



CO-OPTIM HEALTH TERMS AND CONDITIONS

Last updated: 8/20/20

Overview

Who We Are. Co-Optim Health provides the perfect solution for doctors and medical practitioners looking for fully furnished or satellite medical office suites and exam rooms. In connection with the membership agreement entered into between you (sometimes referred to as “Member”) and Co-Optim Health, LLC, an Illinois limited liability company (“Co-Optim Health,” “we,” “our,” or “us”) (the “Membership Agreement”), the following Terms and Conditions will be binding on you during the Term of your Membership Agreement:

By agreeing to these Terms and Conditions, you are entering into an agreement that describes your rights and obligations in connection with your receipt and use of the services provided by the Co-Optim Health, LLC, comprising of services provided through our website, Co-Optim Health.com, and our mobile applications (known as our “Online Services”) and access to and use of certain space in certain Co-Optim Health, LLC, locations (collectively the “Services”). Among other things, these terms include your agreement with us to arbitrate certain claims instead of going to court and, if applicable, to not participate in class action claims. If you have any questions about these terms, please contact billing@co-optimhealth.com. By using the Services, you are agreeing to abide by and be bound by these Terms and Conditions. Some features of our services may be subject to additional guidelines, terms, or rules, which will be posted with those features or otherwise communicated to you.

“Services” do not include, and we are not involved in or liable for, the provision of services by third parties which you may elect to purchase or use in connection with your Co-Optim Health membership, such as medical billing services, gym memberships, or payroll services. All such third-party services are provided solely by the applicable third-party pursuant to an agreement between you and the third-party. The availability and scope of the Services is subject to change from time to time in our discretion. Without limiting the generality of the foregoing, you acknowledge that our locations are subject to change from time to time.

Privacy Policy. Please review our Privacy Policy, which explains what information we collect when you use our Services and how that information is used, which is attached here to as Exhibit A.

Modifications. We may make modifications, deletions, or additions to these Terms and Conditions from time to time. Such changes will be effective: (i) thirty (30) days after we provide notice of the changes, whether such notice is provided

through the user interface of our Online Services, is sent to the e-mail address associated with your membership or otherwise; or (ii) by opting-in or otherwise expressly agree to the changes or a version of these terms incorporating the changes, whichever comes first.

Medical Records and Patient Confidentiality

HIPAA Privacy Rule. The HIPAA Privacy Rule (the “Rule”) establishes national standards to protect individuals’ medical records and other personal health information and applies to health plans, health care clearinghouses, and those health care providers that conduct certain health care transactions electronically. The Rule requires appropriate safeguards to protect the privacy of personal health information and sets limits and conditions on the uses and disclosures that may be made of such information without patient authorization. The Rule also gives patient’s rights over their health information, including rights to examine and obtain a copy of their health records, and to request corrections. Upon sign up of memberships, all Co-Optim Health Members are required to agree to all patient confidentiality rules governed by HIPAA, as well as all other patient confidentiality standards as Co-Optim Health requires for safety of patients, doctors, and Co-Optim Health staff. Co-Optim Health is not responsible for maintaining patient records and the Member shall fully indemnify, protect and hold harmless Co-Optim Health, against any claims related to HIPAA violations resulting from any Member’s care.

What Rules Apply Specifically to Use of the Mobile Application?

License. Member’s use of the Co-Optim Health mobile device grants a limited, nonexclusive, nontransferable, revocable license to install and use the application on a compatible mobile device that you own or control for your personal use, in each case in the manner enabled by us, for so long as you remain a Member in good standing of Co-Optim Health. If you are using the application on an Apple, Inc. (“Apple”) iOS device, the foregoing license is further limited to use permitted by the “Usage Rules” set forth in Apple’s App Store Terms of Service.

Other Application Terms. Member acknowledges and agrees that Member is solely responsible for data usage fees and any other fees that your wireless service carrier may charge in connection with your use of the application. Co-Optim Health owns all worldwide right, title and interest, including all intellectual property and other proprietary rights, in and to the application, the software and technology used by us to provide application features and functionality and all usage and other data generated or collected in connection with the use thereof. Except for as expressly set forth herein, you agree not to license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make any unauthorized use of any of the foregoing. In addition, you agree not to reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the application or any other software or technology of ours.

Apple. You hereby acknowledge and agree that Apple, Inc. (or, as the case may be, any member of its group): (i) is not a party to these terms; (ii) has no obligation whatsoever to furnish any maintenance or support services with respect to the application; (iii) is not responsible for addressing claims by you or any third-party relating to the application, including any product liability claims, claims under consumer protection laws or claims under any other law, rule or regulation; (iv) has no responsibility to investigate, defend, settle or discharge any claim that the application or use thereof infringes any third-party intellectual property rights; and (v) and its subsidiaries are each a third-party beneficiary of these terms with the right to enforce them against you directly.

Things Your Mother Would Disapprove Of. You may not use the Services in a manner that: promotes or incites racism, bigotry, hatred or physical harm of any kind against any group or individual; bullies, defames, harasses or advocates stalking of, or the intimidation another person; involves pornographic or obscene materials; is harmful, abusive, threatening, offensive, defamatory or libelous; invades the privacy or discloses the private information of anyone; violates someone’s right of publicity; impersonates others or in a manner intended to or does mislead or confuse; is used for unlawful purposes or for promotion of dangerous and illegal activities; involves spamming or the sending of mass solicitations; implies that any statements you make are endorsed by us; is false, deceptive or misleading, or misrepresents or deceives others as to the source, accuracy, integrity or completeness; infringes any intellectual property or proprietary rights of others; transmits any restricted, confidential or proprietary information of others; or transmits content prohibited under any law, rule or court order, or prohibited as a result of any employment, contractual or other legal obligation or relationship.

We May Remove Your Posts. We have no obligation to pre-screen or monitor any posts and we cannot guarantee that any content in the things users posts will be accurate or in compliance with these Terms and Conditions. We may at any time and for any reason edit, delete or remove any posts or any information transmitted by you that we believe (in our judgment) violates these Terms and Conditions.

Use, Not Abuse. On the condition that you comply with these Terms of Service, you have the right to access and use the content and information that is available on our Online Services. You may not access our Services through scraping, spidering, crawling or other technology or software used to access data. You may not download, reproduce, publish, transmit, distribute, modify, create derivative works of, or otherwise exploit any of our content on the Online Services, nor other users’ content (unless you have the user’s written permission).

Inflict No Digital Harm. When using our Online Services, you agree not to: restrict or interfere with any user’s use of our Services; collect email addresses or other contact information of users without their prior consent for the purposes of sending spam or send spam, chain letters or other similar communications to other users; reverse engineer, decompile, disassemble “frame” or “mirror” any portion of our Services; use any robot, spider, site search/retrieval application, or other manual process or automatic device or extraction tool in order to access, monitor, copy, use, download, index, scrape, data mine, interact, overload or in any way reproduce or circumvent the navigational structure or presentation of our Services; upload or transmit any submission that contains or embodies a software virus, worm, cancelbot, Trojan horse or other harmful, contaminating or destructive feature, computer code, file or program or otherwise violates the restrictions on such submissions set forth in the Terms and Conditions; or violate any law, rule, regulation or order of any court.

Enforcement. We reserve the right (but have no obligation) to investigate and take appropriate action, including removing your content from our Online Services (or modifying it), suspending or terminating your membership, and/or reporting you to law enforcement authorities, if your content or conduct violates these Terms and Conditions. We may access and disclose any information or content about you or that you have posted where we feel necessary or appropriate to cooperate with governmental requests, regulatory authorities, subpoenas and court orders, and to protect the safety or rights of any person.

Copyrights and Wrongs

Our Rights of Ownership. We and our licensors own our Online Services, including the software and underlying

technology that makes it available. All of these are protected by copyright and other intellectual property laws worldwide. By accessing or using our Online Services, you do not acquire any ownership rights in or to any of our intellectual property. Unless we expressly grant rights to you in these Terms and Conditions, we retain all rights in our Online Services and software.

Our Copyright Policy. It is our policy to remove, or disable access to, any content that infringes any copyright on our Online Services after we have been notified by the copyright owner (or their legal agent). If you believe any content on our Services infringes your copyright, you may request removal of those materials from our Services by providing us the following information:

- Identification of the copyrighted work that you claim has been infringed.
- Identification of the content that you believe to be infringing and its location on our Services. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the content.
- Your name, address, telephone number and email address.
- A written statement from you that you have a good faith belief that the use of the content is not authorized by the copyright holder, its agent or the law.
- A written statement from you that the information that you have supplied is accurate and that you warrant and represent to us that you are either the copyright owner or are authorized to act on the copyright owner's behalf with respect to the applicable content.
- A signature or the electronic equivalent from the copyright holder or authorized representative.

Notice of claims should be sent to: (i) if you are US Based, billing@co-optimhealth.com or to: Attn: General Counsel, Co-Optim Health, LLC. 21660 W. Field Parkway, Deer Park, IL 60010

Advertisements, Endorsements, Testimonials, and Photography

Advertisements. Our Online Services may include advertisements, which may be targeted to certain content or information available on our Online Services, to your interactions or your use of our Online Services, or to other information. The types and extent of advertising on our Online Services are subject to change. In consideration for us granting you access to and use of our Online Services, you agree that we and our third-party providers and partners may place such advertising on our Online Services.

Endorsements and Testimonials. From time to time, we may also publish on our online services testimonials by users, related to their experiences with our Online Services. These testimonials are their “subjective opinions” and they represent individual results. We neither verify them nor claim that they are typical results that others will generally achieve. None of these testimonials have been scripted by us or, to our knowledge, third parties. We publish these testimonials verbatim, except for correction of grammatical or typographical errors. Also, we may shorten some testimonials if they appear lengthy or not entirely relevant for a general audience. Names, locations, dates, and other information may have been changed to protect the privacy of users. All other testimonials and endorsements of any type, format or nature that users post are not verified by us and we make no warranty or representation as to their accuracy. You should be cautious when relying on them and you should assume the results described therein are not typical.

Photography. Photography of the space is prohibited unless consent is given by Management via Photography Consent Form. Photos of the space to be used for commercial purposes without approval is grounds for immediate membership termination. Early terminations fees will be applied.

Limitations of Liability

We Are Not Liable for Actions of Our Users. We do not control and are not responsible for the actions of users on or of our services or at our location. We also do not and have no obligation to screen, edit, or review submissions. You should be aware that other users may not be who they claim to be. We do not perform background checks on our users nor do we guarantee that our users' profiles are accurate. User submissions may be misleading, deceptive, or erroneous, and you acknowledge and agree that any use by you of any submission is at your own risk. We do not endorse, support or verify the facts, opinions or recommendations of our users.

We Do Not Have Liability for Third-Party Websites. Our services or services may contain links to third-party websites or products or services from other providers that may offer you the ability to download or access software, content, or services. Our services may also display advertisements from third parties and links to the sites of such advertisers. We are not responsible for the content of these advertisements or any links, or any products, services, or other materials relating to such advertisements. In no event will we be liable, directly or indirectly, to anyone for any damage or loss relating to any use or reliance on any advertisement on our services or any products, services, or other materials relating to any advertisement.

Limitation of Liability. We will not be liable to you for any indirect, special, incidental, exemplary, punitive, or consequential damages and any loss of profits, revenue or data, even if advised of the possibility of such damages and regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise. To the extent permitted by law, our total liability for any loss whether in contract, tort (including negligence), breach of statutory duty or otherwise, including for any breach of implied warranties or conditions, is limited to the amount you paid us to use the services to which the loss relates. For the avoidance of doubt, nothing in these terms and conditions will exclude our liability for (i) death or personal injury caused by our negligence (ii) fraud or fraudulent misrepresentation or (iii) any breach of any implied terms which cannot lawfully be excluded.

Disclaimer of Warranties and Implied Terms. Co-Optim health makes no representations or warranties about the availability, operation, performance and/or use of our services, or any other materials on or accessed via our services, including any warranties or terms of merchantability, fitness for a particular purpose, title, non-infringement and any implied warranties, terms or indemnification arising from course of dealing or course of performance.

Exclusions. Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the exclusions and limitations above may not apply to you. In such event, such exclusions and limitations shall apply to the maximum extent allowed under applicable law.

Indemnification

Member Indemnification. Member, its successors, assigns, employees, officers, directors, and members agree to indemnify and hold harmless Co-Optim, our officers, directors, employees, agents, representatives and affiliates, and our third-party providers and partners (including the owners of the location for our locations), from any and against any

claims, damages, losses, costs, reasonable attorneys' fees or other expenses that arise directly or indirectly out of or from your violation of the Terms and Conditions, your use of our services, or any information, content or materials contained, displayed or available therein, by you or any other person accessing them under your authorized access methods, your violation of the rights of any third- party or your submissions, except in each case to the extent any of the foregoing arises directly out of our gross negligence or willful misconduct.

You Agree to Cooperate With Us. From time to time, we may investigate any actual, alleged or potential violations of these Terms and Conditions. You agree to cooperate fully in any of these inquiries. You waive any and all rights against us, our officers, directors, employees, agents, representatives and affiliates, and agree to hold them harmless in connection with any claims relating to any action taken by us as part of our investigation.

General Privacy Notice

If you are **Non-US Based**, we undertake that, in performing our obligations and providing our services, we shall comply with the provisions of the Data Protection Act 1998 and all other applicable laws relating to processing Personal Data as defined in the DPA.

If you are **Non-US Based**, we are the data controller and processor for the purpose of the Data Protection Act 1998. By proceeding to use our services you consent that:

(i) we may collect personal information about you in a variety of ways. Collected information may include information that may be provided by you in the initial sign-up process or throughout your membership, and information that may be gathered from our security cameras located on the premises. Note that you are not obligated to provide us with personal information and any information collected by us will be provided by you at your own will;

(ii) we may collect, use, store, and transfer the information in accordance with applicable laws for various purposes, including facilitating the services, performing accounting and administrative tasks, internal review and audit, compliance with obligations under applicable laws and regulations, and to enforce or manage legal claims;

(iii) if you are **US Based**, we may also transfer the personal information collected by us and make it available to our personnel, advisors, professionals, subcontractors, independent consultants, external third-party services providers, and our affiliates for the foregoing purposes. Some of these transferees may not be located in your country, and therefore your information may be transferred to countries that may or may not guarantee a level of privacy and data protection that is equivalent to the level of privacy and data protection set by the laws in your country;

(iv) if you are **Non-US Based**, we may also transfer the personal information collected by us and make it available to our personnel, advisors, professionals, subcontractors, independent consultants, external third-party services providers, and our affiliates for the foregoing purposes. We shall not transfer your personal data outside of the European Economic Area without your consent, save that we may transfer, and you consent to such transfer, of your personal data to members of our group based in the United States.

General Provisions

What Law Governs These Terms of Service? Where Will Disputes be heard?

These Terms and Conditions and any dispute arising out of these terms (including any non-contractual disputes) will be governed by and interpreted per the laws of the State of Illinois, without giving effect to its principles or rules of conflict of laws.

Any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought by either party is less than \$10,000 shall be resolved via binding non-appearance-based arbitration initiated through the American Arbitration Association (“AAA”). The AAA Rules are available online at www.adr.org or by calling the AAA at 1-800-778-7879. In any such arbitration, the parties and AAA must comply with the following rules: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, where the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; (c) the arbitrator may award injunctive or declaratory relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim; and (d) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Any claim which is not subject to arbitration pursuant to the foregoing paragraph shall be adjudicated exclusively in the courts located in the County of Illinois and in the federal courts in Illinois. Nothing in this agreement shall prevent either party from seeking remedies in small claims courts of competent jurisdiction, or from seeking injunctive relief in any court of competent jurisdiction.

Class Action Waiver. Any proceedings to resolve or litigate any dispute subject to arbitration under section 45 will be conducted solely on an individual basis. Neither you nor we will seek to have any such dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No proceeding will be combined with another without the prior written consent of all parties to all affected proceedings.

What if Some of These Terms of Service Are Not Enforceable?

These terms as well as our community guidelines and any feature-specific guidelines, terms or rules that may be posted or provided to you constitute the entire agreement between us regarding the services and supersedes and merges any prior proposals, understandings and contemporaneous communications. If any provision of these Terms and Conditions is held to be unenforceable, then that provision is to be interpreted either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not). If an unenforceable provision is modified or disregarded in accordance with this paragraph, the rest of these Terms and Conditions is to remain in effect as written, and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable.

Third Parties May Have Their Own Terms of Service. Some of the services available through our Online Services are provided by third parties. These third parties may have their own terms and restrictions. Any and all additional terms and restrictions will apply to your access and use of the applicable services. If they are in conflict with these Terms and Conditions, the additional terms and restrictions will control with respect to such services.

OFAC. You hereby represent and warrant that you are not, nor will you be at any time while you are a member, an

entity, or individual listed on the Specially Designated Nationals and Blocked Persons List published by the U.S. Department of Treasury, as updated from time to time.

Entire Agreement. Except as provided herein, the terms and conditions of this agreement constitute the entire agreement between the parties and supersede all previous agreements and understanding, whether oral or written, between the parties hereto with respect to the subject matter of this agreement.

If you have any questions relating to these Terms and Conditions, please contact us at livehappy@co-optimhealth.com.

Print Name: _____

Signature: _____

Date: _____

*By signing you are agreeing to Co-Optim Health's Terms and Conditions stated above.