



# Terms of Service and Use

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. BY ACCESSING OR USING HONEST-HEALTH.COM, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THIS SITE.

These Terms of Service and Use (“Terms”) apply to your access to, and use of, the websites, mobile sites, and other online offerings (collectively, the “Websites”) provided by Honest Medical Group, dba Honest Health, (“we,” or “us”) that link to these Terms. By accessing or by using our Websites, you agree to these Terms, and any terms incorporated by reference. If you do not agree to these Terms, do not use our Websites.

We may update these Terms from time to time. If we make changes, we will provide you with notice of such changes, such as by sending an email, providing a notice through our Websites, or updating the date at the top of these Terms. Unless we say otherwise in our notice, the amended Terms will be effective immediately, and your continued use of our Websites after we provide such notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must stop using our Websites.

If you have any questions about these Terms or our Websites, please contact us at [PrivacyOfficer@honest-health.com](mailto:PrivacyOfficer@honest-health.com).

## ADDITIONAL TERMS

1. **Privacy** For information about how we collect, use, share and otherwise process information about you through our Websites, please see Websites Privacy Policy.
2. **Consent to Use of Data and Mobile Communication; SMS Program Terms** You consent to our communicating with you about our Websites, Honest Health, and/or its activities by SMS, text message, email, or other electronic means. Your carrier’s normal, messaging, data and other rates and fees will apply to these communications. If you subscribe to any text programs that the Honest Health makes available, the following terms apply: By subscribing to Honest Health’s updates or alerts, you consent to receive periodic updates or alerts by automatic text message. Text STOP to stop. For Help, text HELP or contact us at [PrivacyOfficer@honest-health.com](mailto:PrivacyOfficer@honest-health.com). Message and data rates may apply. See the terms above. Neither Honest Health nor the participating carriers guarantee that messages will be delivered. Honest Health may discontinue the program at any time without notice.
3. **User Content** Our Websites may allow you and other users to create, post, store and share content, including messages, comments, stories, text, photos, graphics, videos, music, and other materials (collectively, “User Content”). Except for the license you grant below, you retain all rights in and to your User Content, as between you and the Organization. You grant Honest Health and its independent contractors, service providers, consultants and partner organizations, a perpetual, irrevocable, nonexclusive, royalty-free, worldwide, fully

paid, and sublicensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform and display your User Content and any name, username or likeness provided in connection with your User Content in all media formats and channels now known or later developed without compensation to you. When you post or otherwise share User Content on or through our Websites, you understand that your User Content and any associated information (such as your username or profile photo if applicable) may be visible to others. You may not create, post, store or share any User Content that violates these Terms or for which you do not have all the rights necessary to grant us the license described above. You represent and warrant that your User Content, and our use of such content as permitted by these Terms, will not violate any rights of or cause injury to any person or entity. Although we have no obligation to screen, edit or monitor User Content, we may delete or remove User Content at any time and for any reason with or without notice. You should never provide protected health information (“PHI”) as User Content, and Honest Health will not ask you to provide PHI except through HIPAA compliant platforms, for which other privacy policies exist or control.

4. **Prohibited Conduct and Content** You will not violate any applicable law, contract, intellectual property right or other third-party right, or commit a tort in connection with any User Content you post to the Websites, and you are solely responsible for your conduct while using our Websites. You will not:
- Engage in any harassing, threatening, intimidating, predatory or stalking conduct;
  - Impersonate or post on behalf of any person or entity or otherwise misrepresent your affiliation with a person or entity;
  - Sell, resell, or commercially use our Websites;
  - Copy, reproduce, distribute, publicly perform, or publicly display all or portions of our Websites, except as expressly permitted by us or our licensors;
  - Modify our Websites, remove any proprietary rights notices or markings, or otherwise make any derivative works based upon our Websites;
  - Use our Websites other than for their intended purpose and in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying our Websites or that could damage, disable, overburden, or impair the functioning of our Websites in any manner;
  - Reverse engineer any aspect of our Websites or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any part of our Websites;
  - Use any data mining, robots or similar data gathering or extraction methods designed to scrape or extract data from our Websites;
  - Develop or use any applications that interact with our Websites without our prior written consent;

- Send, distribute, or post spam, unsolicited, or bulk commercial electronic communications, chain letters, or pyramid schemes;
  - Bypass or ignore instructions contained in our robots.txt file or similar files; or
  - Use our Websites for any illegal or unauthorized purpose, or engage in, encourage, or promote any activity that violates these Terms.
5. **Ownership; Limited License** The Websites, including the text, graphics, images, photographs, videos, illustrations, and other content contained therein, are owned by the Honest Health or our licensors and are protected under both United States and foreign laws. Except as explicitly stated in these Terms, all rights in and to the Websites are reserved by us or our licensors. Subject to your compliance with these Terms, you are hereby granted a limited, nonexclusive, nontransferable, non-sublicensable, revocable license to access and use our Websites for your own personal, noncommercial use. Any use of the Websites other than as specifically authorized herein, without our prior written permission, is prohibited, will terminate the license granted herein and violate our intellectual property rights.
  6. **Trademarks** Honest Health and our logos, our product or service names, our slogans, and the look and feel of the Websites are trademarks of the Honest Health and may not be copied, imitated, or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and Honest Health’s names or logos mentioned on the Websites are the property of their respective owners. Reference to any products, services, processes or other information by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation by us.
  7. **Feedback** You may voluntarily post, submit, or otherwise communicate to us any questions, comments, suggestions, ideas, original or creative materials, or other information about the Honest Health or our Websites (collectively, “Feedback”). You understand that we may use such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you, including, without limitation, to develop, copy, publish, or improve the Feedback in the Organization’s sole discretion. Do not submit any PHI as Feedback. You understand that the Honest Health may treat Feedback as nonconfidential.
  8. **Repeat Infringer Policy; Copyright Complaints** In accordance with the Digital Millennium Copyright Act and other applicable law, we have adopted a policy of terminating, in appropriate circumstances, the access or accounts of users who repeatedly infringe the intellectual property rights of others. If you believe that anything on our Websites infringes any copyright that you own or control, you may notify the Organization’s designated agent at: <https://honest-health.com/contact>.

Please see 17 U.S.C. § 512(c)(3) for the requirements of a proper notification. Also, please note that if you knowingly misrepresent that any activity or material on our Websites is infringing, you may be liable to Honest Health for certain costs and damages.

9. **Third-Party Content, Products, and Websites.** We may provide information about third-party organizations, events, products, services, or activities, or we may allow third parties to make their content and information available on or through the Websites (collectively, “Third-Party Content”). We provide Third-Party Content as a service to those interested in such content. Your dealings or correspondence with third parties and your use of or interaction with any Third-Party Content are solely between you and the third party. The Honest Health does not control or endorse, and makes no representations or warranties regarding, any Third-Party Content, and your access to and use of such Third-Party Content is at your own risk.
10. **Indemnification** To the fullest extent permitted by applicable law, you will indemnify, defend, and hold harmless Honest Health and its independent contractors, service providers, and consultants, successor organizations, and partner organizations, and each of their respective officers, directors, agents, partners, and employees (individually and collectively, the “Indemnified Parties”) from and against any losses, liabilities, claims, demands, damages, expenses, or costs (“Claims”) arising out of or related to (a) your User Content or Feedback; (b) your violation of these Terms; (c) your violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights); or (d) your misconduct in connection with the Website. You agree to promptly notify Indemnified Parties of any third-party Claims, cooperate with Indemnified Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims including, but not limited to, attorneys’ fees. You also agree that the Indemnified Parties will have control of the defense or settlement, at the Indemnified Party’s sole option, of any third-party Claims.
11. **Disclaimers** Your use of our Websites is at your sole risk. Except as otherwise provided in a writing by us, our Websites and any content therein are provided “as is” and “as available” without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. In addition, the Honest Health does not represent or warrant that our Websites are accurate, complete, dependable, current, or error-free. While the Honest Health attempts to make your use of our Websites safe, we cannot and do not represent or warrant that our Websites or servers are free of viruses or other harmful components. You assume the entire risk as to the quality and performance of the Website.
12. **Limitation of Liability** To the fullest extent permitted by applicable law, Honest Health and its contractors, service providers, consultants, successor organizations, and partner organizations, and each of their respective officers, directors, agents, and employees (collectively the “Parties to Honest Health”), will not be liable to you under any theory of liability—whether based in contract, tort, negligence, strict liability, warranty, or otherwise—for any indirect, consequential, exemplary, incidental, punitive or special damages or lost profits, even if such parties have been advised of the possibility of such damages. The total liability of Honest Health and Parties to Honest Health for any claim arising out of or relating to these Terms or our Websites, regardless of the form of the action, is limited to \$5.

13. **Governing Law and Venue** Any dispute arising from these Terms and your use of the Websites will be governed by and construed and enforced in accordance with the laws of Delaware, except to the extent preempted by U.S. federal law, without regard to conflict of law rules or principles (whether of Delaware or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute between the parties will be resolved in the state of Delaware and/or of the federal courts the United States sitting in Delaware.
14. **Modifying and Terminating our Websites** We reserve the right to modify our Websites or to suspend or stop providing all or portions of our Websites at any time. You also have the right to stop using our Websites at any time. We are not responsible for any loss or harm related to your inability to access or use our Website.
15. **Severability** If any provision or part of a provision of these Terms is unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.
16. **Miscellaneous** The failure of Honest Health to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree that communications and transactions between us may be conducted electronically.