

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 version of our Privacy and Security Policy, (collectively, "Terms of Service"), describe and define your access to and use of Healthiby's:

- Website (www.healthiby.com) (the "Website"),
- Software 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 ("Visitors")
- Eligible and authorized participants ("Participants"), who activate and utilize a Healthiby account ("Participant Account") on the Application, and their friends or family users ("F&F Users"), who are invited to activate friends and family accounts (F&F Accounts) on the Application
- All content, functionality, and features of Healthiby's Services

As a Visitor, Participant and/or F&F User you confirm that you:

- (i) Have read the Terms of Service
- (ii) Agree to adhere to and abide by the Terms of Service and, if applicable, a Participation Agreement and/or User Agreement
- (iii) Satisfy eligibility criteria and agree to any required additional terms and conditions, should you become a Participant or F&F User 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 join@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) team coaching and learning, (iii) behavior change contests and (iv) opportunities to earn rewards for healthy actions and a rewards payout. F&F also have the ability to join Participants in (i) and (iii) above.

In order to establish a health and wellness baseline, against which improvements and outcomes will be compared and potentially rewarded, Healthiby collects personal health information so that Participants, and F&F Users, can select health and wellness goals. The goal self-selection process and methodologies have been developed using widely available best practices and evidence-based studies, which describe achievable performance and measurable outcomes. The targets or target ranges that Participants can choose from are personalized, to the individuals' unique health and wellness profile, which considers demographics, health risks, health conditions and biometrics.

IT IS ADVISABLE TO 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 suggestions from Healthiby 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 types of health and wellness goals recommended by Healthiby or goals set by the Participant, he/she is fully 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 and F&F Users 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 in helping Participants improve health and wellness outcomes 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 or F&F User will achieve any specific health or wellness goals or targets.

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

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, you must be at least 13 years or older, if a F&F User, or 18 years or older if a Participant. You must also 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 and, as applicable, the Participation Agreement and/or User Agreement.

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

- Complete the On-Boarding Survey, which includes an eligibility screening and gathers information about demographics, known health conditions or risks, wellness behaviors, and health priorities,
- Upload baseline data to set and track progress towards relevant goals, as described in the Participation Agreement,
- Agree to share, either as a Participant, or as a F&F with an active Healthiby Participant Account, activity data and images relevant to Program contests.

To setup a Participant or F&F Account, a personal email address and mobile (cell) phone number must be provided. To activate a Participant Account, secure password must be set before logging in. Participant and F&F 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. In accordance with HIPAA, you will be automatically logged out of your Account after 15 minutes of inactivity.

As is customary for internet websites, we reserve the right to disable any Participant or F&F Account if, in our opinion and at our sole discretion, a Participant or F&F User has failed to comply with any provision of these Terms of Service, the Participation Agreement, User 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 or F&F Account. You are solely and fully responsible for maintaining the confidentiality of your Participant or F&F Account information, including your account password. Therefore, you must take steps to ensure that others do not gain access to your password and Participant or F&F Account. You are also responsible for all activities that occur in connection with your Participant or F&F Account. If you suspect that any unauthorized party is using your Participant or F&F Account, you agree to notify us immediately. Also, you may not cede, assign or transfer your rights in terms of the Participation Agreement or User Agreement or share your Participant or F&F Account with anyone, and we reserve the right to immediately terminate your Participant or F&F Account if you do transfer or share your Account information or credentials. However, we understand that you may show information inside of your Participant or F&F Account with a family member, friend or healthcare provider to demonstrate how the Services work.

Eligibility and Use

Healthiby F&F Accounts on the Application may only be activated and utilized by U.S. citizens who are at least 13 years old. Healthiby Participant Accounts on the Application may only be activated and utilized

by U.S. citizens who are at least 18 years old. Healthiby Participant and F&F Accounts are for the exclusive and personal use of the individuals assigned. Individuals may not authorize others to use a personal Healthiby Participant or F&F 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 Visitors, Participants and F&F Users in the U.S.

By accessing the Services both you and Healthiby agree that the statutes and laws of the States of Delaware 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 Delaware state courts 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 and rewards offered, are void where prohibited or restricted by law

To the extent allowed by applicable law, Healthiby reserves the right to monitor the location from which Participants and F&F Users 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 or F&F User 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 applying Delaware law. 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

Team coaching is offered and conducted by Healthiby representatives and contractors; however, certain Program Sponsors, which are the organizations or companies funding the rewards for Participants and,

potentially, their costs for participating in the Program, may provide the coaching services utilizing their own clinical staff. Any advice or recommendations provided by Healthiby coaches must not be construed as a substitute for medical or healthcare professional advice or diagnosis. Healthiby 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

Healthiby gamifies and incentivizes Participant progress towards greater wellness via contests and gamifies F&F Users contributions in contests with Participants. Healthiby contests have their own parameters, criteria and rules, which are defined in the Participation Agreement.

All contests that Participants and F&F Users 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, with or without the support and contributions of F&F Users. Succeeding in a contest requires successfully tracking progress by submitting data or achieving a pre-determined target, which is either 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. In most cases, F&F Users are not eligible to earn rewards.

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. You agree not to copy, modify, create derivative works of, publicly display, publicly perform, republish, any of the material contained in the Website, Application, and Program, except to the extent expressly permitted herein or in the Participation Agreement or User 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.

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 or User Agreement.

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

User Content

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 F&F User and Participant surveys, uploads or submissions to Participant or F&F 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 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, either online, via text messaging or during videocall sessions, you are consenting to disclosure of this information to that group. 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. 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 Visitors, Participants and F&F Users to exercise good judgment and respect for the intellectual property rights of all parties, including but not limited to other Healthiby Participants and F&F Users.

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, shared or distributed to the Services by you, with the exception of User Content posted or submitted in the Application, texted privately to Healthiby and/or shared within the confines of a coach-facilitated Healthiby group.

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/or have their Account(s) access 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 Visitor, 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 rewards payouts, Healthiby will institute and enforce 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 or F&F Users may be required to submit additional proof of data entries or other submissions within 24 hours of being requested to do so, which will help ensure eligibility for any rewards payouts. While the majority of these requests are likely to occur once a Participant has been determined to successfully complete a healthy action ("HealthiAction") or win a team contest, Healthiby reserves the right to request proof in its discretion, 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 Participant's reward proceeds and suspension from further Program activity or future Programs. Further,

Healthiby reserves the right to use its own discretion to decline any Participant from participating in a Program.

Healthiby does not permit or tolerate the submission of falsified or fraudulent information. Such submissions not only violate these Terms of Service but they could subject a Participant or F&F User to criminal penalties. We have the right to:

- Remove or refuse to post any User Content for any or no reason in our sole discretion.
- Take any action with respect to any User Content that we deem necessary or appropriate in our sole discretion, including if we believe that such User Content violates the Terms of Service, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of Visitors, Participants or F&F Users or could create liability for Healthiby.
- 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 Services.
- Terminate or suspend your access to all or part of the Services for any violation of these Terms of Service.

Intellectual Property Infringement Complaints

If you believe that any content posted as part of the Services (including User Content) infringes the intellectual property that you own or are licensed to enforce, please send a written notification of such to Healthiby at the following email address: join@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.

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

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 the Services, including any Content posted therein, except as expressly authorized in these Terms or the Participation Agreement or User Agreement (b) your infringement of the intellectual property rights of any person or

entity, (c) your violation of these Terms, (d) any Content posted or submitted by you, or (e) 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 or among Participants or F&F Users should be resolved by the parties involved. Participants and F&F Users are responsible for their interactions and communications between and among other Participants and F&F Users. Healthiby reserves the right, but has no obligation, to monitor and/or resolve disputes between and among Participants and F&F Users. In the event that Healthiby or its contracted coaches do resolve a dispute between or among Participants, decision shall be final.

THE SERVICES AND CONTENT 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.

IN NO EVENT WILL HEALTHIBY OR ANY OF ITS AFFILIATED ENTITIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS AND LOST REVENUES, EVEN IF HEALTHIBY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE, OR PERFORMANCE OF THE INFORMATION, SERVICES, PRODUCTS, AND MATERIALS AVAILABLE FROM THE WEBSITE AND THE SERVICES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR THE EXISTENCE OF ANY LIMITED REMEDY. YOU ALSO ACKNOWLEDGE AND AGREE THAT THE TOTAL EXTENT OF HEALTHIBY'S LIABILITY FOR ANY DAMAGE, INJURY OR LOSS WILL BE THE LESSER OF THE AMOUNT OF ANY DEPOSIT MADE TO HEALTHIBY BY YOU OR \$1000.

HEALTHIBY AND ITS CONTRACTORS MAY USE VARIOUS WAYS OF VERIFYING INFORMATION THAT VISITORS, PARTICIPANTS AND F&F USERS HAVE PROVIDED. HOWEVER, NONE OF THOSE WAYS IS ERROR-FREE, AND YOU AGREE THAT HEALTHIBY AND ITS CONTRACTORS WILL HAVE NO LIABILITY TO YOU ARISING FROM ANY FALSE OR INCORRECTLY VERIFIED INFORMATION.

HEALTHIBY IS NOT RESPONSIBLE FOR USER CONTENT OR MATERIAL POSTED, USED, AND/OR PUBLISHED BY USER OF THE SERVICES, AND HEALTHIBY HAS NO OBLIGATION TO MONITOR, INVESTIGATE, OR CHECK USER CONTENT FOR ACCURACY. HEALTHIBY IS NOT RESPONSIBLE FOR THE CONDUCT OF ANY USER OF THE SERVICES AND DISCLAIMS ANY AND ALL LIABILITY FOR SUCH CONDUCT.

THE FOREGOING DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THIS SECTION DO NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

No Authority 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. These Terms of Service our Privacy and Security Policy, and any applicable Participation Agreement or User Agreement constitute 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: join@healthiby.com

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