

Terms of Service

Healthiby, LLC (referred to as "we", "us" or the "Company" throughout this document) welcomes you to our Website.

Please read our Terms of Service carefully.

Acceptance of the Terms of Service

The following terms and conditions, together with any documents they expressly incorporate, including but not limited to the most recent versions of our Privacy and Security Policy, Participation Agreement and any applicable Official Rules (collectively, "Terms of Service"), describe and define your access to and use of Healthiby's:

- Website (www.healthiby.com) (the "Website"),
- Software-as-a-service (SaaS) application, accessible from the Website's subdomains (the "Application"), and
- Wellness rewards program (the "Program").

Collectively, throughout these Terms of Service, the Website, the Application and the Program are referred to as the "Services".

These Terms of Service apply to:

- Visitors to the Website ("Users")
- Eligible and authorized participants ("Participants") who activate and utilize a Healthiby account ("Account") on the Application
- All content, functionality, features part of Healthiby's Services

Users and Participants confirm that you:

- (i) Have read the Terms of Service
- (ii) Agree to adhere to and abide by the Terms of Service
- (iii) Satisfy eligibility criteria and agree to any required additional terms and conditions, should you become a Participant in our Program
- (iv) Agree to our collection, use, analysis, display and other handling of data and information, per these Terms of Services and our Privacy and Security Policy.

If you do not agree to these terms, please refrain from using our Services.

Contact us with any questions about these Terms of Service at admin@healthiby.com

BY DOWNLOADING, ACCESSING, BROWSING OR USING THE SERVICES (INCLUDING YOUR SUBMISSION OF INFORMATION TO THE SERVICES), YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THESE TERMS OF SERVICE, INCLUDING THE PRIVACY POLICY (WHICH IS INCORPORATED HEREIN BY REFERENCE), AND TO COMPLY WITH ALL APPLICABLE UNITED STATES LAWS AND REGULATIONS. You agree that the Terms of Service, combined with your act of using the Services, have the same legal force and effect as a written contract with your written signature and satisfy any laws that require a writing or signature, including any applicable statute of frauds. You further agree that you

shall not challenge the validity, enforceability, or admissibility of the Terms of Service on the grounds that it was electronically transmitted or authorized.

PLEASE BE AWARE THAT THESE TERMS OF SERVICE INCLUDE LIMITATIONS ON THE LIABILITY OF HEALTHIBY AND OUR OBLIGATIONS RELATING TO THE SERVICES, CERTAIN CONDITIONS WITH RESPECT TO JURISDICTION, FILING CLAIMS, AND CERTAIN EXCLUSIONS OF HEALTHIBY'S RESPONSIBILITY.

Changes to this Terms of Service and our Services

We are constantly evolving and expanding our Application and our Program to improve our Services and better meet the needs of our Participants. Elements and offerings of our Service may change over time.

Healthiby, in its sole discretion, reserves the right to update, revise, supplement and to otherwise modify these Terms of Service, and to impose new or additional terms and conditions on your use of the Services from time to time. Such updates, revisions, supplements, modifications and additional rules, polices, terms and conditions (collectively referred to in these Terms of Service as "Additional Terms") will be effective immediately and incorporated into these Terms of Service upon notice thereof, which may be given by any reasonable means, including by posting to the Website or the Application. Your continued viewing or use of the Services following such notice will be deemed to conclusively indicate your acceptance of any and all such Additional Terms.

This document is public on the Website and the Application, and it will be updated as needed. Please check the Website or the Application for updated versions. Should substantial, material changes be made that affect your experience or our Application or Program, Participants will be notified. Continued use of the Services following the publishing of updated Terms of Service confirms that you accept and agree to the changes.

Our Services

Healthiby's Program guides and supports Participants in adopting healthy behaviors and achieving health and wellness goals through (i) data-driven goal setting and tracking, (ii) wellness coaching, (iii) contest and sweepstakes facilitation and (iv) opportunity to earn rewards and payout.

In order to establish a wellness baseline, against which improvements and outcomes will be compared and potentially rewarded, Healthiby collects personal health information and recommends individual health and wellness goals based on widely available (i) best practices and (ii) evidence-based studies, which describe achievable performance and measurable outcomes. The goals are adjusted slightly to individuals' unique personal conditions and biometrics, but, regardless of the personalization, they are health and wellness targets based on widely known and accepted best practices.

YOU SHOULD CONSULT YOUR PHYSICIAN BEFORE STARTING ANY NUTRITION, DIET, EXERCISE, FITNESS, OR WELLNESS PROGRAM.

We encourage Participants to consult with their medical or healthcare providers before commencing the Program or taking action on goals recommended, Healthiby content viewed online or by email, or suggestions from coaches or other Healthiby contractors or representatives.

To utilize our Services, you represent that you are in good enough health to begin the Program. Any content or information from Healthiby on its Website, Application, or in its emails should not be construed as medical or health advice. If a Participant has any reservations, concerns or lack of full and complete agreement about the relevance of the wellness goal(s) recommended, he/she is 100% responsible for contacting his or her physician and seeking input, guidance or alternative goal recommendations.

Healthiby does NOT PROVIDE DIAGNOSIS or TREATMENT PLANS. The Service does not provide specific medical advice. It remains Participants' responsibilities to evaluate the relevance, accuracy, completeness, and usefulness of all Healthiby recommended goals and other content. Healthiby IS NOT A SUBSTITUTE for the diagnosis and advice of a healthcare or medical professional. Healthiby MUST NOT BE USED INSTEAD OF OR AS A SUBSTITUTE FOR MEDICAL ADVICE AND DIAGNOSIS. USE OF THE SERVICES IS NOT FOR MEDICAL EMERGENCIES. IF YOU THINK YOU HAVE A MEDICAL EMERGENCY, CALL 911 IMMEDIATELY.

BY PARTICIPATING IN THE HEALTHIBY PROGRAM, PARTICIPANTS ACKNOWLEDGE THAT HEALTHIBY IS NOT ENGAGED IN THE PRACTICE OF MEDICINE, AND THAT ALL PARTICIPANT ACTIONS AND DECISIONS WILL BE THE EXCLUSIVE RESPONSIBILITY OF PARTICIPANTS. HEALTHIBY ADVISES PARTICIPANTS TO MAKE DECISIONS ABOUT THEIR PARTICIPATION IN THE PROGRAM AND GOAL-RELATED ACTIVITIES UNDER THE GUIDANCE OF A PHYSICIAN. HEALTHIBY EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY ADVERSE CONSEQUENCES OR DAMAGES RESULTING FROM PARTICIPATION IN HEALTHIBY PROGRAM. Participants agree, at their expense, to indemnify and hold Healthiby harmless from any and all losses, liabilities, or damages resulting from any and all claims, causes of action, suits, proceedings, or demands against Healthiby arising from or related to information or goal recommendations from Healthiby.

The effectiveness of the Program depends upon the active engagement and effort from Participants. Individual results will vary for a variety of reasons, and Healthiby cannot guarantee that any Participant will achieve any recommended health or wellness goals.

Your use of the Services may be subject to additional terms and conditions, including without limitation a Participation Agreement and Official Rules.

Access, Security and Privacy

We continue to work on improving and growing Healthiby, but we are not able to *guarantee* that the Website or the Application will be 100% functional without interruption, 24 hours a day, 7 days a week. To obtain an account on the Application and participate in the Program, you must be 25 years or older, provide your full legal name, a valid email address for you, phone number, zip code, and any other information requested to complete the on-boarding process. Additionally, you must agree to be bound by these Terms of Service, the Participation Agreement and any applicable Official Rules.

To receive an invitation to activate a Participant Account on our Application, you must:

- Satisfy Healthiby's eligibility criteria, as described herein and as further described in the Participation Agreement, and
- Submit the requested biometrics and survey, as described in the Participation Agreement,
- Or, in lieu of biometric information, you must be personally invited as a friend or family member of a Participant who has an active Healthiby Participant Account

All Participant Accounts require a personal email address, phone number, zip code and secure password. Participant Accounts that require a deposit and/or the provision of personal health data and information will be managed in accordance with our Privacy and Security Policy.

Passwords should be treated as confidential information and not disclosed to any other individual or third party. We recommend that you choose a strong password and that you log out from your Account at the end of every session.

As is customary for internet websites, we reserve the right to disable any Participant Account if, in our opinion and at our sole discretion, a Participant has failed to comply with any provision of these Terms of Service, the Participation Agreement, or our Privacy and Security Policy.

We take steps to maintain the security of your data while using the Services. Our Privacy and Security Policy defines how we handle and secure your personally identifiable information and data. By using the Services, you consent to all actions we take with respect to your information, as described within our Privacy and Security Policy. Our Privacy and Security Policy is itself incorporated into these Terms of Service by reference.

You are the sole authorized user of your Participant Account. You are solely and fully responsible for maintaining the confidentiality of your Participant Account information, including your account password. Therefore, you must take steps to ensure that others do not gain access to your password and Participant Account. You are also responsible for all activities that occur in connection with your Participant Account. If you suspect that any unauthorized party is using your Participant Account, you agree to notify us immediately. Also, you may not cede, assign or transfer your rights in terms of the Participation Agreement or share your Participant Account with anyone, and we reserve the right to immediately terminate your Participant Account if you do transfer or share your Account. However, we understand that you may show information inside of your Participant Account with a family member or friend to demonstrate how the Services work.

Eligibility and Use

Healthiby Participant Accounts on the Application may only be activated and utilized by:

- U.S. citizens who are at least 25 years old
- Individuals who are residents of and physically located in a jurisdiction in which participation is permitted and unrestricted by laws and regulations. Approved jurisdictions are described herein and in the Participation Agreement.

Healthiby Participant Accounts are for the exclusive and personal use of the individuals assigned. Individuals may not authorize others to use a personal Healthiby Participant Account and may not assign or otherwise transfer an account to another person or entity.

Permitted Access by Location

The Services offered are controlled by Healthiby which is headquartered in the United States of America.

Healthiby's Website (www.healthiby.com) is accessible to and directed at users in the U.S.

Healthiby's Application (accessible via login to subdomain sites of www.healthiby.com) and Program are accessible in limited U.S. state jurisdictions until further notice. Considering the ever-evolving legal and regulatory framework pertaining to gaming at the national and local levels, Healthiby reserves the right to update the permissible state listed below on an on-going basis:

- Texas
- Nebraska

By accessing the Services both you and Healthiby agree that the statutes and laws of the States of Texas and Nebraska, without regard to conflicts of law principles thereof, will apply to all matters arising from or relating to use of the Services, or the information contained herein. You and Healthiby also agree and hereby submit to the exclusive personal jurisdiction and venue of the Texas state courts (in the county of Harris and the United States District Court for the Southern District of Texas) and Nebraska state courts, with respect to such matters, and waive any jurisdictional or venue defenses otherwise available.

Healthiby makes no representation that materials from or by its Services are appropriate or available for use in other locations and accessing them from territories where its Program is illegal is prohibited. Those who choose to access Healthiby's Services from other locations do so on their own initiative and are responsible for compliance with local laws. Registration for, and use of, the Services are void where prohibited. You are responsible for determining whether the use of the Services is legal in your jurisdiction.

Our Services, including the contests, sweepstakes and rewards offered, are void where prohibited or restricted by law. Healthiby does not certify that the list of approved jurisdictions contains all states that would allow Participants to access and utilize our Services legally.

Participants are solely responsible for complying with all applicable laws and regulations that could affect their use of our Application and participation in our Program. Each Participant must determine whether the state, county, territory or jurisdiction where s/he resides permits participation in skills-based contests and/or sweepstakes. Participants agree to indemnify and hold Healthiby harmless if laws or regulations restrict or prohibit access or participation.

To the extent allowed by applicable law, Healthiby reserves the right to monitor the location from which Participants access our Application, collecting or tracking personal information (e.g., zip code or IP address). We reserve the right to block access to our Services if we believe a Participant is accessing it from a city, county, state or country that prohibits use of our Service.

Any dispute, controversy or difference that may arise between Healthiby and a Participant related to use of our Services or these Terms of Service ("Dispute"), shall be first submitted to non-binding mediation. If the Dispute is not resolved, then it shall be submitted for binding arbitration, in accordance with the Consumer Procedures and Rules of the American Arbitration Association. All Disputes will be arbitrated on an individual basis and there shall be no right or authority for any Dispute to be arbitrated on a class action basis or in any other representative capacity. In addition, Disputes brought to arbitration pursuant

to these Terms of Use may not be joined or consolidated in arbitration with Disputes brought by or against any third party, unless agreed to in writing by all parties.

Coaching Services

Wellness coaching is offered and will be conducted by Healthiby contractors. Any advice or recommendations provided by coaches must not be construed as a substitute for medical or healthcare professional advice or diagnosis. Coaches are responsible, in accordance with the requirements of their own certifications, licenses and legal obligations, to disclose the health and wellness areas in which they are qualified to provide advice and expertise, and the areas in which they are not.

Contests and Sweepstakes

Healthiby gamifies and incentivizes Participant progress towards greater wellness via contests and sweepstakes. Contests and sweepstakes have their own parameters, criteria and rules, which are defined in the Participation Agreement and Official Rules, respectively.

Contests all meet at least one of the following two requirements:

- A bona fide contest for the determination of skill, in which case Participants have control over their individual outcomes, or
- Private, personal invitation to enter the contest, in which no person receives any economic benefit other than the potential personal winnings of a participant and, except for the advantage of skill, the chance of winning are the same for all participants.

All contests that Participants can enter via Healthiby's Application require skill to win. THESE ARE NOT GAMES OF CHANCE. The element of chance does not play a role in whether or not a Participant wins contests. Succeeding in a contest requires achieving a pre-determined target, an outcome or an outperformance of other contestants. Participants win rewards only when their own actions and behaviors, over which they have full control, lead to measurable progress and/or successful outcomes.

Healthiby's individual skills-based contests require a contest entry deposit. If a Participant succeeds in the contest, he/she receives the amount of their entry deposit back, plus a pro rata share of the pool formed by all unsuccessful Participants' contest entry deposits, as as described in the Participation Agreement. After deducting the total amount of all winning entry deposits from the pool, Healthiby will take 20% of the pool as revenue. Then the remaining pool shares shall be divided pro rata (proportional to the Participant's entry deposit amount compared to the total of all winning entry deposit amounts) and dispersed to the winners. More details and specifics on how contests are structured and played are in the Participation Agreement.

Healthiby may offer a sweepstakes. If it does, the Official Rules on Healthiby Sweepstakes ("Official Rules") document(s) will contain details about the rules and requirements of all applicable Healthiby sweepstakes. Separate Official Rules documents may govern separate sweepstakes. There will be no purchase necessary to enter any Healthiby sweepstakes. Participants will receive a copy of any active Official Rules document(s) prior to accessing a particular sweepstakes. Non-Participants may request a copy of active Official Rules by emailing Healthiby at: join@healthiby.com

Deposits and Payments

Deposit Fees

Healthiby requires each Participant to make a deposit. This deposit is required in order to start our Program, have access to coaching services and continue using our Application. Making the deposit signifies that the Participant is investing in his or her health.

Participants may choose how much to deposit, but there will be a minimum deposit amount required for each type of coaching service offered. The more personalized, frequent or time-intensive the coaching services, the higher the minimum deposit.

Deposit minimums and other requirements are established in marketing materials and provided in FAQs. Deposit amounts, contest entry fees and other fees may be changed from time to time.

Healthiby reserves the right to update its Application, these Terms of Service, Participation Agreement, FAQs and marketing materials with new payment or deposit information. Since the Program and the Application will continue to evolve as we receive feedback from Participants and other stakeholders, we expect our deposit and fee structure to evolve as well.

Billing and Payment Processor

Payments made via Healthiby's Website or Application for participation in our Program, including but not limited to Program Deposits and participation in skills-based contests, must be prepaid, and are non-refundable. Participants are fully responsible and liable for all charges, deposits and withdrawals made within their Participant Account, including any unauthorized charges, deposits or withdrawals, unless restricted by Applicable Law. Healthiby may change the price of Services at any time, but no price change will affect past purchases.

By providing a payment method to Healthiby, Participants:

- Represent that they are authorized to use the payment method provided and that such payment information is true and accurate;
- Authorize Healthiby to charge the payment method for one-time or on-going transaction, whichever is applicable;
- Authorize Healthiby to charge the payment method on file for additional contests, services, coaching or other aspects of our Program selected by the Participant, for which, upfront notice of additional applicable charges is provided;
- Agree to notify Healthiby promptly of any changes to credit card account numbers, expiration dates and/or billing addresses, or if a credit card expires or is canceled.

To the maximum extent allowed by applicable law, if Healthiby makes any billing or payment processing errors, notification must be received within 120 days so that we may promptly investigate the charge. To the maximum extent allowed by applicable law, Healthiby will not be liable for any losses resulting from the error beyond the timeframe specified and will not be required to correct the error or issue a refund. If a billing error is identified, it will be corrected within 90 days.

If there are errors that result in a loss to Healthiby, the involved Participant(s) must pay for all reasonable costs incurred to collect any past due amounts, including without limitation chargeback fees, reasonable attorneys' fees and other legal fees and costs.

Any attempt to defraud Healthiby through the use of credit cards or other methods of payment, regardless of the outcome, or any failure to honor authentic charges or requests for payment, will result in immediate termination of a Healthiby Participant Account, to the maximum extent allowed by applicable law, forfeiture of accrued virtual rewards and reimbursable deposits, and may result in civil litigation and/or criminal prosecution.

Payout of Accrued Rewards and Winnings

Healthiby pays out rewards earned in USD after an individual Participant's Program has ended. Programs end 12 months after the start date, unless otherwise indicated.

Payout of virtual rewards accrued will not occur unless the Participant:

1. Demonstrates improvement in the HealthiLife Goal by the end of the Program. *A minimum 1% improvement from the starting key performance indicator (KPI) value to the ending KPI value is required.*
2. Adheres to the rules and conditions established by these Terms and the Participation Agreement.
3. Completes the Program. Participants may not request a payout prior to completing the Program, for the total duration indicated on the Participation Agreement.

Payout will be via PayPal or another payment processor selected by Healthiby. Please read over PayPal's User Agreement for information regarding your PayPal account and any payment processing.

If any changes are made to the Participant's payout account information, since the initial deposit or payment to Healthiby, Healthiby may perform additional verification to ensure authorized access and use of the PayPal account recently added.

Participants will have the option to "roll-over" their HealthiBuck balance at the end of the Program into a follow-on Program. By rolling-over their HealthiBuck balance, Participants have the opportunity to keep all of their HealthiBucks. This gives Participants the opportunity to continue working towards potentially earning a higher payout.

Fees

Healthiby fees are as follows:

- 20% of all skills-based contest pools (excluding any private invitations and contests)
- Remaining HealthiBuck balance of all Participants post-payout, based on the rules and requirements established in the Participation Agreement and, if applicable, the Official Rules.

Refund Policy

No refunds will be given, unless required by law.

Taxes

If a Participant receives a payout of rewards that are greater than or equal to \$600 more than the initial deposit in a calendar year, the reward amount constitutes taxable income. The Participant is responsible for recording this income on a W-9 form, 1099-MISC form and/or other appropriate IRS form. The Participant acknowledges that she/he is solely responsible for paying all federal, state and other taxes in accordance with all applicable laws.

Participants are solely responsible for paying any and all federal, state or other applicable taxes. The payment of taxes on amounts earned is the Participant's responsibility. Healthiby is not liable to pay, reimburse for or otherwise provide the payment of any such taxes.

Intellectual Property Rights and Acceptable Use Guidelines

For purposes of these Terms of Service, the term "**Content**" includes, without limitation, information, data, documents, text, photographs, videos, audio clips, written posts and comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through our Services, by or on behalf of Healthiby.

Original content, features and functionality of Healthiby's Website, Application and Program are owned by Healthiby, LLC and may be protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws, to the extent applicable. You agree not to copy, modify, create derivative works of, publicly display, publicly perform, republish, any of our copyrighted material, except to the extent expressly permitted herein or in the Participation Agreement.

"Rewarding Wellness. Together." is a registered trademark of Healthiby, LLC and may not be used without permission.

You agree to use the Services only for lawful purposes and only for your own personal, non-commercial use and you may download or print a single copy of any portion of the Website for your personal, non-commercial use, provided you do not remove any trademark, copyright or other notice contained in such material. No other use is permitted unless otherwise expressly permitted by Healthiby.

Limited use of certain Healthiby Content is permitted with proper citation of source owner. For example, we permit and encourage re-posting of (i) Content from our "Resources" webpage, (ii) photos or messages posted on our social media pages (e.g., Instagram and Facebook), as long as the Healthiby hashtag (#healthiby) and/or credit (@healthiby) is used. If you have questions about whether and how to use Content, please address your questions by email to: admin@healthiby.com

Content added, created, uploaded, submitted, distributed, sent or posted by you, third parties or Participants, on our Website, Application or other platforms utilized by our Program (collectively "**User Content**") must be accurate, truthful, complete, up-to-date, and in compliance with all applicable laws, rules and regulations. User Content includes text, images, screenshots, photographs, videos, data and information.

User Content may be provided to Healthiby via online User and Participant surveys, uploads or submissions to Participant Accounts, or via email, phone calls or text/instant messaging. User Content may also be shared with other Participants, friends and family members via third party messaging or social media applications or tools that are integrated, partnering with or supporting Healthiby. Third party websites, applications, software and content are not reviewed or monitored for accuracy, appropriateness, or completeness, and neither Healthiby nor its representatives are responsible for any the content, accuracy, offensiveness, opinions, reliability, privacy practices posted on, available through or installed from third parties.

Healthiby Services may include communications with a small coach-facilitated group of Program Participants who have been diagnosed with similar or same chronic conditions. By sharing any personal health-related information voluntarily within this group of Participants, you are consenting to disclosure of this information to that group. Healthiby also requires all Participants in coach-facilitated groups to respect the privacy and confidentiality of group members, including information shared and by whom.

Healthiby expects both Users and Participants to exercise good judgment and respect for the copyright and intellectual property rights of others, besides Healthiby, including but not limited to Healthiby Participants.

You hereby grant Healthiby a worldwide, perpetual, irrevocable, fully transferable, sublicensable, royalty-free, full paid-up, right and license to display, publish, distribute, make derivatives of, and otherwise use any User Content posted or distributed to the Services by you, with the exception of User Content posted and shared within the confines of a coach-facilitated Healthiby group.

To ensure respect and protect the privacy of Healthiby's Participants, contractors, staff and other engaged parties, User Content may not include any defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive, or illegal material, or any material that infringes or violates another party's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity). Promotion or advocacy of physical harm, defamation or harassment of another person is not permissible or tolerated. Knowingly providing illegal, false, exploitive or misleading information, or instructional information about illegal activities or violation of another's right to privacy is also not permissible or tolerated. Non-permissible and intolerable User Content will be removed, and violators may be prohibited from future User Content sharing and access to Account(s) may be removed.

You are prohibited from violating or attempting to violate the security measures of the Services, including, without limitation:

1. Using a false password or one belonging to another user or accessing data not intended for the user or logging into a server or account which such user is not authorized to access;
2. Using a false name or other false personal information;
3. Disclosing a password or permitting a third party to use a password or failing to notify us if a password is compromised;
4. Attempting to probe, scan or test the vulnerability of the system or network or to breach security or authentication measures without proper authorization;
5. Attempting to interfere with the Service for any User, Participant, host or network;

6. Submitting, copying or downloading any information to the Website, Application or other Services that contains viruses, time bombs, trojan horses, worms or other harmful, or disruptive codes or devices;
7. Sending unsolicited e-mail, including promotions and/or advertising of products or services;
8. Hijacking all or any part of the Services' Content, deleting or changing any Services' Content, deploying pop-up messages or advertising, running or displaying the Services' or any Services' content in frames or through similar means on another website, without our specific written permission.
9. Re-posting, sharing, copying or make known in any other way any personal health information, comments, stories, issues, or challenges that a Participant has shared in confidence within a coaching group.

Since User Content uploads or submissions are required to verify Participants' progress on their goals and User Content can determine whether or not Participants qualify for financial rewards and payouts, Healthiby will institute and enforce certain measures to prevent and identify incidents of cheating.

Healthiby reserves the right to require additional information, data or images to review and audit results reported at any time. Participants may be required to submit additional proof of data entries or other submissions within 24 hours of being requested to do so before qualifying for any financial rewards or payouts. While the majority of these requests are likely to occur once a Participant has been determined to be a winner in a sweepstakes or skills-based contest, Healthiby reserves the right to request proof at random, if there is a suspicion of falsified or incorrect submissions or entries. Failure to submit the requested information or data may result in forfeiture of a player's winning proceeds. More than one infraction could result in the Participant being prohibited from entering any sweepstakes or skills-based contests. Further, Healthiby reserves the right to use its own discretion to decline any Participant from participating in sweepstakes or skills-based contests.

Healthiby does not permit or tolerate the submission of falsified or fraudulent information. Such submissions not only violate these Terms of Service, including these anti-cheating provisions, but they also could subject a Participant that violates them to criminal penalties. Cheating could make a Participant liable under various state and federal laws, which could include, without limitation, Texas Penal Code Sec. 32.44 (Rigging Publicly Exhibited Contest) and 18 U.S.C. § 1343 (Wire Fraud).

We have absolute discretion to determine if any use violates these rules, and to act as we deem appropriate in the event of any violation. Violations of system or network security may result in civil or criminal liability. We will investigate occurrences which may involve such violations and may involve, cooperate with, and make disclosures to, law enforcement authorities in identifying and prosecuting users who are involved in such violations.

Intellectual Property Infringement Complaints

If you believe that any content posted as part of the Services infringes the intellectual property that you own or are licensed to enforce (other than your copyright), please send a written notification of such to

Healthiby at the following email address: admin@healthiby.com. Include in the email the following information:

1. Identification of the allegedly infringing material with particularity to permit Healthiby to locate the material on Healthiby's servers;
2. Information reasonably sufficient to permit Healthiby to contact you, such as an address, telephone number, and an email address at which you may be contacted;
3. A statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by you, your agent, or the law; and
4. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Account Authorizations and Disclaimer of Warranties, Limitations of Liability and Indemnification

You shall indemnify, defend and hold harmless Healthiby and its sponsors, business affiliates, subsidiaries, affiliates, managers, officers, directors, employees, attorneys and agents, from and against any and all damages, claims and actions brought by you or any third party resulting from: (a) your use of or inability to use the Services, (b) the infringement by you of any intellectual property rights of any person or entity, (c) any violation of these Terms, (d) any Content posted or submitted by you, (e) the breach of any warranty or representation made by you under this Agreement, or (f) your violation of any applicable laws, rules or regulations.

Healthiby reserves the right, at its sole discretion and at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Healthiby in asserting any available defenses.

If information or data is provided to Healthiby to create an Account, without the full consent or authorization of the individual whose information is on the Account, Healthiby is not liable; and if this Account is utilized by a 3rd party without the full consent or authorization of the individual whose information is on the Account, Healthiby is not liable.

Each person that creates an Account with Healthiby is responsible for all logins, data sharing and relevant communications. Healthiby is not responsible for nor will it arbitrate disputes that may arise with Healthiby about Account setup, preferences or ownership.

Disputes between Participants should be resolved by the parties involved. Participants are responsible for their interactions and communications between and among other Participants. Healthiby reserves the right, but has no obligation, to monitor and/or resolve disputes between and among Participants. In the event that Healthiby or its contracted coaches do resolve a dispute between or among Participants, decision shall be final. To resolve a dispute without Healthiby's involvement, Healthiby recommends Participants seek mediation from Fair Claims (<https://fairclaims.com>).

You acknowledge that you have only a limited, non-exclusive, non-transferable, non-sub-licensable, terminable license to use the Website, and that no licenses are granted under any Intellectual Property except as necessary for your own use of the Services consistent with these Terms of Service and, to the extent applicable, a valid Participation Agreement.

THE CONTENT, SERVICES, INFORMATION AND ACCESS TO THE WEBSITE ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AND NON-INFRINGEMENT. HEALTHIBY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES IN TERMS OF ITS QUALITY, CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. HEALTHIBY DOES NOT WARRANT THAT ANY PART OF THE SERVICES WILL OPERATE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT TRANSMISSION TO OR FROM THE SERVICES AND ACCESS TO THE SITE WILL BE UNINTERRUPTED, CONTINUOUS, OR ERROR-FREE.

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These Terms of Service become effective upon your use of any of the Services and will remain in effect unless and until terminated hereunder. You may terminate a Participant Account – and thereby any further participation in the Program - at any time upon written notice to Healthiby, provided that you do not access the Services thereafter and that these Terms of Service shall continue to apply for so long as you have a valid Participant Agreement. Healthiby may terminate any Participant Agreement and, subsequently, access to the Application and any other related platforms or tools utilized by the Program at any time and may do so immediately without notice. Accordingly, Healthiby may deny you access to the Services, if in Healthiby’s sole discretion you fail to comply with any term or provision of this Terms of

Service, Participant Agreement or our Privacy and Security Policy. These Terms of Service shall apply for so long as you have an active Participant Agreement or otherwise use the Services.

Independent Contractors and Third-Party Beneficiaries

You hereby acknowledge and agree that you do not have any authority of any kind to bind Healthiby in any respect whatsoever. You and Healthiby agree there are no third-party beneficiaries intended under these Terms of Service.

Waiver and Severability

Our failure to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service (including any other agreements incorporated by reference, including without limitation the Privacy and Security Policy and any applicable Participation Agreement and Goals Commitment) constitutes the entire agreement between you and Healthiby and govern your use of the Services, superseding any prior agreements (including, but not limited to, any prior versions of the Terms of Service). If any provision of these Terms of Service is held by a court 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 of Service will continue in full force and effect.

Feedback

We encourage your feedback as well as any questions or concerns regarding our Services or these Terms of Service.

Any feedback provided will be treated in accordance with the terms in our Privacy and Security Policy. When you provide feedback, you hereby grant us the right and license to use the feedback at our discretion without additional consideration to you.

Please send feedback and other communications to: admin@healthiby.com

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