



# Terms Of Use & Privacy Policy

**ReviveHealth, Inc.**

**Last Updated: June 2022**

*You should carefully read the following Terms of Use before using the ReviveHealth™ Platform. By creating an account and using the Platform, you are consenting to be bound by these Terms of Use. If you do not agree to all of the terms, do not register as a patient, or use the ReviveHealth™ Platform.*

By continuing to use the Services, You agree and certify as follows:

- Any information that We collect through Your use of the Services is subject to the ReviveHealth Member Privacy Policy, which is part of these Terms of Use;
- You are at least 18 years old or have been legally emancipated;
- ReviveHealth does not provide any physicians' or other healthcare providers' services itself. The providers you see through the Platform are independent of ReviveHealth and use the Platform as a way to communicate with you.
- You are physically located in the State you indicate when creating your account. You acknowledge that your ability to access and use the Services is conditioned upon the truthfulness of this certification and that the healthcare providers you access are relying upon this certification in order to interact with you. In the event that your certification is inaccurate, you agree to indemnify Us and the healthcare providers you interact with from any resulting damages, costs or claims as set forth in the Indemnification Section below;
- You understand and intend that this Terms of Use document is a legally binding contract between you and ReviveHealth;

- You will use the Platform in a manner consistent with applicable laws and regulations and these Terms of Use, as they may be amended by ReviveHealth from time to time; and
- You understand, accept, and have received these Terms, and acknowledge and demonstrate that You can access these Terms and the Privacy Policy at any time on the ReviveHealth Website.

IF YOU DO NOT AGREE WITH AND ACCEPT THESE TERMS, **DO NOT USE THE PLATFORM, AND IMMEDIATELY DELETE ALL FILES, IF ANY, ASSOCIATED WITH THE ACCOMPANYING SERVICES AND MATERIALS FROM YOUR DEVICE. DO NOT USE REVIVEHEALTH FOR EMERGENCY MEDICAL NEEDS.** If you experience a medical emergency, call 911 immediately.

***Arbitration Notice: Except if you opt-out and except as described in the Arbitration section in the Terms of Use, you agree that disputes between You and ReviveHealth will be resolved by binding, individual arbitration. By continuing to use the Platform, and unless you opt-out, you waive your right to participate in a class action lawsuit or class-wide arbitration. You can opt-out of the Arbitration Agreement by contacting [help@revive-healthcare.com](mailto:help@revive-healthcare.com) within 30 days of accepting these terms.***

## TERMS OF USE

VERSION VALID AS OF DECEMBER 2020

Thank you for choosing ReviveHealth (“Revive”, “We”, “Us”, “Our”)! ReviveHealth is a technology company with a software platform that provides you with access to comprehensive virtual health and wellness services. **ReviveHealth is not a healthcare provider.** Please note, **these Terms of Use (the “Terms”) constitute a binding agreement between you (“You” or “Your”) and ReviveHealth.** These Terms govern Your use of the ReviveHealth website (the “Website”), the ReviveHealth software platform including the web-based portal and mobile application(s) (the “Platform”) and the services available through Platform (collectively, the “Services”). By using or continuing to use the Services, You indicate that You have read, understand, and agree to these Terms and the ReviveHealth Privacy Policy. All capitalized terms not defined in these Terms are defined in the Privacy Policy.

IF YOU DO NOT UNDERSTAND THIS AGREEMENT OR DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU MAY NOT USE THE SERVICES.

## WHAT IS REVIVE?

### Section 1

The ReviveHealth™ Services allow You to remotely connect to a healthcare provider in order to access virtual Primary, Urgent, Pediatric Care, Mental Health, Well-being and Health Promotion, Pharmacy Care, and virtual Physical Therapy via the Platform. You may access and use the Services only in accordance with these Terms, and You agree to comply with all applicable laws, rules, and regulations, including any other policies incorporated into these Terms, such as the ReviveHealth Privacy Policy.

## WHO IS ELIGIBLE TO USE REVIVEHealth?

### Section 2

By registering for an account and using the Services, **You represent and warrant:**

1. That You are at least 18 years old and are otherwise legally qualified to enter into and form contracts under applicable law;
2. Your registration data is true, accurate, current, and complete;
3. You will update Your registration data as needed to maintain its accuracy;
4. You are authorized to create an account;
5. You are physically located in the State you choose/have represented as your current location. You acknowledge that your ability to access and use the Services is conditioned upon the truthfulness of this certification and that the healthcare providers you access are relying upon this certification in order to interact with you. In the event that your certification is inaccurate, you agree to indemnify Us and the healthcare providers you interact with from any resulting damages, costs or claims as set forth in the Indemnification Section below; and
6. You are legally authorized to view health information and all other information that you view via ReviveHealth.

NOTE: THIS AGREEMENT IS VOID WHERE PROHIBITED BY LAW. DO NOT USE THE SERVICES WHERE PROHIBITED BY LAW. YOU UNDERSTAND THAT YOUR USE OF THE SERVICES MAY INVOLVE OR REQUIRE THE TRANSMISSION OF SIGNIFICANT AMOUNTS OF DATA. YOU ARE RESPONSIBLE FOR ALL DATA CHARGES THAT MAY BE CHARGED BY YOUR WIRELESS CARRIER OR INTERNET SERVICE PROVIDER OR THAT MAY OTHERWISE ARISE FROM YOUR USE OF THE SERVICES.

**REVIVEHEALTH DOES NOT PROVIDE MEDICAL ADVICE OR SERVICES**

### Section 3

***All medical and other professional healthcare services that You receive through the Platform are provided by Revive Healthcare, P.C. and/or its affiliated medical practices (“Revive Healthcare”), not by Revive Health, Inc.*** Revive Healthcare is a network of physician-owned medical practices that delivers services through the ReviveHealth™ Platform, and Revive Health, Inc. does not have any control over the clinical services You receive. None of the healthcare providers delivering services through ReviveHealth are contracted or employed by ReviveHealth. Therefore, You should contact your provider directly if you have a question or concern about your care. ***ReviveHealth, Inc. does not provide medical services or medical advice and cannot be held liable for medical malpractice or substandard care delivered to you via the Platform.***

***If you believe you are experiencing an emergent or life-threatening condition, you should dial 911 immediately or go to the nearest open clinic or emergency room.***

The Platform and Services are not intended to replace your relationship with your medical provider and all of the information, graphics, and other content made available to you through the Platform are intended for informational purposes only. None of this constitutes medical advice or treatment and your relationship with the providers you see through the platform are completely independent of your relationship with ReviveHealth.

### **HOW WILL REVIVEHEALTH TELL ME IF THEY CHANGE THESE TERMS?**

#### Section 4

With the exception of the Arbitration Agreement (see “Dispute Resolution” section) included at the end of these Terms, ReviveHealth reserves the right to change or modify the Services or these Terms at any time without prior notice to You. If we change or modify these Terms, we will let You know by (1) posting a new version of the Terms to the Platform; and (2) delivering an updated version of the Terms to you via secure email messaging.

If You continue to use the Services after we have let You know that we have made changes, You agree to be bound by the modified Terms. If You do not accept the

changes, You should immediately stop using the Services and delete all files associated with the Services on Your computer.

## **WHO OWNS THE REVIVEHEALTH SERVICES?**

### **Section 5**

ReviveHealth owns the Services and the Platform, but some parts of the Platform may be owned and operated by third parties. Subject to Your compliance with these Terms and your payment of any applicable fees, ReviveHealth grants You a non-exclusive, non-sublicensable, revocable, non-transferable license to use the Services by accessing the Platform. THE SERVICES ARE FOR YOUR PERSONAL AND NON-COMMERCIAL USE ONLY. You may not use the Services for any other purpose than what is allowed under these Terms without express written permission from Revive.

You may not use the ReviveHealth name, trademarks, service marks, or logos, or those of third parties appearing on the Services in any advertising or publicity or to otherwise indicate ReviveHealth or such third-party's sponsorship or affiliation with any product or service without express written permission from ReviveHealth or such third-party.

You own Your Personal Data (as defined in the Privacy Policy) and any other content You post on or through the Services. For us to provide You with the Services, You grant to ReviveHealth a perpetual, non-exclusive, fully paid and royalty-free, transferable, sublicensable, worldwide license to use Your content for the purpose of providing the Services, subject to the restrictions in the Privacy Policy. You also agree to allow ReviveHealth to de-identify and anonymize Your content, including without limitation, Your Personal Data, and to use or disclose such de-identified information for any legal purpose.

## **WHAT AM I PROHIBITED FROM DOING WITH THE SERVICES?**

### **Section 6**

ReviveHealth imposes certain restrictions on Your use of the Services. While using the Website, Platform, or Services, You shall not:

1. provide false, misleading, or inaccurate information to ReviveHealth or any other user;
2. impersonate, or otherwise misrepresent affiliation, connection, or association with, any person or entity;
3. use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars, or intelligent agents) to harvest or otherwise collect information from the Website for any use, including without limitation use on third-party websites;
4. access content or data not intended for You, or log onto a server or account that You are not authorized to access;
5. violate any applicable law or regulation;
6. attempt to probe, scan, or test the vulnerability of the Services, the Website, the Platform, or any associated system or network, or breach security or authentication measures without proper authorization;
7. interfere or attempt to interfere with the use of the Website, the Platform or the Services by any other user, host, or network, including, without limitation by means of submitting a virus, overloading, "flooding," "spamming," "mail bombing," or "crashing
8. forge any TCP/IP packet header or any part of the header information in any e-mail or in any uploading or posting to, or transmission, display, performance or distribution by means of, the Services;
9. post or transmit any unsolicited advertising, promotional materials, "junk mail", "spam," "chain letters," "pyramid schemes" or any other form of solicitation;
10. avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by ReviveHealth, You, or any other third-party (including another user) to protect the Services;
11. attempt to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by ReviveHealth in providing the Website or Platform. Any violation of this section may subject You to civil and/or criminal liability; or
12. encourage or enable any other individual to do any of the above.

ReviveHealth is not obligated to monitor Your use of the Services, but We may do so to ensure Your compliance with these Terms, and to respond to law enforcement or other government agencies if and when we are required to. ReviveHealth reserves the right to suspend or terminate Your use of the Services without notice to You if You partake in any of the prohibited uses described above.

## **WHO PROTECTS MY LOGIN INFORMATION?**

### **Section 7**

You will be asked to provide your email address and create a unique password to create a ReviveHealth user account and access the Platform and Services. You are

responsible for maintaining the confidentiality of Your password. You may not use the account, username, or password of any other user at any time. You agree to notify ReviveHealth immediately of any unauthorized use of Your account, username, and/or password. Revive WILL NOT BE LIABLE FOR ANY LOSS THAT YOU INCUR AS A RESULT OF SOMEONE ELSE USING YOUR PASSWORD, EITHER WITH OR WITHOUT YOUR KNOWLEDGE. You may be held liable for any losses incurred by ReviveHealth, its affiliates, officers, directors, employees, consultants, agents, and/or its representatives due to someone else's use of Your account or password, regardless of whether You were aware of such use.

## **HOW DOES REVIVEHEALTH PROTECT MY PRIVACY?**

### **Section 8**

ReviveHealth respects the information You provide to us. Please see our Privacy Policy for an explanation of the information that we collect from You and how we use Your information that is not subject to the Health Insurance Portability and Accountability Act ("HIPAA"), which is the primary federal law governing the privacy of health information. By creating your account and accessing or using the Platform or Services, or by downloading, viewing, or uploading any content from or through the Services, You acknowledge and agree to the provisions of the Privacy Policy and affirm that the Privacy Policy is a part of these terms.

**EU Citizens and GDPR:** Please see our Privacy Policy for specific information regarding Your rights under GDPR and the Revive commitment to protecting those rights.

## **THE APP STORE AND GOOGLE PLAY**

### **Section 9**

If You downloaded the Platform from the Apple App Store or Google Play (the "App Provider"), by agreeing to these Terms, You acknowledge that You understand and agree to the following:

1. This Agreement is only between You and ReviveHealth, and not between You and the App Provider, and only ReviveHealth is responsible for the Platform;
2. The App Provider has no obligation to furnish any maintenance or support services with respect to the Platform;

3. In the event of any failure of the Platform to conform to any applicable warranty, (i) You may notify the App Provider and the App Provider will refund Your purchase price for the Platform to You (if applicable); (ii) to the maximum extent permitted by applicable law, the App Provider will have no other warranty obligation with respect to the Platform; and (iii) any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be Our responsibility;
4. The App Provider is not responsible for addressing any claims You have or any claims of any third-party relating to the Platform or Your possession and use of the Platform, including without limitation: (i) product liability claims; (ii) any claim that the app fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation;
5. In the event of any third-party claim that the Platform or Your possession and use of the Platform infringes that third-party's intellectual property rights, the App Provider will not be responsible for the investigation, defense, settlement or discharge of any such intellectual property infringement claim; and
6. The App Provider, and its subsidiaries, are third-party beneficiaries of these Terms as they relate to Your license to use the Platform. This means that, upon Your acceptance of these Terms, the App Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to Your license of the Platform against You.

**Apple users only:** If You downloaded the Platform from the App Store, the license granted to You in these Terms is non-transferable and is for use of the Platform on any Apple products that You own or control.

## **COMPUTER EQUIPMENT AND INTERNET ACCESS**

### **Section 10**

You are responsible for obtaining, installing, maintaining, and operating all software, hardware, or other equipment (collectively, "Systems") necessary for You to access and use the Services. This includes, without limitation, obtaining internet services, using up to date web-browsers and the best commercially available encryption, antivirus, anti-spyware, and internet security software. You are responsible for the data security of the Systems used to access the Services and for the transmission and receipt of information using such Systems. We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or Your Systems.

THERE ARE ALWAYS CERTAIN SECURITY AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET, AND YOU EXPRESSLY ASSUME SUCH RISKS.



## **HOW DO I OPT-OUT OF RECEIVING EMAILS FROM REVIVEHEALTH?**

### **Section 11**

In providing the Services, You may receive periodic secure email communications regarding the Services, new product offers and information regarding the Services, which are part of the Services and which You cannot opt out of receiving.

## **LINKS TO OUTSIDE THIRD-PARTY WEBSITES & SERVICES**

### **Section 12**

The Services may contain links to third-party websites or services that we do not own or control (“Third-Party Websites”). ReviveHealth does not have control over, and we assume no responsibility for, the content and performance of Third-Party Websites. ACCORDINGLY, REVIVEHEALTH DOES NOT REPRESENT, WARRANT OR ENDORSE ANY THIRD-PARTY WEBSITE, OR THE ACCURACY, CURRENCY, CONTENT, FITNESS, LAWFULNESS OR QUALITY OF THE INFORMATION, MATERIAL, GOODS OR SERVICES AVAILABLE THROUGH THIRD-PARTY WEBSITES. Revive WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR OTHER HARM, WHETHER TO YOU OR TO THIRD PARTIES, RESULTING FROM YOUR USE OF OR RELIANCE ON THIRD-PARTY WEBSITES.

YOU AGREE THAT, WHEN LINKING TO OR OTHERWISE ACCESSING OR USING A THIRD-PARTY WEBSITE, YOU ARE RESPONSIBLE FOR: (I) TAKING PRECAUTIONS AS NECESSARY TO PROTECT YOU AND YOUR COMPUTER SYSTEMS FROM VIRUSES, WORMS, TROJAN HORSES, MALICIOUS CODE AND OTHER HARMFUL OR DESTRUCTIVE CONTENT; (II) ANY DOWNLOADING, USE OR PURCHASE OF MATERIAL THAT IS OBSCENE, INDECENT, OFFENSIVE, OR OTHERWISE OBJECTIONABLE OR UNLAWFUL, OR THAT CONTAINS TECHNICAL INACCURACIES, TYPOGRAPHICAL MISTAKES AND OTHER ERRORS; (III) ANY DOWNLOADING, USE OR PURCHASE OF MATERIAL THAT VIOLATES THE PRIVACY OR PUBLICITY RIGHTS, OR INFRINGES THE INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS OF THIRD PARTIES, OR THAT IS SUBJECT TO ADDITIONAL TERMS AND CONDITIONS, STATED OR UNSTATED; (IV) ALL FINANCIAL CHARGES OR OTHER LIABILITIES TO THIRD PARTIES RESULTING FROM TRANSACTIONS OR OTHER ACTIVITIES; AND (V) READING AND UNDERSTANDING ANY TERMS OF USE OR PRIVACY POLICIES THAT APPLY TO THOSE THIRD-PARTY WEBSITES.

## **THIRD-PARTY SERVICES WITHIN THE PLATFORM WEBSITE**

### **Section 13**

Certain features, aspects, products, and services offered through the Services are provided, in whole or in part, by third parties (“Third-Party Services” as provided by “Third-Party Service Providers”). Use of Third-Party Services may be subject to additional terms and conditions. IF YOU DO NOT UNDERSTAND OR DO NOT AGREE TO BE BOUND BY THOSE ADDITIONAL TERMS AND CONDITIONS, YOU MAY NOT USE THE RELATED THIRD-PARTY SERVICES.

In the event of any inconsistency between terms and conditions relating to Third-Party Services and the terms and conditions of these Terms, those additional terms and conditions will control with respect to such Third-Party Services. Third-Party Service Providers may collect and use certain information about You, as specified in the Third-Party Service Providers’ privacy policies. Prior to providing information to any Third-Party Service Provider, You should review their privacy policy. IF YOU DO NOT UNDERSTAND OR DO NOT AGREE TO THE TERMS OF A THIRD-PARTY SERVICE PROVIDER’S PRIVACY POLICY OR TERMS OF USE, YOU SHOULD NOT USE THE RELATED THIRD-PARTY SERVICES. REVIVE WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE FOR ANY OF YOUR INFORMATION COLLECTED OR USED BY THIRD-PARTY SERVICE PROVIDERS.

## **YOUR REPRESENTATIONS AND WARRANTIES**

### **Section 15**

#### **NO WARRANTIES**

THE PLATFORM AND SERVICES ARE PROVIDED “AS IS”, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. REVIVE EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WE MAKE NO WARRANTY THAT THE SERVICES OR MATERIALS WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. WE MAKE NO WARRANTY REGARDING THE QUALITY OF ANY SERVICES OR MATERIALS PURCHASED OR OBTAINED THROUGH THE SERVICES OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY CONTENT OBTAINED THROUGH THE SERVICES.

## **YOUR RESPONSIBILITY FOR OUR LOSS OR DAMAGE**

YOU AGREE THAT YOUR USE OF THE PLATFORM AND SERVICES IS AT YOUR SOLE RISK. YOU WILL NOT HOLD REVIVE OR ITS THIRD-PARTY SERVICE PROVIDERS, LICENSORS OR SUPPLIERS, AS APPLICABLE, RESPONSIBLE FOR ANY LOSS OR DAMAGE THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION ANY LOSS OR DAMAGE TO ANY OF YOUR COMPUTERS OR DATA.

## **LIMITATION OF LIABILITY**

NEITHER REVIVE, NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SERVICES, OR FROM ANY COMMUNICATIONS, INTERACTIONS, OR MEETINGS WITH OTHER USERS OF THE SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE AND MEDICAL MALPRACTICE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT REVIVE HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THESE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH STATES, REVIVE'S LIABILITY IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL IN NO EVENT EXCEED \$100.00. YOU MUST BRING ANY CLAIM ARISING FROM THE USAGE OF THE SERVICES OR MATERIALS WITHIN ONE (1) YEAR OF THE EVENT FROM WHICH THE CLAIM AROSE.

## **INDEMNIFICATION**

### **Section 16**

You agree to indemnify, defend and hold harmless ReviveHealth, its clients, and its suppliers and their respective affiliates, employees, officers, directors, agents, servants and representatives of each from any liability, loss, claim, suit, damage, and

expense (including reasonable attorneys' fees and expenses) arising out of or in any way connected with Your access to or use of the Platform or Services, Your violation of this Agreement, or any negligent or wrongful conduct by You or related to Your account by You or any other person accessing the Platform or Services through Your account, regardless of whether You were aware of such use.

## **GOVERNING LAW**

### **Section 17**

These Terms are governed by the laws of the State of Delaware without regard to its conflict of laws principles. The courts of the State of Delaware have jurisdiction over any action arising under these Terms or Your use of the Services.

## **HOW AND WHEN CAN MY ACCOUNT BE TERMINATED?**

### **Section 18**

If You breach any of these Terms, we may suspend or disable Your account or terminate Your access to the Platform or Services without prior notice to You. There may be other instances where We may need to terminate Your access to the Website, Platform, or Services that are not related to any of Your actions or inactions. We reserve the right to terminate Your access to and use of the Website, Platform, or Services and materials at any time, with or without cause.

If You wish to terminate Your account, please contact ReviveHealth at [help@revive-healthcare.com](mailto:help@revive-healthcare.com), immediately discontinue Your use of the Services, and delete all files associated with the Services from Your computer or mobile device.

## **HOW DO I PROVIDE FEEDBACK AND WHO OWNS IT?**

### **Section 19**

We welcome and encourage You to provide us with feedback, comments, and suggestions for improvements to the Website, Platform, or Services ("Feedback"). You may submit Feedback by emailing us at [help@revive-healthcare.com](mailto:help@revive-healthcare.com). If You submit any Feedback to us, we will own all intellectual property rights in such Feedback and may use such Feedback for any lawful purpose.

## **NOTICES**

### **Section 20**

All notices required or permitted to be given under these Terms must be in writing. Revive shall give any notice by email sent to the most recent email address, if any, that You have provided to Us. You agree that any notice received from Revive electronically satisfies any legal requirement that such notice be in writing. YOU ALONE ARE RESPONSIBLE FOR ENSURING THAT YOUR EMAIL ADDRESS ON FILE WITH Revive IS ACCURATE AND CURRENT, AND NOTICE TO YOU SHALL BE DEEMED EFFECTIVE UPON THE SENDING BY Revive OF AN EMAIL TO THE ADDRESS WE HAVE ON FILE.

You shall give any notice to ReviveHealth by email to: [help@revive-healthcare.com](mailto:help@revive-healthcare.com). Notice to ReviveHealth shall be effective upon receipt of notice by Revive.

## **GENERAL CONTRACT LANGUAGE**

### **Section 21**

If any provision of these Terms is determined to be invalid, illegal, or unenforceable, the remaining provisions of these Terms remain in full force, provided that the essential terms and conditions remain valid, binding, and enforceable and the economic and legal substance of the transactions contemplated by these Terms are materially preserved.

The United States export control laws regulate the export and re-export of technology originating in the United States. This includes the electronic transmission of information and software to foreign countries and to certain foreign nationals. You agree to abide by these laws and their regulations.

Nothing in these Terms creates an agency, partnership, or joint venture. Failure to enforce any provision will not constitute a waiver of that provision.

## **DISPUTE RESOLUTION**

### **Section 22**

**\*PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS\***

Most user concerns can be resolved quickly and to Your satisfaction by emailing ReviveHealth support at [help@revive-healthcare.com](mailto:help@revive-healthcare.com). In the unlikely event that our support team is unable to resolve a complaint You may have (or if ReviveHealth has not been able to resolve a dispute it has with You after attempting to do so informally), including but not limited to any alleged breach of these Terms, You and ReviveHealth agree to resolve the dispute through binding arbitration in the State of Florida before a single arbitrator, in accordance with the rules and procedures of the American Arbitration Association and the laws of the State of Delaware. Arbitration, which is often less expensive, faster, and less formal than a lawsuit in court, uses a neutral arbitrator instead of a judge or jury. Arbitrators can award the same damages and relief that a court can award, and may, but do not have to, award legal fees, arbitrator's fees and costs and other costs incurred by the party that does not win the dispute.

Any arbitration under these Terms will take place on an individual basis; class arbitrations and class actions are not permitted. Any arbitration will be strictly confidential and neither party will disclose to any person (other than necessary to carry out the arbitration) the existence of the dispute or any aspect of the dispute.

This agreement to arbitrate will not preclude You or Revive from seeking provisional remedies in aid of arbitration, including without limitation orders to stay a court action, compel arbitration or confirm an arbitral award, from a court of competent jurisdiction. Furthermore, this agreement to arbitrate will not preclude You or Revive from applying to a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary. THE PROPER VENUE FOR ANY ACTION PERMITTED UNDER THIS SUBSECTION REGARDING "EQUITABLE RELIEF" WILL BE THE FEDERAL AND STATE COURTS LOCATED IN DELAWARE; THE PARTIES HEREBY WAIVE ANY OBJECTION TO THE VENUE AND PERSONAL JURISDICTION OF SUCH COURTS.

## **HOW DO I CONTACT REVIVE?**

### **Section 23**

Revive is headquartered in the State of Delaware in the United States of America.

Specific questions and comments should be directed to the appropriate department via email to [help@revive-healthcare.com](mailto:help@revive-healthcare.com). While we make every effort to respond to emails within 1 week of receiving them, we cannot guarantee a response to every electronic communication.

You may also contact us via postal mail at: ReviveHealth, Inc., 5000 Sawgrass Circle, Suite 4, Ponte Vedra, FL 32082

## Privacy Policy

We at ReviveHealth value your privacy and are committed to keeping your Personal Data confidential. We use your data solely in the context of allow You to remotely connect to a healthcare provider in order to access virtual Primary Care, Mental Health, Well-being and Health Promotion, Pharmacy Care, and virtual Physical Therapy via the Platform.

This Privacy Policy applies to Personal Data that Revive collects from users of the ReviveHealth™ Platform (the “Platform”). **“Personal Data” includes any information that can be used on its own or with other information in combination to identify or contact one of our users.** We believe that transparency about the use of your personal information is of utmost importance. In this privacy policy, we provide you detailed information about our collection, use, maintenance, and disclosure of your Personal Data. The policy explains what kind of information we collect, when and how we might use that information, how we protect the information, and your rights regarding your personal information.

SOME OF THE PERSONAL DATA WE COLLECT AND TRANSMIT WILL, BE CONSIDERED “HEALTH DATA” (data related to a user’s physical or mental health). WE INTEND TO COMPLY WITH LAWS RELATED TO HEALTH DATA, WHERE APPLICABLE. FOR ADDITIONAL INFORMATION RELATED TO YOUR HEALTHCARE INFORMATION, PLEASE CONTACT OUR PRIVACY OFFICER AT [HELP@REVIVE-HEALTHCARE.COM](mailto:HELP@REVIVE-HEALTHCARE.COM) OR 888-220-6650.

**By submitting your Personal Data through the Platform, you are acknowledging that you have read and agree to the terms of this policy.** If you do not agree, please do not log into, or access the Platform and do not submit any Personal Data to us.

Please note that **we occasionally update this Privacy Policy** and that **it is your responsibility to stay up to date** with any amended versions. If we modify the Privacy Policy, we will post a link to the modified terms on our Website and will also notify you via email. You can store this policy and/or any amended version(s) digitally, print it, or save it in any other way. Any changes to this Privacy Policy will be effective immediately upon providing notice, and shall apply to all information we maintain, use, and disclose. If you continue to use the Platform following such notice, you are agreeing to those changes.

In case you have any questions or concerns after reading this Privacy Policy, please do not hesitate to contact us at [help@revive-healthcare.com](mailto:help@revive-healthcare.com). We appreciate your feedback. If you do not agree or no longer agree to the processing of personal information as described in this Privacy Policy, you can delete your account by emailing at [help@revive-healthcare.com](mailto:help@revive-healthcare.com).

### **Responsible Entity**

ReviveHealth (“We”, “Us”, “the Company”) is the controller of your Personal Data and may process this data in accordance with the Privacy Policy. If we are processing Personal Data on behalf of a third party that is not an agent or affiliate of Company, the terms of this Privacy Policy do not apply—instead, the terms of that third party’s privacy policy will apply. You can contact Us with any questions about our Privacy Policy at [help@revive-healthcare.com](mailto:help@revive-healthcare.com).

### Links to Other Sites

Our Platform may contain links to websites and services that are owned or operated by third parties (each, a “Third-party Service”). ***Any information that you provide on or to a Third-party Service or that is collected by a Third-party Service is provided directly to the owner or operator of the Third-party Service and is subject to the owner’s or operator’s privacy policy.*** We are not responsible for the content, privacy or security practices and policies of any Third-party Service. To protect your information, we recommend that you carefully review the privacy policies of all Third-party Services that you access.

### **What Personal Data do we collect?**



We collect Personal Data, which includes the following types of data we and may include healthcare information or “protected health information.” The types of Personal Data we collect are described below.

#### Demographic Data

We collect demographic information, such as your name, birth year, gender, phone number, and email address. Primarily, the collection of your Personal Data assists us in creating your User Account, which you can use to securely to receive the Services.

#### Payment Data

If you make payments via our Platform, We may require that you provide to us your financial and billing information, such as billing name and address, credit card number or bank account information.

#### Support Data

If you contact Revive for support or to lodge a complaint, We may collect technical or other information from you through log files and other technologies, some of which may qualify as Personal Data. (e.g., IP address). Such information will be used for the purposes of troubleshooting, customer support, software updates, and improvement of the Platform and related services in accordance with this Privacy Policy. Calls with Revive may be recorded or monitored for training, quality assurance, customer service, and reference purposes.

#### Device, Telephone, and ISP Data

We use common information-gathering tools, such as log files, cookies, web beacons, and similar technologies to automatically collect information, which may contain Personal Data, from Your computer or mobile device as you navigate our Platform or interact with emails We have sent You. The information we collect may include your Internet Protocol (IP) address (or proxy server), device and application identification numbers, location, browser type, Internet service provider and/or mobile carrier, the pages and files you viewed, Your searches, Your operating system and system configuration information, and date/time stamps associated with Your usage. This information is used to analyze overall trends, to help us provide and improve our Services and to guarantee their security and continued proper functioning.

#### Health Data

In addition to demographic information, We will collect information regarding your

health conditions, age, gender, weight, height, medical history, symptoms, social and family history and communications between You and the healthcare provider providing healthcare services to you via the App. We collect this information to provide You with the Services and to provide Your healthcare provider providing healthcare services through the App with the information required to provide medical treatment.

### **How will We use Your Personal Data?**

We process your Personal Data for purposes based on legitimate business interests, the fulfillment of our Services to You, compliance with Our legal obligations, and/or Your consent. We only use or disclose Your Personal Data when it is legally mandated or where it is necessary to fulfill the purposes described herein. Where required by law, we will ask for your prior consent before doing so.

Specifically, we process Your Personal Data for the following legitimate business purposes:

- To fulfill our obligations to You under the Terms of Use
- To communicate with You about and manage Your User Account
- To properly store and track Your data within our system
- To respond to lawful requests from public and government authorities, and to comply with applicable state/federal law, including cooperation with judicial proceedings or court orders.
- To protect our rights, privacy, safety, or property, and/or that of you or others by providing proper notices, pursuing available legal remedies, and acting to limit Our damages
- To handle technical support and other requests from You
- To enforce and ensure your compliance with our Terms of Use or the terms of any other applicable services agreement We have with You
- To manage and improve our operations and the Platform, including the development of additional functionality
- To manage payment processing
- To evaluate the quality of service You receive, identify usage trends, and thereby improve Your user experience
- To keep our Platform safe and secure for You and for Us
- To send You information about changes to our terms, conditions, and policies
- To allow us to pursue available remedies or limit the damages that we may sustain
- To provide access to the authorized healthcare provider/caregiver (with your consent), to enable that individual to monitor your progress and overall condition and to follow up with you, as they deem appropriate.

## **Where is your Personal Data processed?**

Personal Data Revive collects through the Platform will be stored on secure servers in the United States. Personal Data may be transmitted to third parties, which parties may store or maintain the data on their secure servers. These third parties are not permitted to transfer your Personal Data outside of the United States.

## **Will We share your Personal Data with anyone else?**

Yes, with the healthcare provider(s) (“Provider”) with whom You connect via the Platform.

We will share information you enter into the Platform, as well as any reports generated by the Platform based on the information you enter, with the Provider with whom connect via the Platform.

Yes, with third parties that help us power our Platform

Revive has a limited number of service providers and other third parties (“Business Partners”) that help us run various aspects of our business. These Business Partners are contractually bound to protect your Personal Data and to use it only for the limited purpose(s) for which it is shared. Business Partners’ use of Personal Data may include, but is not limited to, the provision of services such as data hosting, IT services, customer service, and payment processing.

Yes, with third parties and the government when legal or enforcement issues arise

We may share your Personal Data, if reasonable and necessary, to (i) comply with legal processes or enforceable governmental requests, or as otherwise required by law; (ii) cooperate with third parties in investigating acts in violation of this Agreement; or (iii) bring legal action against someone who may be violating the Terms of Use or who may be causing intentional or unintentional injury or interference to the rights or property of Revive or any third party, including other users.

Yes, with third parties that provide advisory services

We may share your Personal Data with Our lawyers, auditors, accountants, or banks, when we have a legitimate business interest in doing so.

Yes, with third parties in the event of a reorganization, merger, sale, joint venture, assignment, transfer, or other disposition of all or any portion of the Revive corporate

entity, assets, or stock (including in connection with any bankruptcy or similar proceedings)

If We share Your Personal Data with a third party other than as provided above, You will be notified at the time of data collection or transfer, and You will have the option of not permitting the transfer.

### **How long do We retain Personal Data?**

We will retain your Personal Data for as long as you maintain a User Account and up to seven (7) years after the account is closed. The exact period of retention will depend on the type of Personal Data, our contractual obligation to You, and applicable law. We keep your Personal Data for as long as necessary to fulfill the purpose for which it was collected, unless otherwise required or necessary pursuant to a legitimate business purpose outlined herein. At the end of the applicable retention period, We will remove your Personal Data from our databases and will request that our Business Partners remove your Personal Data from their databases. If there is any data that we are unable, for technical reasons, to delete entirely from our systems, we will put in place appropriate measures to prevent any further processing of such data. We retain anonymized data indefinitely.

NOTE: Once we disclose your Personal Data to third parties, we may not be able to access that Personal Data any longer and cannot force the deletion or modification of any such information by the parties to whom we have made those disclosures. Written requests for deletion of Personal Data other than as described should be directed to [help@revive-healthcare.com](mailto:help@revive-healthcare.com).

### **What is Our Cookie Policy?**

Cookies are small files that a web server sends to your computer or device when you visit a web site that uses cookies to keep track of your activity on that site. They hold a small amount of data specific to that web site, which can later be used to help remember information you enter into the site (like your email or other contact info), preferences selected, and movement within the site. If you return to the previously visited web site (and your browser has cookies enabled), the web browser sends the small file to the web server, which tells it what activity you engaged in the last time you used the site, and the server can use the cookie to do things like expedite logging in and retrieving user data and keeping your browser session secure.

We use cookies and other technologies to, among other things, better serve you with more tailored information, and to facilitate efficient and secure access to the Platform. We only use essential cookies. Essential cookies are those necessary for use to provide services to you. We have provided, below, a full list of our cookies, categorized as described above. We have described the purpose of each, whether they are Revive or Third-Party cookies, and how to withdraw consent to their use. We have also indicated which cookies are “session cookies” (which last for as long as you keep your browser open) and “persistent cookies” (which remain on your hard drive until you delete them, or they expire).

We may also collect information using pixel tags, web beacons, clear GIFs, or other similar technologies. These may be used in connection with some Site pages and HTML formatted email messages to, among other things, track the actions of Site users and email recipients, and compile statistics about Site usage and response rates.

**Essential Cookies:**

<b>Cookie</b>	<b>Feature</b>	<b>Purpose</b>
auth0	Single Sign On	Used to implement the Auth0 Session Layer.
auth0_compat	Single Sign On	Fallback cookie for Single Sign On on browsers that don't support the sameSite=None attribute.
auth0_mf	Multi-factor Authentication	Used to establish the trust level for a given device.
auth0-mf_com pat	Multi-factor Authentication	Fallback cookie for Multi-factor Authentication on browsers that don't support the sameSite=None attribute.
did	Attack Protection	Device identification for the purposes of Attack Protection.
did_compat	Anomaly Detection	Fallback cookie for Anomaly Detection on browsers that don't support the sameSite=None attribute.

**How can You “Opt Out” of Cookies?**

If you prefer, you can usually choose to set your browser to remove cookies and reject cookies. If you enable a do not track (DNT) signal or otherwise configure your

browser to prevent Revive from collecting cookies, You will need to reenter your username each time you visit the login page.

### **How do We protect Your Personal Data?**

ReviveHealth is committed to protecting the security and confidentiality of your Personal Data. We use a combination of reasonable physical, technical, and administrative security controls to maintain the security and integrity of your Personal Data, to protect against any anticipated threats or hazards to the security or integrity of such information, and to protect against unauthorized access to or use of such information in our possession or control that could result in substantial harm or inconvenience to you. However, Internet data transmissions, whether wired or wireless, cannot be guaranteed to be 100% secure. As a result, we cannot ensure the security of information you transmit to us. By using the Platform, you are assuming this risk.

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### **Safeguards**

The information collected by ReviveHealth and stored on secure servers, is protected by a combination of technical, administrative, and physical security safeguards, such as authentication, encryption, backups, and access controls. If ReviveHealth learns of a security concern, We may attempt to notify You and provide information on protective steps, if available, through the email address that You have provided to Us or by an in-app notification. Depending on where You live, You may have a legal right to receive such notices in writing.

You are solely responsible for protecting information entered or generated via the Platform that is stored on Your device and/or removable device storage. Revive has no access to or control over Your device's security settings, and it is up to You to implement any device level security features and protections You feel are appropriate (e.g., password protection, encryption, remote wipe capability, etc.). We recommend that You take any and all appropriate steps to secure any device that You use to access Our Platform.

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NOTWITHSTANDING ANY OF THE STEPS TAKEN BY US, IT IS NOT POSSIBLE TO GUARANTEE THE SECURITY OR INTEGRITY OF DATA TRANSMITTED OVER THE INTERNET. THERE IS NO GUARANTEE THAT YOUR PERSONAL DATA WILL NOT BE ACCESSED, DISCLOSED, ALTERED, OR DESTROYED BY BREACH OF ANY OF OUR PHYSICAL, TECHNICAL, OR ADMINISTRATIVE SAFEGUARDS. THEREFORE, WE DO NOT AND CANNOT ENSURE OR WARRANT THE SECURITY OR INTEGRITY OF ANY PERSONAL DATA YOU TRANSMIT TO US AND YOU TRANSMIT SUCH PERSONAL DATA AT YOUR OWN RISK.

### **How can You Protect Your Personal Data?**

In addition to securing Your device, as discussed above, We will NEVER send you an email requesting confidential information such as account numbers, usernames, passwords, or social security numbers, and You should NEVER respond to any email requesting such information. If You receive such an email purportedly from Revive, DO NOT RESPOND to the email, and DO NOT click on any links and/or open any attachments in the email, and notify ReviveHealth support at [help@revive-healthcare.com](mailto:help@revive-healthcare.com).

You are responsible for taking reasonable precautions to protect Your user ID, password, and other User Account information from disclosure to third parties, and You are not permitted to circumvent the use of required encryption technologies. You should immediately notify ReviveHealth at [\*\*help@revive-healthcare.com\*\*](mailto:help@revive-healthcare.com) if You know of or suspect any unauthorized use or disclosure of Your user ID, password, and/or other User Account information, or any other security concern.

## Your rights

You have certain rights relating to your Personal Data, subject to local data protection laws. These rights may include:

- to access your Personal Data held by us
- to erase/delete your Personal Data, to the extent permitted by applicable data protection laws
- to receive communications related to the processing of your personal data that are concise, transparent, intelligible, and easily accessible;
- to restrict the processing of your Personal Data to the extent permitted by law (while we verify or investigate your concerns with this information, for example);
- to object to the further processing of your Personal Data, including the right to object to marketing;
- to request that your Personal Data be transferred to a third party, if possible;
- to receive your Personal Data in a structured, commonly used and machine-readable format
- to lodge a complaint with a supervisory authority
- to rectify inaccurate Personal Data and, taking into account the purpose of processing the Personal Data, ensure it is complete
- to not be subject to a decision based solely on automated processing, including profiling, which produces legal effects ("Automated Decision-Making"); and

Where the processing of Your Personal Data by ReviveHealth is based on consent, You have the right to withdraw that consent without detriment at any time or to exercise any of the rights listed above by emailing ReviveHealth at [help@revive-healthcare.com](mailto:help@revive-healthcare.com).

### **How can You update, correct, or delete Personal Data?**

You may update your registration or credit card information by accessing and editing your records at [myrevive.health](https://myrevive.health). Assistance is available by email to [help@revive-healthcare.com](mailto:help@revive-healthcare.com) or you may contact the call center at 888-220-6650.

Although We will use reasonable efforts to do so, You understand that it may not be technologically possible to remove from our systems every record of your Personal Data. The need to back up our systems to protect information from inadvertent loss means a copy of your Personal Data may exist in a nonerasable form that will be difficult or impossible for us to locate or remove.

### **Can You "OPT-OUT" of receiving communications from Us?**



We pledge not to market third party services to You without Your consent. We only send emails to You regarding Your ReviveHealth account and services unless We have Your express consent to do so. You can choose to filter these emails using Your email client settings, but We do not provide an option for You to opt out of these emails.

### **Information submission by minors**

We only collect Personal Data from individuals under the age of 18 with the participation of the parent or legal guardian. If an individual is under 18, we will only obtain the individual's Personal Data with the written authorization of the individual's parent or legal guardian.

If You are a resident of California, under the age of 18 and have registered for an account with Us, You may ask Us to remove content or information that You have posted to Our application.

### **California Residents**

California residents may request and obtain from Us, once a year, free of charge, a list of third parties, if any, to which We disclosed their Personal Data for direct marketing purposes during the preceding calendar year and the categories of Personal Data shared with those third parties. If You are a California resident and wish to obtain that information, please submit Your request by sending Us an email at [help@revive-healthcare.com](mailto:help@revive-healthcare.com) with "California Privacy Rights" in the subject line.

### **Contact Us**

If You have any questions about this Privacy Policy, please contact Us by email at [help@revive-healthcare.com](mailto:help@revive-healthcare.com) or please write to: Revive Health, Inc., 5000 Sawgrass Circle, Suite 4, Ponte Vedra, FL 32082. Please note that email communications are not always secure; so please do not include sensitive information in Your emails to Us.