

WELLD HEALTH, LLC

ACCEPTABLE USE POLICY

Last Updated: April 3, 2019

This ACCEPTABLE USE POLICY (the “Acceptable Use Policy” or “Policy”) governs the use of the Welld Website and all apps and services offered by WELLD HEALTH, LLC, a Delaware limited liability company, LEGACY MANAGEMENT GROUP, INC., a Virginia corporation and our affiliates (referred to herein as “Welld”, “we”, “us”, or “our”). This Policy is incorporated by reference into each agreement between the Welld and our Clients and End Users. This Acceptable Use Policy is also incorporated by reference into the Terms of Use applicable to our website at www.welldhealth.com (the “Welld Website”).

PLEASE CHECK THIS ACCEPTABLE USE POLICY FREQUENTLY. We may modify this Policy at any time by posting the modified policy on our website, which will qualify as adequate and complete notice to you.

- 1. DEFINITIONS.** Except as defined herein, capitalized terms used in this Acceptable Use Policy have the meanings set forth in the End User License Agreement (“EULA”).
- 2. PURPOSE.** As used in this Policy, “Welld Service” (or “Service”) means the Welld Website and the Welld mobile and website application(s), including all related services, systems, and documentation (the “Application”). The purpose of this Acceptable Use Policy is to enhance the quality of the Welld Service and to protect Welld’s Clients, End Users, and the Internet community from illegal, irresponsible, or disruptive Internet activities. This Policy applies to visitors to the Welld Website, End Users of the Application, and to each third-party Client and user (including but not limited to participating fitness clubs, physicians, and employers) and their employees, agents, contractors who obtain services from Welld on their behalf (collectively, “Users”).
- 3. THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.** You are not allowed to use the Welld Service in any way that infringes the Intellectual Property Rights of Welld or of any other person, and you represent and warrant to us that the User Content that you post, display, upload, transmit, or otherwise make available on or through the Welld Service does not infringe any person’s Intellectual Property Rights. If you notice or suspect any content may infringe the intellectual property rights of others, please review and comply with the Welld Copyright Policy, available at: <https://welldhealth.com/storage/app/media/LegalDocuments/copyright-policy.pdf>.
- 4. SAFETY AND RIGHTS OF OTHERS.** Except as expressly permitted by separate agreement or authorized by the affected person(s), and only following execution of any applicable business associate agreement, you agree that you will not:

- Use the Welld Service for the purpose of exploiting or harming (or attempting to exploit or harm) any other person, including minors in any way, whether by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
- Engage in phishing, or transmit spam, junk mail, chain letters, pyramid schemes, or the like through the Welld Service;
- Use any software or other technology to attempt to profile or identify any other Welld User;
- Upload to or transmit through the Welld Service any other person's Health Information or private or sensitive information, including, for example, Social Security numbers or taxpayer identification numbers, passport numbers, driver's license numbers or other government-issued identification numbers, bank account numbers, credit or debit card numbers, login or authentication credentials (such as passwords), non-public contact information (including phone numbers, street or mailing addresses, and e-mail addresses), addresses that are considered and treated as private, images or videos that are considered private under applicable laws, or other similar information.
- Delete, add to, or modify any User's Account Information without that User's permission;
- Use the Welld Service to misappropriate or infringe the patents, copyrights, trademarks, or other Intellectual Property Rights of any third party;
- Use the Welld Service to copy material from third parties without proper authorization;
- Use the Welld Service to publish falsehoods or misrepresentations that could damage or harm Welld or any other person;
- Submit content that is obscene, defamatory, libelous, slanderous, threatening, harassing, abusive, embarrassing, hateful, or racially or ethnically offensive to any other person, or that is unlawful or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; or
- Upload or transmit through the Welld Service any false or fraudulent information, including identity, financial, insurance, or Health Information, or to use the Welld Service to impersonate any person.

5. **NO DISRUPTIVE ACTIVITIES.** We want all of our Users to enjoy a high quality experience when using the Welld Service. You agree that you will not:

- Send any content or materials to or through the Welld Service that do not comply with this Acceptable Use Policy, the EULA, or any service agreement between you and Welld;
- Access the Welld Service using the Login Credentials or Welld Account of another User;

- Circumvent, compromise, or undermine the security or integrity of the Welld Website, the Application, or the Welld Service, or attempt to do so;
- Probe, scan, or test the vulnerability of the Welld Website, the Application, or the Welld Service, or any systems, networks, servers, computers, devices, or equipment owned, controlled, or used by Welld or Users;
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any part of the Welld Website, the Application, or the Welld Service, or any server, network, computer, device, system, or database owned, controlled, or used by any of Welld or related to, associated with, or connected to the Welld Service;
- Use any automated device, process, or means (such as robots or spiders) to access or use the Welld Service for any purpose, including monitoring or copying any Welld materials, or uploading data;
- Attack the Welld Service via a denial-of-service or distributed denial-of-service attack;
- Use the Welld Service in any manner that we believe could disable, overburden, damage, impair, or interfere with the proper operation of the Welld Service;
- Interfere with or disrupt the performance or integrity or accuracy of the Welld Service or any data transmitted by or through the Welld Service;
- Engage in any other conduct that, in our determination, restricts or inhibits anyone's use or enjoyment of the Welld Service or that may harm Welld or Users or expose Welld or Users to liability;
- Transmit any viruses, Trojan horses, worms, malware, or other material which is malicious or technologically harmful through the Welld Service; or
- Use the Welld Service in any manner that violates any applicable regulation, rule or law.

6. **BANNED USERS.** We reserve the right to permanently ban any user who violates this Acceptable Use Policy (or any provision of the EULA). You agree that if banned, you will not, at any time after being banned, access or use the Welld Service.

7. **ADULT CONTENT.** Users are prohibited from uploading, posting, or transmitting any content that includes visual depictions of nudity, pornography, sexual acts, the consumption of illegal substances, or acts of violence, or any content that is inappropriate for minors.

8. **REMEDIES.** If Welld learns of or in its reasonable estimation believes that there is a violation of this Acceptable Use Policy, Welld may, in its sole discretion, take one or more of the following actions, with or without notice to User:

- warn the User;
- remove any offending content;

- suspend or terminate the User's access to the Welld Website, Application, or Welld Service;
- impose fees or charges on the offending User account;
- take any other action in accordance with this Acceptable Use Policy, the applicable services agreement, applicable law, or deemed appropriate in Welld's sole discretion.

9. DISCLAIMER. Welld expressly disclaims any obligation to monitor its Users with respect to violations of this Acceptable Use Policy. Welld has no liability or responsibility for the actions of any of its Users or any content any User may post to on any website.

10. RESERVATION OF RIGHTS. Welld reserves the right to cooperate with appropriate legal authorities in investigation of claims of illegal activity involving Welld Service and Users. Welld reserves all other rights to respond to violations of this Acceptable Use Policy to the extent of applicable law and in accordance with any applicable contractual obligations. Welld may utilize technical means to monitor communications in and out of its network facilities to prevent the introduction of viruses or other harmful code, to prevent intrusions, and otherwise to enforce this Acceptable Use Policy, and User agrees that Welld is authorized to monitor its communications through Welld's network for such purposes. Any failure by Welld to enforce any of its rights under this Acceptable Use Policy or any applicable laws shall not constitute a waiver of such right.