

WELLDHEALTH.COM

TERMS OF USE

Last Updated: April 3, 2019

These **TERMS OF USE** form a contract between you and **WELLD HEALTH, LLC**, a Delaware limited liability company, **LEGACY MANAGEMENT GROUP, INC.**, a Virginia corporation, and the affiliates of each of the foregoing (“**Well**,” “**we**,” or “**us**”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, “**Terms**”), govern your access to and use of www.welldhealth.com (the “**Website**”) including any content, functionality, applications, and services offered on or through the Website, whether a registered user or not.

1. **DEFINITIONS.** Except as defined herein, capitalized terms used in the Terms have the meanings set forth in the End User License Agreement (“**EULA**”).
2. **ACCEPTANCE OF THE TERMS.** Please read the Terms carefully before you start to use the Website.

By using the Website or by clicking to accept the Terms when this option is made available to you, you accept and agree to be bound and abide by these Terms, our Privacy Policy (the “Privacy Policy”), and our Acceptable Use Policy (“Acceptable Use Policy”), both of which are incorporated by reference, found at:

<https://welldhealth.com/storage/app/media/LegalDocuments/privacy-policy.pdf>

<https://welldhealth.com/storage/app/media/LegalDocuments/mobile-app-eula.pdf>

If you do not want to agree to these Terms, the Acceptable Use Policy, or the Privacy Policy, you must not access or use the Website.

3. **CHILDREN UNDER 18 YEARS.** Use of the Website by anyone under 18 years old, including anyone under thirteen (13) years old, is expressly prohibited.
4. **CHANGES TO THE TERMS.** PLEASE CHECK THESE TERMS OF USE FREQUENTLY. We may modify these Terms at any time by posting the modified terms on the Website, which will qualify as adequate and complete notice to you.
5. **ACCESSING THE WEBSITE AND ACCOUNT SECURITY.**

With respect to these Terms, we reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Website.

- Ensuring that all persons who access the Website through your internet connection are aware of these Terms and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our Privacy Policy and you consent to all actions we take with your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures (collectively, “**Login Credentials**”), you must treat the Login Credentials as confidential, and not disclose them to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your Login Credentials or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your Login Credentials or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

6. INTELLECTUAL PROPERTY RIGHTS

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by Welld, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms permit you to use the Website solely for informational purposes, or for the business purposes contemplated in the relevant services or license agreement you may have with us. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in memory incidental to your accessing and viewing those materials.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

- If you are a participating fitness club, participating physician, or participating employer, you may download information about end users connected to you as permitted by the Website.

You must not:

- Modify copies of any materials from this Website.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you wish to make any use of material on the Website other than that set out in this section, please address your request to: legal@welldhealth.com.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by Welld. Any use of the Website not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

7. TRADEMARKS.

The Welld trademarks listed below, and all related names, logos, product and service names, designs, and slogans are trademarks of Welld or its affiliates or licensors.

- WELLD
- WELLD HEALTH, LLC
- WELLD HEALTH
- EWR



You must not use such marks without the prior written permission of Welld. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

8. PROHIBITED USES.

You may use the Website only for lawful purposes and in accordance with these Terms. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).

- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the content standards set out in these Terms.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate Welld, a Welld employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm Welld or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

9. USER CONTRIBUTIONS.

The Website may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, “**Interactive Services**”) that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, “**post**”) content or materials (collectively, “**User Contributions**”) on or through the Website.

All User Contributions must comply with the content standards set out in these Terms and the Acceptable Use Policy. Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant

us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material according to your account settings.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms and the Acceptable Use Policy.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not WellD, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Website.

10. MONITORING AND ENFORCEMENT; TERMINATION

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms, including the content standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for WellD.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. **YOU WAIVE AND HOLD HARMLESS WELLD AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.**

However, we cannot review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided

by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

11. CONTENT STANDARDS

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms, our Acceptable Use Policy, and our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

12. COPYRIGHT INFRINGEMENT. If you believe that User Contributions violate your copyright, please see our Copyright Policy for instructions on sending us a notice of copyright infringement <https://welldhealth.com/storage/app/media/LegalDocuments/copyright-policy.pdf>. It is the policy of Welld to terminate the user accounts of repeat infringers.

13. RELIANCE ON INFORMATION POSTED

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website includes content provided by third parties, including but not limited to materials provided by other users, third-party licensors, and third-party content contributors. All statements

and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Welld, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Welld. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

14. Changes to the Website. We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

15. Information About You and Your Visits to the Website. All information we collect on this Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

16. LINKING TO THE WEBSITE AND SOCIAL MEDIA FEATURES.

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

This Website may provide certain social media features, which may be updated from time to time. You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

17. LINKS FROM THE WEBSITE. If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

18. DISCLAIMER OF WARRANTIES.

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

19. LIMITATION ON LIABILITY.

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF WELLD AND ITS SUBSIDIARIES AND AFFILIATES, AND THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED \$1,000.00.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

20. INDEMNIFICATION. You agree to defend, indemnify, and hold harmless Welld, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services, and products other than as expressly authorized in these Terms, or your use of any information obtained from the Website.

21. GOVERNING LAW. All matters relating to the Website and these Terms, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction).

22. INFORMAL DISPUTE RESOLUTION; VENUE; JURISDICTION. We believe you will have a positive experience using the Website, and we invite you to contact us about any questions or issues you experience. We want to address any concerns you may have about the Website without needing to engage in a formal legal process. Before or filing a lawsuit, you agree to attempt to resolve the dispute informally by e-mailing us at legal@welldhealth.com. You and Welld agree to work in good faith to settle any dispute, claim, controversy, question, or disagreement directly through consultation and good faith negotiations, which is a prerequisite to either you or Welld initiating a lawsuit. Any legal suit, action, or proceeding arising out of, or related to, these Terms or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the Commonwealth of Virginia in each case located in the City of Charlottesville, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms in your country of residence or any other relevant country (if applicable). You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

23. WAIVER OF JURY TRIAL. YOU AND WELLD IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT YOU OR WELLD MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO (A) THESE TERMS, (B) THE WEBSITE, OR (C) THE PERFORMANCE OR NON-PERFORMANCE BY YOU OR WELLD OF ANY OBLIGATIONS UNDER THESE TERMS, OR (D) ACTUAL OR ALLEGED INFRINGEMENT BY YOU, WELLD, OR THE WEBSITE OF ANY INTELLECTUAL PROPERTY RIGHTS. YOU CERTIFY AND ACKNOWLEDGE THAT: (1) WELLD HAS NOT REPRESENTED, EXPRESSLY OR OTHERWISE, THAT WELLD WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION; (2) YOU HAVE CAREFULLY CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (3) YOU ARE MAKING THIS WAIVER KNOWINGLY AND VOLUNTARILY; AND (4) YOU HAVE BEEN

INDUCED TO ENTER INTO THIS EULA BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS IN THIS SECTION.

24. LIMITATION ON TIME TO FILE CLAIMS. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY WAIVED.

25. WAIVER AND SEVERABILITY. No waiver by Welld of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Welld to assert a right or provision under these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

26. ENTIRE AGREEMENT. The Terms, our Acceptable Use Policy, our Copyright Policy, and our Privacy Policy constitute the sole and entire agreement between you and Welld regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

27. YOUR COMMENTS AND CONCERNS. The Website is operated by Welld Health, LLC, 455 2nd Street SE, Suite 301, Charlottesville, VA 22902. All notices of copyright infringement claims should be sent to the copyright agent designated in our Copyright Policy at <https://welldhealth.com/storage/app/media/LegalDocuments/copyright-policy.pdf> in the manner and by the means set out therein. All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: Legal@welldhealth.com.