

## Reviews Provider Response Form

1. **Provider Name**

2. **Accept Conditions of Use**

☐

Yes

☐

No.

The Kyruus Health Online Products Conditions of Use are included at the end of this form.

3. **Review Title**

4. **Review Date**

5. **Provider Response**

For help, see “Tips for writing constructive responses” below.

6. **Submitter Name**

7. **Contact information**

Your response may not be immediately viewable. It will be reviewed and processed within 30 days.

Return completed form to [moderators@kyruushealth.com](mailto:moderators@kyruushealth.com)

### Tips for writing constructive responses

- \* Remember that you are responsible for any comments you post and that Kyruus Health Moderators may remove your response if it violate our Conditions of Use agreement.
- \* **The following is not allowed:** Profanity, spamming, commercial solicitation, or comments that are racist, sexist, sexually explicit, offensive, abusive, defamatory or violate another’s rights, HTML markup (including references to images) and URLs to any websites.
- \* You can only respond to a member’s comment once. Your response is not the beginning of a two-way discussion.
- \* Give a professional, detailed response. For example: “We apologize that you had to wait for 45 minutes. Long wait times are something our office is trying to address, and we have new procedures in place to ensure more efficient appointments.” Avoid vague generalizations or defensive remarks.
- \* Do not expose a patient’s Personal Health Information (PHI).

## Kyruus Health Online Products Conditions of Use

### ONLINE PRODUCTS CONDITIONS OF USE

Please read these Conditions of Use carefully. It includes provisions relating to:

#### 1. Terms of Use; and 2. Privacy and Online Security.

THE SERVICE YOU ARE ABOUT TO USE IS PROVIDED BY KYRUUS, INC., ON BEHALF OF ITSELF AND ITS SUBSIDIARIES, INCLUDING HEALTHSPARQ, INC., DBA KYRUUS HEALTH ("KYRUUS HEALTH"). BY USING THIS KYRUUS HEALTH WEB APPLICATION AND CORRESPONDING WEBSITE (THE "SITE"), YOU SIGNIFY YOUR AGREEMENT WITH THESE CONDITIONS OF USE, SO PLEASE READ THEM CAREFULLY. IF YOU DO NOT AGREE TO THESE CONDITIONS OF USE, THEN PLEASE DO NOT USE THIS SITE.

Effective Date: January 2024

#### 1. TERMS OF USE

A. **Acceptance of Conditions of Use.** This Site is provided subject to the Conditions of Use. This Site is owned and controlled by Kyruus, Inc. dba Kyruus Health ("Kyruus Health"). Some of the obligations, limitations and restrictions in these Conditions of Use inure to the benefit of Kyruus Health's third party vendors, licensors, customers, and business associates, who are third party beneficiaries for such purpose.

For purpose of these Conditions of Use, "you" or "your" means any person using this Site. If you are using this Site on behalf of an entity, then "you" means your company, its officers, members, agents, successors and assigns. The Conditions of Use as stated herein are in addition to, and not in limitation of, the provisions of any other agreement you may enter into with your health plan. If you allow an employee, officer, agent, administrator or partner to use the Site, you agree to be responsible for that user's access, use, and misuse of the Site. You also agree to make sure that all access to this Site is strictly limited to those you authorize.

No content on the Site is intended to replace or amend language for any contract or coverage that you may have with your health plan. You should always consult your contract with your health plan and/or your benefit brochure for details about what your health plan covers or what rights and responsibilities you may have under the terms of your contract.

#### Additional Terms and Conditions of Use - PLEASE TAKE NOTE:

Kyruus Health may have a contractual arrangement with your health plan to provide some users with the Kyruus Health social community and/or patient reviews. If you are accessing this Site in connection with Kyruus Health's social community through your health plan's website, then your use of this Site is also subject to the terms and conditions and privacy policy applicable for that service or website, which are separate from and in addition to the Conditions Of Use on this Site. If your plan participates in Kyruus Health's social community solution, we encourage you to review its conditions of use policy.

B. **Modifications to these Conditions of Use.** Kyruus Health reserves the right, but has no obligation, to make changes to the Site and to these Conditions of Use at any time without notice. Any such changes will become effective upon the date they are first posted to the Site. Your continued access or use of the Site shall constitute acceptance of such changes to the Conditions of Use.

#### C. Your Responsibilities.

You are prohibited from using the Site to:

- access anyone else's account without proper authorization;
- delete or revise any content on this Site (excluding Visitor Content);
- harass, stalk, bully or advocate harassing, stalking or bullying another person or entity;
- post, submit or transmit content, materials or information that is offensive, pornographic, hateful, threatening, defamatory or that creates a risk to anyone's privacy, property or safety;
- collect or store personal information about others;
- solicit personal information from anyone under 18 years of age;
- upload or transmit unsolicited commercial messages (Spam), junk mail, pyramid schemes, chain letters or similar materials or information or viruses, worms or other malicious code;
- violate any local, state, national or international law;
- infringe anyone's rights, including copyrights, trademarks, patents and trade secrets, privacy or publicity rights;
- forge, manipulate, alter or affect or attempt to forge, manipulate, alter or affect the Site, or any feature, content or program of the Site;
- interfere with, circumvent, disable or attempt to interfere with, circumvent or disable the Site, the proper working of the Site, security features of the Site, the equipment connected to the Site or any service provided on or through the Site;
- impose an unreasonable or disproportionately large load on the infrastructure of the Site or Kyrus Health's systems or networks, or any systems or networks connected to the Site;
- restrict or inhibit any other person from using the Site (including without limitation by hacking or defacing any portion of the Site);
- access or attempt to access the Site or collect or index information provided to or on the Site using any automated means, such as robots, spiders, scrapers, scripts, harvesting 'bots, or similar means or equivalent manual processes;
- create a database by downloading and storing the materials, information and content provided on or through the Site or any part thereof or any information provided through or on the Site; and
- violate these Conditions of Use or encourage or assist anyone to violate these Conditions of Use.

You agree not to do any of the following without Kyrus Health's written permission:

- use, copy, republish, upload, distribute, collect, modify, transmit, or post the Site or Content, any information, materials or content provided on or through the Site or any portion thereof in any medium;

- modify, remove, delete, augment, add to, publish, transmit, participate in the transfer, rental or sale of, create derivative works from, or in any way exploit the Site or Content, in whole or in part (excluding Visitor Content that you create);
- mirror, frame or use framing techniques to enclose the Site or any part thereof;
- solicit, trace or otherwise collect any information from users or visitors of the Website;
- reverse engineer, decompile or otherwise extract source code provided on or through the Site; and
- use the Site for commercial activities.

#### Your Account and Password.

If you access this Site or secure areas through a unique user identifier and/or password, then you are responsible for protecting your identifier and/or password and for any unauthorized use by others, with or without your permission. In addition, you agree to notify Kyruus Health immediately of any unauthorized use of your password or other security measure.

You will be required to select a screen name in order to post Visitor Content. While you may choose any name for this purpose, you may not select a name that:

- is already in use by another user of this Site,
- violates any other person's intellectual property rights,
- is indecent, obscene, or otherwise violate standards of good taste, or
- impersonates any other person or entity.

Kyruus Health may, in its sole discretion, reject a screen name that it believes is inappropriate or violates the rights of another.

Kyruus Health will attempt to keep your account information and any information that identifies you confidential, but may disclose information about you, your account and your use of the Site if you make such information public or if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to (a) comply with legal processes or third party demands; (b) enforce the Conditions of Use; (c) respond to claims that any content, including Visitor Content, information or materials violate the rights of a third party; or (d) protect the rights, property, or personal safety of Kyruus Health, its third party vendors, its users, and the public.

In addition, all hardware, software and equipment required to use the Site are your responsibility, including all expenses related thereto. In the event that the Site sends messages or information to your mobile device, you are solely responsible for any rates and fees charged by your mobile carrier. You also agree to update your mobile device account information within 48 hours of any deactivation of a mobile device so that a person who acquires your old number will not receive information intended for you or incur charges.

Visitor Content. Some parts of this Site may allow you to submit to the Site, or to send via email to Kyruus Health or other users, content, reviews, comments, materials or information ("Visitor Content"); or to access or use Visitor Content submitted or emailed by other users of this Site. You shall retain ownership over Visitor Content that you create. You hereby grant Kyruus Health a nonexclusive, perpetual, unrestricted license to use, copy, display, transmit, and create

derivative works from, and distribute, free of charge, any Visitor Content submitted to or posted on this Site by you and to make your Visitor Content available to other users of the Site. You hereby represent and warrant to Kyruus Health that you have all necessary permission and authorization to post, submit, copy, display, distribute and transmit your Visitor Content.

You acknowledge that you are responsible for deciding whether and what you submit to this Site and understand that the content, reviews, comments, materials or information you submit will be visible to other members and providers. The content, reviews, comments, materials or information you submit is not subject to any privilege and, if your submission constitutes defamation, infringes intellectual property rights, is false or misleading, contains confidential information or otherwise violates the law, these Conditions of Use or the rights of a third party, you may be legally responsible for damages.

You further acknowledge that reviews and other content posted on the Site are intended as consumer-to-consumer feedback and do not replace your health plan's grievance policy. Members who wish to file a formal grievance can do so at their health plan's website.

Kyruus Health has no responsibility and assumes no liability for Visitor Content posted by you or by any other party. You understand that Kyruus Health cannot control how your Visitor Content is used or ensure that it will only be used within this Site or as permitted by Conditions of Use. As a result, **you release Kyruus Health and its business associate and customers from any liability arising from your Visitor Content, including but not limited to the unauthorized use by any member and the disclosure of your information outside this Site. You also release Kyruus Health and its business associate and customers from any liability arising from your use of or reliance on Visitor Content of others.**

Public forums contain the opinions and views of other users. Kyruus Health is not responsible for the accuracy of any messages on this Site and you agree that you will always consult a physician or other qualified healthcare provider before relying on any information you find on this Site. You agree that you must evaluate, and bear all risks associated with, the use of any content, reviews, comments, materials or information, including any reliance on the accuracy, completeness, or usefulness of such content, reviews, comments, materials or information, including Visitor Content.

In addition to the prohibitions provided above, you are prohibited from submitting, transmitting, disseminating or posting any content, material or information on or through this Site that:

- is illegal, unlawful, obscene, threatening, harassing, abusive, harmful, false, misleading, defamatory, or invasive of privacy;
- infringes or otherwise violates the intellectual property rights, or other proprietary or legal rights, of any person or entity, including, without limitation, use of third-party materials, information or content without appropriate permission or in violation of a duty of confidentiality;
- contains or transmits viruses, worms, corrupted data, cancel bots, or other harmful, disruptive or destructive files, code or programs;
- contains or transmits commercial solicitations, chain letters, promotional materials, mass mailings, or any form of "spam"; and

- impersonate any person or entity; falsely state or otherwise misrepresent your affiliation with any person or entity; intentionally omit, delete, forge, or misrepresent transmission information, including headers, return mailing, and Internet protocol addresses; or otherwise manipulate identifiers to disguise the origin of any content, information or materials transmitted through this Site.

You further agree that you will only review and comment on providers and facilities that you have personally seen as a patient or as a guardian of a patient, and that your postings will be captured and displayed as self-attested.

You expressly acknowledge and agree that engaging in any of the above prohibited activities constitutes an unauthorized use of the Site and services provided and a material breach of these Conditions of Use, which may result in sanctions, ranging from suspension or termination of your access and/or cancellation of your accounts.

You acknowledge that Kyruus Health has no duty or obligation to you to prescreen content, materials or information made available through the Site, including Visitor Content. Kyruus Health reserves the right to review any content, materials or information, including Visitor Content, but has no obligation to undertake such review or to make any corrections. You understand and agree that your Visitor Content and other materials and information provided by you through the Site may be delayed, moved, edited or deleted by Kyruus Health if Kyruus Health, in its sole discretion, determines that such content, materials or information violate these Conditions of Use, are otherwise illegal or harmful to Kyruus Health, its vendors and licensors or other users. In addition, Kyruus Health may preserve and store indefinitely any content, materials or information, including Visitor Content you post, transmit, submit or store on or through the Site.

You agree that Kyruus Health may establish, in its sole discretion and without prior notice to you, a maximum amount of storage space for Visitor Content maintained, disseminated, or transmitted through this Site. You agree that Kyruus Health has no responsibility or liability for the deletion of or failure to store any messages, communications, or other Content maintained, disseminated, or transmitted through this Site.

#### **D. Disclaimers.**

**No Medical Advice. The Site does not provide medical advice and neither the information available on the Site nor any online responses to your questions shall create a physician-patient relationship or constitute the practice of medicine. The information available on the Site and from any linked sites should not be used as a substitute or supplement for professional medical advice. If you have medical or health related questions, contact your physician or other healthcare provider.**

THE INFORMATION (INCLUDING, WITHOUT LIMITATION, ADVICE AND RECOMMENDATIONS) AND SERVICES ON THE SITE ARE INTENDED SOLELY AS A GENERAL EDUCATIONAL AID AND ARE NEITHER MEDICAL NOR HEALTHCARE ADVICE FOR ANY INDIVIDUAL PROBLEM NOR A SUBSTITUTE FOR MEDICAL OR OTHER PROFESSIONAL ADVICE AND SERVICES FROM A QUALIFIED HEALTH CARE PROVIDER FAMILIAR WITH YOUR UNIQUE FACTS. ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH CARE PROVIDER REGARDING ANY MEDICAL CONDITION AND BEFORE STARTING ANY NEW TREATMENT. NOTHING CONTAINED IN THE SITE IS INTENDED TO BE USED FOR MEDICAL DIAGNOSIS OR TREATMENT. THE INFORMATION AND SERVICES ARE PROVIDED WITH THE UNDERSTANDING THAT NEITHER KYRUUS HEALTH NOR ITS SUPPLIERS OR USERS ARE ENGAGED IN RENDERING LEGAL, MEDICAL, COUNSELING, OR OTHER PROFESSIONAL SERVICES OR ADVICE. YOUR USE OF THIS SITE IS SUBJECT TO THE ADDITIONAL DISCLAIMERS AND CAVEATS THAT MAY APPEAR THROUGHOUT THE SITE. KYRUUS HEALTH AND ITS AGENTS, BUSINESS ASSOCIATE, AND CUSTOMERS ASSUME NO RESPONSIBILITY FOR ANY CONSEQUENCE RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION YOU TAKE BASED ON THE INFORMATION, SERVICES, OR OTHER MATERIAL ON THE SITE. WHILE KYRUUS HEALTH STRIVES TO KEEP THE INFORMATION ON THIS SITE ACCURATE, COMPLETE, AND UP-TO-DATE, KYRUUS HEALTH AND ITS SUPPLIERS.

BUSINESS ASSOCIATE, AND CUSTOMERS CANNOT GUARANTEE, AND WILL NOT BE RESPONSIBLE FOR, ANY DAMAGE OR LOSS RELATED TO THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THE INFORMATION.

**Assumption of Risk.** You expressly agree that you use the Site at your own risk. Neither Kyruus Health, nor its affiliates business associate, or customers, nor any of their officers, directors, or employees, agents, third-party content providers, sponsors, or licensors or the like (collectively, "Providers") warrant that the Site will be uninterrupted or error-free, the results that may be obtained from the use of the Site, or the accuracy, completeness, reliability, security or currency of any materials, content or information provided on or through the Site. The Site and all materials, content and information provided on or through the Site may contain errors, omission, inaccuracies, or outdated information. Further, Kyruus Health does not warrant the reliability of, guarantee or endorse any advice, opinion, statement, advertisement or other information provided, displayed or distributed through the Site. To the maximum extent permitted by law, Kyruus Health disclaims any responsibility for any transaction or communication between you and another user of the Site, including, but not limited to, healthcare providers, facilities, other users, your health plan and advertisers.

**Your dealings and communications with any third parties found on or through this Site are solely between you and the third party.** Kyruus Health makes no representations or warranties with respect to any information, items or services that may be obtained from such third parties, and you agree that Kyruus Health will have no liability with respect to any loss or damage of any kind incurred as a result of any dealings between you and any third party.

**Disclaimer of Warranties.** THE SITE AND THE INFORMATION, PRODUCTS, SERVICES, CONTENT AND MATERIALS ON THE SITE ARE PROVIDED BY KYRUUS HEALTH ON AN "AS IS," "WHERE IS," "WHERE AVAILABLE" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, KYRUUS HEALTH MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE, THE CONTENT, PRODUCTS, INFORMATION, ADVERTISEMENTS OR THE MATERIALS PROVIDED ON OR THROUGH THE SITE. KYRUUS HEALTH EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, WITH RESPECT TO ANY OF THE MATERIALS, CONTENT, ADVERTISEMENTS AND INFORMATION PROVIDED ON OR THROUGH THE SITE AND ANY GOODS OR OTHER PRODUCTS OR SERVICES OFFERED, SOLD, OR DISPLAYED ON OR THROUGH THE SITE OR YOUR USE OF THE SITE GENERALLY, INCLUDING WARRANTIES OF MERCHANTABILITY, ACCURACY OF INFORMATION, QUALITY, SATISFACTORY QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY A PROVIDER OR OTHER REPRESENTATIVE SHALL CREATE A WARRANTY OF ANY KIND.

YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED ON OR THROUGH THE USE OF THIS SITE IS USED AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM KYRUUS HEALTH OR THROUGH THIS SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

E. **Intellectual Property Rights.** You understand and agree that all text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, indexes, desktop tools, photographs, features, software and any other material or information used in connection with this Site in any media (the "Kyruus Health Content"); the selection, arrangement, and presentation of all Kyruus Health Content; and the overall design of this Site are the property of Kyruus Health or its third party vendors, and protected by copyrights, trademarks, trade secrets, patents and other proprietary rights in all forms whether existing now or hereinafter developed. All software used on the Site is the property of Kyruus Health or its vendors and is protected by U.S. and international copyright laws. All trademarks, service marks, names, and logos located on the Site are the property of Kyruus Health or its vendors. Your use of any mark, name or logo located on the Site without express permission of Kyruus Health, or the trademark owner, is strictly

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Kyruus Health grants you a limited, revocable, nonexclusive, non-transferable, personal license to access and display the Kyruus Health Content on the Site and to print a single copy of Kyruus Health Content as it appears on a publically available web page on the Site solely for: (a) for personal, non-commercial use, and (b) as expressly permitted under any Agreement currently in effect between you and Kyruus Health. The license granted in the prior sentence is subject to and conditioned on your continued compliance with these Conditions of Use. You agree not to remove, alter or obscure any proprietary notices provided in or with the Site or Content. All rights not expressly granted in these Conditions of Use are reserved.

#### F. Your Representations and Warranties

By using the Site, you represent and warrant that:

1. You are 18 years of age or older or an emancipated minor;
2. You understand and agree that these Conditions of Use are a legally binding agreement and the equivalent of a signed, written contract;
3. You will use the Site in a manner consistent with all laws and regulations and in accordance with the Conditions of Use;
4. If you use the Site subject to authorization from any individual, entity or by law, you will stop all use of and access to the account for which authorization applied immediately upon revocation or termination of authorization or termination of your legal right as guardian or parent;
5. Any content, information or materials that you provide to the Site is original to you and does not violate the rights of any third party, including, without limitation, any intellectual property rights and rights of publicity and/or privacy;
6. You will provide only true, accurate, complete and current information to the Site;
7. You will not impersonate any person or entity; and
8. You will not provide Kyruus Health with information that is false or misleading, or otherwise deceive Kyruus Health whether through action or omission.

#### G. Kyruus Health reserves the following rights:

1. To terminate or suspend use of the Site or part thereof of anyone who violates the Conditions of Use;
2. To change or alter the Site and the Kyruus Health Content, the form and nature of the Site or Kyruus Health Content or any services provided through the Site, at any time;
3. To review, modify, filter, delete and remove any and all content and information, including Visitor Content, from the Site;
4. To aggregate, share and use any data that you provide, enter or submit, or that others provide, enter or submit on your behalf, on or through the Site on the condition that such data is anonymous;



5. To cooperate with any law enforcement, court, government investigation or order or third party demand requesting or directing Kyruus Health to disclose information, content or materials that you provide or that is provided on your behalf, or if Kyruus Health decides that such disclosure is in its or its vendors or customers or the public's best interests; and

7. To provide you with notices, including those regarding the Conditions of Use, by email, postings to your account or by other means.

You agree that the foregoing are rights of, but not obligations of, Kyruus Health and that Kyruus Health may, but is not obligated to exercise any of these rights.

H. **Linking to Other Websites.** Kyruus Health has no control over other websites or other resources accessed through links on this Site or that frame this Site. Any such links are provided for your convenience only, and do not constitute an endorsement of the linked site(s) or its content by Kyruus Health. Kyruus Health makes no guarantees and disclaims any implied representations or warranties about the accuracy, relevance, timeliness, completeness, or appropriateness of these sites, the information contained in them or the products or services they provide. Kyruus Health and its business associate or customers shall not be liable, directly or indirectly, for any damage or loss incurred by you in connection with websites or resources accessed through links on this Site. The privacy and security policies of this Site do not apply to websites or resources accessed through links on or that frame this Site. We encourage you to read the terms of use and privacy policy for all linked websites that you elect to visit.

Unless otherwise agreed to in writing by Kyruus Health, you may link to this Site for non-commercial purposes only. Kyruus Health reserves the right to demand you remove any such link at any time, for any or no reason, and at Kyruus Health's sole discretion.

I. **Compliance with COPPA.** This Site is not directed at children under the age of 13. Kyruus Health complies with the Children's Online Privacy Protection Act and does not knowingly permit registration or submission of personally identifiable information by anyone less than 13 years of age. If you discover that information of a person who is less than 13 years of age and for whom you are a parent or guardian has been submitted to or collected by the Site then please contact us at: Chief Privacy Officer, Kyruus, Inc., 100 Franklin Street, 8<sup>th</sup> Floor, Boston, MA 02110.

J. **Termination.** You understand and agree that your access to the website, the services provided and your account depends upon your compliance with the terms of these Conditions of Use, as well as Kyruus Health's decision to continue operating the Site and the services. There is no guarantee that Kyruus Health will continue to offer the services and Kyruus Health may simply discontinue the service. Kyruus Health may also terminate your access to and your use of the service and your account (or any user of your account) if you breach any terms of the Conditions of Use or you access or use the service or your account in a manner that is not expressly authorized by Kyruus Health. In that event, Kyruus Health may, in addition to other remedies, terminate your access to the service and your account (and any other accounts that share the name, phone number, email address, internet protocol address of the discontinued account) immediately and without notice. Regardless of the cause or basis for termination, you agree that you are not entitled to compensation of any kind as a result of the termination.

**K. Limitation of Liabilities.**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU UNDERSTAND AND AGREE THAT KYRUUS HEALTH AND ITS BUSINESS ASSOCIATE, CUSTOMERS AND PROVIDERS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGE, LOSS OR EXPENSE OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OR CORRUPTION OF DATA, LOSS OF INFORMATION, EMOTIONAL DAMAGE, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR

INTERRUPTION OF BUSINESS), ARISING OUT OF OR IN ANY WAY RELATED TO (1) YOUR POSSESSION OR USE OF THE MATERIALS, CONTENT, PRODUCTS, ADVERTISEMENTS OR INFORMATION PROVIDED ON OR THROUGH THE SITE, (2) ANY OTHER PRODUCTS, SERVICES OR INFORMATION OFFERED, SOLD OR DISPLAYED ON OR THROUGH THE SITE, (3) YOUR USE OF, INABILITY TO USE OR RELIANCE ON THE SITE AND/OR THE MATERIALS, (4) ERRORS, MISTAKES OR INACCURACIES IN THE MATERIALS, CONTENT OR INFORMATION PROVIDED ON OR THROUGH THE SITE, (5) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE, (6) ANY UNAUTHORIZED ACCESS TO OR USE OR ALTERATION OF OUR SECURE SERVERS AND/OR ANY AND ALL INFORMATION CONCERNING YOU STORED THEREIN, INCLUDING VISITOR CONTENT (7) ANY INTERRUPTION OR CESSATION OF THE SITE OR TRANSMISSIONS TO OR FROM THE SITE, (8) ANY BUGS, VIRUSES, WORMS, TROJAN HORSES OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, (9) ANY DECISION MADE OR ACTION TAKEN BY YOU OR ANYONE ELSE BASED UPON INFORMATION CONTAINED OR PROVIDED ON OR THROUGH THE SITE, (10) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES, PRODUCTS OR WEBSITES, OR (11) THE STATEMENTS, CONDUCT OR OMISSIONS OF YOU OR ANY THIRD PARTY ON OR THROUGH THE SITE. THESE LIMITATIONS APPLY REGARDLESS OF WHETHER KYRUUS HEALTH OR ANY OF ITS PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT, OR OTHERWISE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE AND SERVICES PROVIDED THROUGH OR ON THE SITE IS TO STOP USING THE SITE OR SERVICES.

#### **L. Indemnification**

You agree to indemnify and hold harmless Kyruus Health, its directors, officers, employees, vendors, licensors, agents, co-branders, subsidiaries, parents, business associate, customers, and affiliates, from and against any and all liability, losses, claims, demands, disputes, damages, and costs of any kind, including, without limitation, reasonable attorneys' fees and costs of litigation resulting from or in any way connected with your use of this Site; Visitor Content you submit, post, or transmit through this Site; your breach of these Conditions of Use; your connection to this Site; violation of any law or regulation on or through the Site; or violation of any third party right, including intellectual property, proprietary and privacy rights on or through the Site.

**M. Governing Law and Disputes.** This Conditions of Use, and any dispute that may arise between you and Kyruus Health, will be governed by the laws of the State of Delaware without regard to conflict of laws principles. The Conditions of Use, as may be amended from time to time, set forth the entire understanding between you and Kyruus Health as to the subject matter of the Conditions of Use, unless otherwise specifically provided under a written agreement, and supersede any prior agreements between you and Kyruus Health, whether oral or written, as to the subject matter of the Conditions of Use. Jurisdiction and venue will be in the courts of Delaware for any disputes arising out of or relating to these Conditions of Use.

#### **N. Disputes**

You expressly acknowledge and agree that the sole and exclusive forum for resolving any controversy or claim arising out of or relating to these Conditions of Use, or otherwise relating to any rights in, access to or use of, this Site and/or the rights and obligations of the parties hereto shall be binding arbitration, under the American Arbitration Association ("AAA") commercial arbitration rules, then in effect. You also agree that the AAA optional rules for emergency measures of protection shall also apply to the proceedings. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. In the event that this provision is held invalid or unenforceable, the remaining portions of this section shall remain in full force and effect. You are responsible for your use of the Site, including all interactions with other users of the Site and members of the public. Kyruus Health is not an arbiter of user disputes. Kyruus Health reserves the right, but has no obligation, to become involved in any such dispute.

**O. Special Provisions For Third Party Content.** Kyruus Health has contractual arrangements with certain third party vendors to include content and services that have been prepared by and are the property of these third parties and are subject to these Conditions of Use. Kyruus Health has licensed the right to use this third party content and these

services. Kyruus Health does not control these third party sites, the content displayed on those sites, nor their privacy practices, which may differ from those outlined in Kyruus Health's privacy policies. As a result, you agree that Kyruus Health is not responsible to you in any way with regard to the third party information or services you may access while using this Site. If you do not agree that Kyruus Health will not be held responsible in any way for your use of such information or services, or with regard to any aspect of the third parties' privacy policies, you should not utilize this Site.

P. **Geographic Scope of Use.** Kyruus Health makes no representation that the Site or the Kyruus Health Content is appropriate or available for use at locations outside of the United States. Access to the Site and the Kyruus Health Content from territories where they are illegal is prohibited. You may not use the Site or export the Kyruus Health Content in violation of U.S. export laws and regulations. If you access the Site from locations outside of the U.S., you are responsible for compliance with all local laws.

Q. **Entire Agreement and Assignment.** These Conditions of Use, together with all documents and policies referenced herein, constitute the entire agreement between Kyruus Health and you with respect to this Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and Kyruus Health with respect to the Site, except for any separate written agreement between you and Kyruus Health that by its terms is not superseded by the Conditions of Use. You may not assign these Conditions of Use, or any part hereof, without Kyruus Health's prior written consent. Kyruus Health may assign its rights and duties under the Conditions of Use to any party, at any time, without notice. Kyruus Health reserves all rights not expressly granted in these Conditions of Use.

R. **Severability; Waiver.** If any provision of this Conditions of Use is found to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Agreement, and the remainder of the Conditions of Use shall remain in full force and effect, and all Conditions of Use shall be enforced to the fullest extent permitted by law. No waiver or failure to assert any provision of the Conditions of Use shall be valid unless in writing and signed by an officer of Kyruus Health.

## 2. PRIVACY AND ONLINE SECURITY

At Kyruus Health, protecting your personal information is important to us. Whether you are a current customer or just visiting this Site, we are committed to protecting the information you provide through this Site. However, we recognize, and want you to recognize, that while electronic communications have many benefits, security cannot be guaranteed. Please read the following information carefully to better understand how using this Site affects your privacy.

### A. Privacy

The information that we obtain through your use of this Site, whether through the registration process or otherwise, is subject to the Conditions of Use. The following section addresses our collection and use of the data you provide to us through this Site. If you are unwilling to accept the terms and conditions of these Conditions of Use, you may not use this Site.

Kyruus Health collects information about you through the Site when you enter, submit or post information to your account or publicly, and from data and information that is automatically gathered whenever you interact with the Site, such as your IP address, the pages that you view and request and how often you visit the Site.

You hereby consent to our sharing information that we collect about you on or through the Site as described in these Conditions of Use, including the following with:

- other entities, people, and government divisions and agencies that Kyruus Health employs to perform tasks on

its behalf and that need to know your information to provide products or services to you or to make the Site available;

- other entities, people, and government divisions and agencies if you consent, either expressly or by making information available publicly, or request that we do so, for instance when you post Visitor Content or request information or services through the Site;
- your health plan, providers and facilities if you access the Site through your health plan's portal, provide Visitor Content or otherwise communicate with or provide information concerning a provider or facility;
- other users if you provide Visitor Content or otherwise make your information available to other users of the Site through email, messaging services or other means of communication;
- other entities, people and government divisions or agencies to enforce or apply the Conditions of Use or other agreements or to protect the rights, property or safety of Kyruus Health, our employees, other users, Kyruus Health's vendors and licensors or the public;
- entities that buy or otherwise acquire assets or the business of Kyruus Health through a merger, asset or stock sale or bankruptcy; and
- other entities, people and government divisions and agencies in aggregate form, that is, as a statistical measure.

B. **Security Practices.** Kyruus Health attempts to protect online information according to applicable laws and established company security standards and practices. We have security measures in place to protect against the loss, misuse, or alteration of information under our control, and we continually evaluate new technologies for safeguarding your information. However, we cannot guarantee the confidentiality or security of electronic transmissions via the Internet because they may potentially use unsecure computers and links, and data may be lost or intercepted by unauthorized parties during such transmission. If you wish to submit personal or confidential information by a more secure means of communication, please contact us.

The information you provide to us online is protected by Secure Socket Layer (SSL) technology. SSL is the leading security protocol for data transfer on the Internet. This technology scrambles your account information as it moves between your PC's browser and Kyruus Health's computer systems. When information is scrambled, or encrypted in this way, it becomes difficult for anyone other than Kyruus Health to read it. This secure session helps protect the safety and confidentiality of your information when you interact with Kyruus Health online. You should note, however, that "perfect security" does not exist on the Internet. Third parties may unlawfully intercept or access transmissions or private communications.

C. **Cookies.** A cookie is a small text file that the Kyruus Health system sends to your computer to collect information about your activities on this Site, or to make it possible for you to purchase products or services from this Site and to track such purchases. The cookie transmits this information back to this Site each time your browser requests a page from this Site, and the information is stored to help facilitate your use of this Site the next time you visit. In addition to information you provide, Kyruus Health may use cookies or other passive means to collect general information such as: the name of the domain and host from which you access the Internet; the IP address of the computer you are using; the browser and operating system you are using; the date and time you access this Site; and the Internet address of the website from which you linked to this Site. Kyruus Health uses cookies so you won't have to reenter information each time you visit this Site. If you do not want to receive cookies from this Site, you can set your browser to not accept cookies but then you may not be able to use certain features of this Site.

D. **Use of Email.** Please use your own best judgment when sending information via the Internet to an email address. Email sent via the Internet may pass through private and public networks with varying levels of security. Some networks may have taken steps to secure email transmissions while others have not, thereby compromising the privacy and integrity of an email. An email may be copied, altered or destroyed. Kyruus Health will respect your request not to be contacted by email. Once your email is received, Kyruus Health preserves the content of your email, your email address and our response so we can efficiently respond to questions you might have. We also do this in an effort to meet legal and regulatory requirements.

Although you may send messages to yourself or to others from the Site, we cannot guaranty that these messages will arrive in a timely manner and you should not use the Site for emergencies or other time-sensitive inquiries. If you send an email or another type of message to yourself or another person from the Site or link to the Site, you acknowledge that communication will not be encrypted and may be intercepted in transit and viewed by an unauthorized person. In addition, spam filters and other security tools sometimes may block mischaracterized emails and other messages. By sending any such messages, you authorize the transmission of any information, search results, or other data in an unsecured manner. Please note that neither Kyruus Health nor any of our affiliates or vendors will ask for your credit card number or other sensitive information in an email and if you receive such an email, you should assume it may be fraudulent.

E. **Information You Can Access and Change.** You may access information that you provide for your account on the Site for the purpose of viewing, and in certain situations, adding, changing and updating that information. When you update or change information, however, Kyruus Health may maintain a copy of the unrevised information in its records. In addition, Kyruus Health may retain your information after you terminate an account.

F. **Changes to Privacy and Security.** Kyruus Health reserves the right, but has no obligation, to make changes to the privacy and security terms of these Conditions of Use at any time without notice. Any such changes will become effective upon the date they are first posted to the Site. Such changes will apply to all protected health information in our possession, including any information created or received before the revised notice became effective. Your continued access or use of the Site shall constitute acceptance of such changes of the Conditions of Use. We encourage you to return to this page from time to time for any changes.

T. **Use of Live Help.** Where offered and applicable, chat sessions through a Live Help feature of the Site may be recorded by or for Kyruus Health. By using a Live Help feature, you consent to the recording of your chat session.

**Contacting Us; Complaints.** You have the right to submit a complaint if you believe we have violated your privacy rights. To submit a complaint, write to: Kyruus, Inc., Chief Privacy Officer, 100 Franklin Street, 8<sup>th</sup> Floor, Boston, MA 02110. You also have the right to submit a complaint to the Secretary of the U.S. Department of Public Health & Human Services. Be assured that we will not retaliate against you for submitting a complaint.