE THROUGH THE WEBSITE, INCLUDING: (i) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON- INFRINGEMENT; AND (ii) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. THE CTH ENTITIES DO NOT WARRANT THAT THE WEBSITE OR ANY PORTION OF THE WEBSITE, OR ANY CTH MATERIALS OR CONTENT OFFERED THROUGH THE WEBSITE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.**
- 3. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE WEBSITE OR ANY CTH MATERIALS OR CONTENT AVAILABLE THROUGH THE WEBSITE WILL CREATE ANY WARRANTY REGARDING ANY OF THE CTH ENTITIES OR THE WEBSITE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. YOU ASSUME ALL RISK FOR ANY DAMAGE THAT MAY RESULT FROM YOUR ACCESS TO, USE OR MISUSE OF, OR INABILITY TO USE THE WEBSITE, YOUR DEALING WITH ANY OTHER WEBSITE USER, AND ANY CTH MATERIALS OR CONTENT AVAILABLE THROUGH THE WEBSITE. YOU UNDERSTAND AND**

AGREE THAT YOU USE THE WEBSITE, AND ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN CTH MATERIALS OR CONTENT THROUGH THE WEBSITE AND ANY ASSOCIATED SITES OR WEBSITES, AT YOUR OWN DISCRETION AND RISK, AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE WEBSITE), OR THE LOSS OF DATA THAT RESULTS FROM THE USE OF THE WEBSITE OR THE DOWNLOAD OR USE OF THAT MATERIAL OR CONTENT.

- 4. SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. TO THE EXTENT THAT WE MAY NOT DISCLAIM ANY IMPLIED WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED BY LAW.**

16. Limitation of Liability.

- 1. IN NO EVENT WILL CTH BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE WEBSITE OR ANY CTH MATERIALS OR CONTENT ON THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY CTH ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.**
- 2. YOU AGREE THAT THE AGGREGATE LIABILITY OF CTH TO YOU, FOR ALL CLAIMS ARISING OUT OF, OR RELATING TO, THE USE OF OR ANY INABILITY TO USE, ANY PORTION OF THE WEBSITE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL BE THE MINIMUM PERMITTED BY LAW. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS UNDER THESE TERMS BETWEEN THE PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 18 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.**

17. Governing Law.

These Terms are governed by the laws of the State of Florida without regard to conflict of law principles. If a lawsuit or court proceeding is permitted under these Terms, you and CTH agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Miami, Florida for the purpose of litigating any dispute. We operate the Website from our offices in Florida, and we make no representation that CTH Materials included in the Website are appropriate or available for use in other locations.

18. General.

These Terms, and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and CTH regarding your use of the Website. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect. Upon termination of these Terms, any provision that by its nature or express terms should survive, will survive.

19. Dispute Resolution and Arbitration.

- 1. Generally.** In the interest of resolving disputes between you and any CTH Entity in the most expedient and cost-effective manner, you and each CTH Entity agree that every dispute arising in connection with these Terms will be resolved by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Our agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. **YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND EACH CTH ENTITY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.**
- 2. Arbitrator.** Any arbitration between you and any CTH Entity will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting CTH.
- 3. Notice; Process.** A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail or Federal Express (signature required), or if we do not have a physical address on file for you, by electronic mail ("Notice"). The address for Notice to any CTH Entity is: CTH, 2701 S. Le Jeune Road, 10th Floor, Coral Gables, Florida 33134. The Notice must: (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought ("Demand"). We agree to use good faith

efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the Notice is received, you or CTH may commence arbitration proceedings. The parties shall have the ability to take discovery on and exchange relevant information, on a confidential basis, about the dispute. During the arbitration, the amount of any settlement offer made by you or CTH must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If our dispute is finally resolved through arbitration in your favor, CTH will pay you the highest of the following: (i) the amount awarded by the arbitrator, if any; or (ii) the last written settlement amount offered by CTH in settlement of the dispute prior to the arbitrator's award. Except as required to comply with law or other requirements, the arbitration proceedings, filings and outcome shall be confidential.

4. **Fees.** If you commence arbitration in accordance with these Terms, CTH will reimburse you for your payment of the filing fee, unless your claim is for more than one thousand U.S. Dollars (USD \$1,000), in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in Miami, Florida. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse CTH for all monies previously disbursed by any CTH Entity that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.
5. **No Class Actions. YOU AND CTH AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and CTH agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.
6. **Modifications.** If CTH makes any future change to this arbitration provision (other than a change to CTH's address for Notice), you may reject the change by sending us written notice within 30 days of the change to CME's address for Notice, in which case your account with CTH will be immediately terminated and this arbitration provision, as in effect immediately prior to the amendments you reject will survive.
7. **Enforceability.** If the entirety of this Section 20 is found to be unenforceable, then the entirety of this Section 20 will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described in Section 18 will govern any action arising out of or related to these Terms.

8. **Contact Information.** The Website is offered by CTH. You may contact us by sending correspondence to that address or by emailing us at info@Caretalkhealth.com

20. Notice to California Residents.

The Websites offered by CTH on this platform do not contemplate consumer access and/or use. If consumer use access does get included at some point within the Websites offered by CTH, then if you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Websites of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Website or to receive further information regarding use of the Website.