

## Terms of Service

Welcome to the YourHealth application. We believe that the individual should be able to control and manage their health and wellness. The YourHealth application can help you accomplish this. We are excited to have you part of this journey.

These YourHealth Terms of Service (“Terms”) are an agreement between you (herein referred to as “you”) and YourHealth Data Corp Inc. (“YourHealth” or “we”) and governs your access and use of the YourHealth applications and its associated materials and services (the “Services”). Any personal data you submit to us or which we collect about you is governed by our Privacy Policy (“Privacy Policy”), available at <https://www.yourhealth.app/privacy-policy>. You acknowledge that by using the Services, you have reviewed the Privacy Policy. The Privacy Policy is incorporated by reference into these Terms of Service and together form and are hereinafter referred to as this “Agreement.”

These Terms outline what you need to know:

### **1. How to get started. Account and Profile Creation**

- a. In order to gain access to the YourHealth Services, you must first create an account with your email address and your user-created password.
- b. Upon authentication of your email address, you can now create your profile. By creating a profile, you agree to our TOS and Privacy policies. Click on the Terms of Service button to confirm your consent. We may use your name and contact information that you provide during Account and Profile registration to contact you in accordance with our <http://yourhealth.app/privacy> which may include but is not limited to informing you about updates to the application, other services available, or other communication that we deem fit.
- c. Once you have fully registered (Account and Profile), you will have access to the full set of features of the YourHealth application that you have selected and paid for.
- d. You will not misrepresent yourself, your identity, nor share your identity with others.
- e. You agree that we may monitor your use of the application and its associated service to ensure quality, improve YourHealth products and services, and verify your compliance with these Terms.

### **2. Taking control of your health and wellness with the YourHealth application and associated services.**

- a. Subject to your acceptance of these Terms, YourHealth grants to you a non-exclusive, non-transferable, personal, revocable, limited license to use the Services for your personal, non-commercial use, provided that you do not

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remove or obscure any copyright notice, trademark notice, or other proprietary rights notices displayed on or in conjunction with the Services. You agree not to use the Services for any other purpose, or to copy or distribute the content of the Services, except as expressly permitted by these Terms. You also agree that you have no right to access, view, or alter any source code or object code of YourHealth or our licensors. You further agree to comply with the Usage Restrictions relating to the Services set forth below.

### 3. So long, so sad. Suspension Termination and Revocation

- a. We may suspend your access to the Services with limited to no notice to you if you violate this Agreement, or otherwise create risk or possible legal exposure to YourHealth. In the event that you are not in compliance with our guidelines, you agree to promptly cease or fix such violations immediately.

Accordingly, you agree to the following below:

- i. You will not use YourHealth application, materials, services for any illegal activity or to violate 3<sup>rd</sup> party rights.
  - ii. Do not do anything that would introduce the YourHealth products, services, platform to any viruses, trojan horses, malware, or other items of a destructive or illegal nature.
  - iii. Do not reverse engineer or attempt to extract code or data from any YourHealth application, service or platform.
  - iv. Do not use the YourHealth application, service, platform or materials where the use could lead to personal injury, death, cause or promote harm to another person or cause other damage.
  - v. If we have reason to believe you are in breach of these Terms or if there is a security breach caused or attempted to be cause by you, or you are violating the representations and warranties you make in this agreement we may likewise suspend or revoke your account.
- b. You may terminate your account at any time by emailing us at [support@yourhealth.app](mailto:support@yourhealth.app). Upon receipt of your email, we will send you an acknowledgement email back that we will be terminating your account within twenty-four (24) hours. At that time:
    1. You will not be billed for the next month.
    2. Your email and password will be disabled.
    3. Your personalized QR codes will be disabled.
    4. Your detailed, Personally Identifiable Information (PII – such as email, mobile number, etc.) and Personal Health Information (PHI) that have been input into the YourHealth app will be destroyed as described in the Privacy Policy.

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5. You will have no access to the information, records, data that is stored on the YourHealth servers.
6. You agree that you will cease to use the YourHealth Services
7. All other agreements and representations made in this Terms of Service and associated documents shall remain in force.

#### **4. There is a bit of homework – Assignments**

The Terms and any rights and licenses granted hereunder may not be transferred or assigned by you without YourHealth’s prior written consent. Terms, and any associated rights, licenses, covenants may be assigned by YourHealth without restriction. Any assignment attempted by you made in violation of these Terms shall be void. These Terms shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors, heirs, and assigns.

#### **5. We want to hear from you. Feedback and Communication**

- a. You are free to suggest ideas, capabilities about how we may improve YourHealth products, platform or services. We may use any non-proprietary information (“Feedback”) you provide without restriction, royalties, or other obligation to you, and our use of Feedback does not give you or your consumers any property rights to the Services. You hereby grant to YourHealth all required licenses in your feedback and the associated intellectual property rights to allow YourHealth to carry out these rights.
- b. Our Services may include communications or content that you receive outside of the YourHealth applications, including email messages, push notifications, phone calls, or our website materials. You hereby consent to receiving such notifications. For SMS notification, you acknowledge and agree that you will be responsible for data rates and message charges that may be applied. As a user, you may elect to opt-out of receiving updates by contacting support@yourhealth.app.

#### **6. What’s In a name. Using the YourHealth Brand**

- a. You may not use the YourHealth brand or logo without our prior written permission.
- b. You may not make any statement that implies an endorsement by or partnership with YourHealth.
- c. You agree not to take actions adverse to YourHealth or the Services. nor attempt to register any trademarks that contain the YourHealth trademark or similar trademarks without YourHealth’s authorized consent.

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### 7. I, Me, Mine. Ownership

- a. YourHealth retains all rights to the Services, trademarks, logos, products, materials, platforms, as well as any derivative works.
- b. You recognize and understand that certain features and capabilities of the YourHealth application and platform are protected by law.
- c. Subject to the obligation to maintain the confidentiality of Personal Health Information (PHI) about a user as identified in the Privacy Policy, You, as a user of the Services grants YourHealth a non-exclusive, fully paid-up, royalty-free, perpetual, and irrevocable license, throughout the universe, to use, reproduce, distribute, modify, adapt, prepare derivative works of, publicly display, publicly perform, communicate to the public, and otherwise utilize and exploit your anonymized Personal Health Information and information about your use of the Service to (a) improve the Service or the functionality of the website or the app; (b) to respond to user inquiries or technological issues or problems; (c) for aggregated research for purposes of clarity only to the extent such research is done without disclosure of Personally Identifiable Information; (d) for external and internal marketing purposes; (e) to comply with applicable laws; for example, to respond to regulatory authorities responsible for oversight of government benefit programs or our operations; to parties or courts in the course of judicial or administrative proceedings; to law enforcement officials during an investigation (f) to create new content for either the applications, website, blog, or social media channels.
- d. You are fully responsible for any information, data, notes or any other content that you have input into the YourHealth application or other YourHealth services. The accuracy and efficacy of the information you have input is fully and completely under your control and is your total responsibility to maintain its usefulness and accuracy. You agree that you assume all risk associated with the use of the YourHealth application and its materials and services.
- e. You agree to not remove or obscure any copyright notice, trademark notice, or other proprietary rights notices displayed on or in conjunction with the Services. You agree not to use the Services for any other purpose, or to copy or distribute the content of the Service, except as expressly permitted by these Terms. You also agree that you have no right to access, view, or alter any source code or object code of YourHealth or our licensors. You further agree to comply with the Usage Restrictions relating to the Services set forth below.

### 8. Sshh it's a Secret – Confidentiality

- a. Confidential Information” means all information or data, whether or not in tangible form, disclosed or otherwise made available in connection with this Agreement by either Party (the “Discloser”) to the other Party (the “Recipient”),

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that the Discloser has either marked as confidential or proprietary, has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the Recipient, or that would reasonably be expected to be confidential under the circumstances. YourHealth's Confidential Information shall include, without limitation all proprietary information relating to the Services, including our approach to source-code and design development and these Terms of Service, including pricing information. Your Confidential Information shall include, but is not limited to, all Personal Health Information that you input into the Services,. However, Confidential Information does not include information that (i) is already known to Recipient at the time of disclosure, (ii) is or becomes publicly known through no wrongful act or failure of the Recipient, or (iii) is independently developed by Recipient without using Discloser's Confidential Information, or (4) is received from a third party without breaching any confidentiality obligation.

- b. We shall each use reasonable measures to protect the confidentiality of and avoid disclosure and unauthorized use or copying of the other's Confidential Information. We may each disclose the other's Confidential Information to (1) employees, agents, and legal or financial advisors with a need to know in the course of their duties and (2) as required by law or court order, provided the Recipient notifies the Discloser in advance and cooperates in any effort by the Discloser to seek a protective order and/or obtain confidential treatment. We may disclose these Terms to existing and potential investors, lenders and acquirers and their legal or financial advisors. Any disclosure by Recipient to a third party must be protected by confidentiality obligations equivalent to these.

### 9. Witness Protection. Data and Privacy

- a. You must comply with all applicable local data protection rules and regulations.
- b. You may not use the Services if you A) are under 18 years of age; B) are or are associated with a direct competitor of YourHealth investigating the Services for competitive research; C) were previously suspended or removed from the website or Services; or D) have any harmful, malicious, disruptive, or unlawful purpose.
- c. You may have additional data and privacy rights depending on your location.

### 10. Keeping Law and Order – More Legal Stuff

- a. YourHealth may discontinue or change our Services at any time with or without prior notice and without liability to you. We make no guarantee that our Services will be available at all times or without interruption.

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- b. These Terms are governed by the procedural and substantive laws of The State of Texas (excluding its choice of law rules). The parties consent to the exercise of exclusive jurisdiction by the state or federal courts in The State of Texas for any claim relating to these Terms not subject to arbitration as described below. You further agree and expressly consent to the exercise of personal jurisdiction in the courts of the Texas in connection with any such dispute including any claim involving YourHealth or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers, and content providers.
- c. If we should ever have a problem – Dispute Resolution  
PLEASE READ THIS SECTION CAREFULLY – IT AFFECTS YOUR LEGAL RIGHTS AND GOVERNS HOW YOU AND YOURHEALTH CAN BRING CLAIMS AGAINST EACH OTHER. THIS SECTION WILL, WITH LIMITED EXCEPTION, REQUIRE YOU AND YOURHEALTH TO SUBMIT CLAIMS AGAINST EACH OTHER TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS.
- d. You agree that, in the event any dispute or claim arises out of or relating to your use of the Services, you will contact us at [info@yourhealth.app](mailto:info@yourhealth.app) and you and YourHealth will attempt in good faith to negotiate a written resolution of the matter directly. You agree that if the matter remains unresolved for 30 days after notification (via certified mail or personal delivery), such matter will be deemed a “Dispute” as defined below. Except for the right to seek injunctive or other equitable relief described under the “Binding Arbitration” section below, should you file any arbitration claims, or any administrative or legal actions without first having attempted to resolve the matter by mediation, then you agree that you will not be entitled to recover attorneys’ fees, even if you may have been entitled to them otherwise.
- e. Binding Arbitration. You and YourHealth agree that any dispute, claim or controversy arising out of or relating to this Agreement or to your use of the Services (collectively “Disputes”) will be settled by final and binding arbitration, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party’s copyrights, trademarks, trade secrets, patents, Confidential Information, or other intellectual property rights. This means that you and YourHealth both agree to waive the right to a trial by jury. Notwithstanding the foregoing, you may bring a claim against YourHealth in “small claims” court, instead of by arbitration, but only if the claim is eligible under the rules of the small claims court and is brought in an individual, non-class, and non-representative basis, and only for so long as it remains in the small claims court and in an individual, non-class, and non-representative basis.

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- f. **Class Action Waiver.** You and YourHealth agree that any proceedings to resolve Disputes will be conducted on an individual basis and not in a class, consolidated, or representative action. This means that you and YourHealth both agree to waive the right to participate as a plaintiff as a class member in any class action proceeding. Further, unless you and YourHealth agree otherwise in writing, the arbitrator in any Dispute may not consolidate more than one person's claims and may not preside over any form of class action proceeding.
- g. **Arbitration Administration and Rules.** The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section.
- h. **Arbitration Process.** A party who desires to initiate the arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of Texas and will be selected by the parties from the AAA's roster of arbitrators with relevant experience. If the parties are unable to agree upon an arbitrator within seven days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with AAA Rules.
- i. **Arbitration Location and Procedure.** Unless you and YourHealth agree otherwise, the seat of the arbitration shall be in Austin, Texas. If your claim does not exceed USD\$10,000, then the arbitration will be conducted solely on the basis of documents you and YourHealth submit to the arbitrator, unless you request a hearing and the arbitrator then determines that a hearing is necessary. If your claim exceeds USD\$10,000, your right to a hearing will be determined by AAA Rules. Subject to AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration. Hearings may be conducted by telephone or video conference, if requested and agreed to by the parties.
- j. **Arbitrator's Decision and Governing Law.** The arbitrator shall apply Texas law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor claims of privilege recognized by law. The arbitrator will render an award within the timeframe specified in the AAA Rules. Judgment on the arbitration may be entered in any court having jurisdiction thereof. Any award of damages by an arbitrator must be consistent with the "Disclaimers and Limitations of Liability" section above. The arbitrator may award declaratory or injunctive relief in favor of the claimant only to the

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extent necessary to provide relief warranted by the claimant's individual claim.

- k. Fees. Each party's responsibility to pay the arbitration filing, administrative and arbitrator fees will depend on the circumstances of the arbitration and are set forth in the AAA Rules.
- l. Time limited claims by you  
Any claims arising in connection with your use of the Services must be brought within one (1) year of the date of the event giving rise to such action occurred.

### 11. Things can change

YourHealth reserves the right, in our sole discretion, to change, modify, add, or remove portions of these Terms at any time with or without specific notice to you other than through posting such modified Terms on our website, through our applications, or both. The Terms will include the most recent date of revision and will be effective immediately upon posting unless otherwise specified herein. In the event of a material change to these Terms, we will attempt to notify you directly through a message sent to the e-mail address you provided upon registration or through the use of a notification in or through the application. You acknowledge and agree that you will review these Terms periodically for any changes and review the date of last revision at the beginning of the Terms. If you are dissatisfied with the Services, then you agree that your sole and exclusive remedy is to discontinue any use of the Services.

### 12. In the home stretch – A Few Things for You to Pay Attention To

You are responsible for all content that you submit, post, or otherwise make available to or through the Services ("Your Content"). By doing so, you represent and warrant to YourHealth that such content is not the confidential information of another person or entity and that you have all necessary license and/or permission to submit, post, and otherwise make available Your Content. YourHealth makes no claims to ownership of Your Content including photos that you submit, post, or otherwise make available to or through the Services and you continue to retain all ownership rights in such Content and the right to use Your Content as you determine

### 13. Don't do this – Prohibited Content

You agree that the following actions shall constitute a material breach of these Terms and shall be by the sole judgement of YourHealth. You will not upload or transmit any communications or content of any type that:

- a. Constitutes unsolicited offers, advertisements, proposals, junk mail, or spam that other users of the Services will see or receive. This includes, but is not limited to, unsolicited advertising, promotional materials or other solicitation



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material, bulk mailing of commercial advertising, chain mail, pyramid schemes, informational announcements, charity requests, and petitions for signatures.

- b. Infringes upon or violates any rights of any party.
- c. Impersonates another person or entity, or creates a false impression or misleads others as to the origins of your communications.
- d. Infringes on the intellectual property, privacy, or publicity rights of others.
- e. Is unlawful, obscene, derogatory, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity as reasonably determined by YourHealth.
- f. Promotes violence, illegal drug use, or substance abuse or describes how to perform a violent act, use illegal drugs, or abuse other substances.
- g. Harvests or otherwise collects information about others, including email addresses, without their consent.
- h. Discloses the Personal Information of others, including names, email addresses, telephone numbers, or any other confidential or Personally Identifiable information and/or Personal Health Information.
- i. Distributes viruses or other harmful computer code.
- j. Restricts or inhibits any other person from using or enjoying the Services, or which, in the reasonable judgment of YourHealth, exposes us or any of our customers, partners, affiliates, or suppliers to any liability or detriment of any type.
- k. Deals with minors under 13 years of age.

### **14. We Make No Warranties to our Users and Disclaim All Liability for Your Use of the Service**

You agree that you use YourHealth, its application, services, materials, and other information at your own risk

- a. YOURHEALTH AND ITS PARTNERS HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OR RELIANCE ON ANY PRODUCT OR SERVICE YOU USE OR ENCOUNTER ON ANY YOURHEALTH SERVICE. YOU AGREE THAT YOURHEALTH IS NOT LIABLE UNDER ANY THEORY OF LAW FOR ANY COMPENSATORY, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR DATA.
- b. YOU ACKNOWLEDGE THAT THESE LIMITATIONS OF LIABILITY ARE ESSENTIAL TO THE YOURHEALTH SERVICE, AND THAT OUR SERVICES WOULD NOT BE PROVIDED WITHOUT THESE LIMITATIONS. IF YOU DO NOT AGREE TO THESE LIMITATIONS, PLEASE DO NOT USE THE SERVICES. NO ADVICE OR INFORMATION YOU OBTAIN FROM US THROUGH THE SERVICES OR IN SUPPORT OF THE SERVICES SHALL CREATE ANY WARRANTY, REPRESENTATION, OR GUARANTEE NOT EXPRESSLY STATED IN THESE TERMS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF

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THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU; OUR LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT YOURHEALTH IS FOUND TO HAVE A LIABILITY TO YOU, YOU AGREE THAT OUR AGGREGATE LIABILITY FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION WILL AT ALL TIMES BE LIMITED TO THE AMOUNT THAT YOU PAID, IF ANY, TO YOURHEALTH WITH RESPECT TO YOUR INDIVIDUAL USE OF THE YOURHEALTH SERVICES IN THE TWELVE MONTHS PRIOR TO INCIDENT GIVING RISE TO THE LIABILITY. IN ADDITION, YOU SPECIFICALLY AGREE AND ACKNOWLEDGE THAT YOURHEALTH IS NOT LIABLE FOR THE CONTENT SUBMITTED BY ANY OTHER USER, OR ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF A THIRD PARTY.

- c. THE YOURHEALTH WEBSITE AND THE CONTENT ARE PROVIDED ON AN “AS IS” BASIS. YOURHEALTH, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.
- d. SPECIFICALLY, YOURHEALTH MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE FOLLOWING:
  - 1) THE ACCURACY, RELIABILITY, COMPLETENESS, CORRECTNESS, OR TIMELINESS OF THE CONTENT, SOFTWARE, TEXT, GRAPHICS, LINKS, RECOMMENDATIONS, OR COMMUNICATIONS PROVIDED ON OR THROUGH THE USE OF THE YOURHEALTH SERVICES.
  - 2) THE ACCURACY, COMPLETENESS OR CORRECTNESS, TIMELINESS, OR USEFULNESS OF ANY OPINIONS, ADVICE, SERVICES, OR OTHER INFORMATION PROVIDED THROUGH THE YOURHEALTH SERVICES.
  - 3) THE SERVICES WILL BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS.
- e. IN NO EVENT WILL YOURHEALTH, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, ATTORNEYS, REPRESENTATIVES, BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU OR ANYONE ELSE IN RELIANCE UPON THE INFORMATION PROVIDED THROUGH THE YOURHEALTH SERVICES. YOU WILL HOLD YOURHEALTH, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, ATTORNEYS, REPRESENTATIVES, HARMLESS FOR ANY SUCH ACTIONS OR DECISIONS TAKEN BY YOU IN RELIANCE UPON SUCH INFORMATION.
- f. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS YOURHEALTH AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, INSURERS, SUCCESSORS AND ASSIGNS (THE “INDEMNIFIED PARTIES”) FROM AND AGAINST ANY AND ALL LIABILITIES INCURRED IN CONNECTION WITH (I) YOUR USE OR INABILITY TO USE THE SERVICES, OR (II) YOUR BREACH OR VIOLATION OF THIS AGREEMENT; (III) YOUR VIOLATION OF ANY LAW, OR THE RIGHTS OF ANY USER OR THIRD PARTY AND (IV) ANY CONTENT SUBMITTED BY YOU OR USING YOUR ACCOUNT TO THE SERVICES, INCLUDING, BUT NOT LIMITED TO THE EXTENT SUCH CONTENT MAY INFRINGE ON THE INTELLECTUAL RIGHTS OF A THIRD PARTY OR OTHERWISE BE ILLEGAL OR UNLAWFUL. YOU ALSO AGREE TO INDEMNIFY THE INDEMNIFIED PARTIES FOR ANY

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LIABILITIES RESULTING FROM YOUR USE OF SOFTWARE ROBOTS, SPIDERS, CRAWLERS, OR SIMILAR DATA GATHERING AND EXTRACTION TOOLS, OR ANY OTHER ACTION YOU TAKE THAT IMPOSES AN UNREASONABLE BURDEN OR LOAN ON OUR INFRASTRUCTURE.

YOURHEALTH RESERVES THE RIGHT, IN ITS OWN SOLE DISCRETION, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL AT ITS OWN EXPENSE OF ANY MATTER OTHERWISE SUBJECT TO YOUR INDEMNIFICATION. YOU WILL NOT, IN ANY EVENT, SETTLE ANY CLAIM OR MATTER WITHOUT THE PRIOR WRITTEN CONSENT OF YOURHEALTH.

This Agreement constitutes the entire agreement between you and YourHealth regarding the matter herein and supersedes all prior communications, negotiations, understandings, agreements or representations, either written, electronically communicated, or oral, regarding the subject matter.