

Terms and Conditions

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Please read these Terms of Use carefully before you start to use the Guidehealth Services. By accessing or using the Guidehealth Services you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy found at <https://secure.guidehealth.com/Home/Privacy>, incorporated herein by reference and any additional terms and conditions applicable to parts or features of the Guidehealth Services, incorporated herein by reference. Please note that our Privacy Policy is comprised of two sections: (A) a set of terms and conditions applicable to the Guidehealth Services generally (“General Privacy Policy”) and (B) a set of terms and conditions applicable only to Protected Health Information (as defined below) submitted through the Member Portal, or the Provider Portal (each a “Portal” and collectively, “Portals”) (“Portal-Specific Privacy Policy”). If you do not agree to these Terms of Use, the Privacy Policy and such other applicable terms and conditions, you must not access or use the Services.

Guidehealth Services are not intended for children residing in the United States under 13 years of age – and for European residents, for children under 16 years of age. By using the Guidehealth Services, you represent and warrant that you meet the foregoing eligibility requirements. If you do not meet these requirements, you must not access or use the Guidehealth Services.

Accessing the Services and Account Security

We reserve the right to withdraw or amend the Guidehealth Services and any material we make available through the Guidehealth Services, in our sole discretion, without notice. Except to the extent set forth in a separate written contract signed by Guidehealth, we will not be liable if for any reason all or any part of the Services are unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Guidehealth Services, or all the Guidehealth Services.

To access the Guidehealth Services or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Guidehealth Services that all the information you provide via the Guidehealth Services is correct, current, and complete. You agree that all information you provide to register with the Guidehealth Services or otherwise, including, but not limited to, through the use of any interactive features on the Guidehealth Services, is governed by our Privacy Policy, found at guidehealth.com/privacy-policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

Users are required to ensure that all persons who access the Guidehealth Services through a User's internet connection are aware of these Terms of Use and comply with them. Users are responsible for any security breaches or performance issues relating to accessing the Guidehealth Services.

Any user name, password, or any other piece of information chosen by you or provided to you as part of our security procedures, must be treated as confidential, and you must not disclose it to any other person or entity. You must exercise caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. You understand and agree that should you be provided an account, your account is personal to you and you agree not to provide any other person with access to the Guidehealth Services or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to, or use of, your user name or password or any other breach of security. You also agree to ensure that you log out from your account at the end of each session. You are responsible for any password misuse or any unauthorized access.

We reserve the right at any time and from time to time, to disable or terminate your account, any user name, password, or other identifier, whether chosen by you or provided by us, in our sole discretion for any or no reason, including any violation of any provision of these Terms of Use.

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- You may store files that are automatically cached by your Web browser for display enhancement purposes.
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Prohibited Uses

You may use the Guidehealth Services only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Guidehealth Services:

- in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
- for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise;
- to impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing); and/or
- to engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Guidehealth Services, or which, as determined by us, may harm the Company or users of the Guidehealth Services or expose them to liability.

Additionally, you agree not to:

- use the Guidehealth Services in any manner that could disable, overburden, damage, or impair the Guidehealth Services or interfere with any other party's use of the Guidehealth Services, including their ability to engage in real-time activities through the Website;
- use any robot, spider or other automatic device, process or means to access the Services for any purpose, including monitoring or copying any Content;
- access Content that is not intended for you;
- attempt to breach or breach the security and/or authentication measures;
- restrict, disrupt, or disable the Guidehealth Services to users, hosts, servers or networks;
- reproduce TCP/IP packet header illicitly;
- use any manual process to monitor or copy any Content or for any other unauthorized purpose without our prior written consent;

- use any device, software or routine that interferes with the proper working of the Services;
- introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;
- attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Guidehealth Services, the server(s) on which the Guidehealth Services stored, or any server, computer or database connected to the Guidehealth Services;
- attack the Guidehealth Services via a denial-of-service attack, a distributed denial-of-service attack, flooding, mailbombing or crashing; and/or
- otherwise attempt to interfere with the proper working of the Guidehealth Services.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Guidehealth Services. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY OR ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER THE COMPANY OR SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

Reliance on Information Posted

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The Guidehealth Services may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible or liable to you or any third party for the content or accuracy of any materials provided by any third parties.

Changes to the Guidehealth Services

We may update the Content from time to time, but the Content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Services

All information we collect on this Website is subject to our Privacy Policy guidehealth.com/privacy-policy. By using the Guidehealth Services, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Linking to the Websites and Social Media Features

You may link to our Websites, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express, prior written consent.

The Guidehealth Services may provide certain social media features that enable you to:

- link from your own or certain third-party websites to certain content on the Websites;
- send e-mails or other communications with certain content, or links to certain content; and/or
- cause limited portions of content on any website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- establish a link from any website that is not owned by you;
- cause the Guidehealth Services or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.;
- link to any part of any Website other than the homepage; and/or
- otherwise take any action with respect to Content that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease.

We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

PHI or Sensitive Personal Information

We do not knowingly or intentionally collect Protected Health Information (“PHI”) as defined under the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health (HITECH) Act, and their implementing regulations (collectively, “HIPAA”) and summarized by the U.S. Department of Health & Human Services here: <https://www.hhs.gov/hipaa/for-professionals/privacy/laws-regulations/index.html> or ‘sensitive personal information’ through the Services, with the exception of PHI submitted by you via the Portal(s) in accordance with the Portal-Specific Privacy Policy and a business associate agreement signed by Guidehealth and you. Unless provided solely through the Portal(s), and only as necessary to use the same, please do not submit any PHI or sensitive personal information to us through the Services. For more information, please see our Privacy Policy, including the Portal-Specific Privacy Policy.

Professional Responsibility

As between you and Guidehealth, except as set forth in a signed written agreement between Guidehealth and you, you take full responsibility for the use of all information provided through the Guidehealth Services in providing patient care.

Certain Content that Guidehealth makes available through the Services, such as white papers, news coverage, and its blog may be clinically-oriented (“Clinical Information”). Clinical Information, if any, is intended to serve as a quick access, concise, initial reference and not as a complete reference source. Clinical Information does not include information concerning every health condition, therapeutic agent, laboratory test, or diagnostic procedure available. Clinical information, is further intended as a supplement to, and not a substitute for, the knowledge, expertise and judgment of professional personnel and should not, in any case, be deemed or understood as a recommendation, endorsement, guarantee or warranty of the professional services of any providers who render health care services.

You may use the Clinical Information only if you are (i) a researcher who will not use the information for medical diagnosis or treatment; (ii) a physician, nurse or other healthcare professional with an active license; or (iii) a student pursuing an education in a health care

discipline under the supervision of licensed healthcare professionals. You agree that you are responsible for determining the correctness, completeness, timeliness, and suitability of the Clinical Information and Content for individual patients. You understand that the professional duty to a patient in the provision of healthcare services lies solely with the healthcare professionals providing direct patient care or pharmacy services and not Guidehealth.

The Services are not intended as a substitute for professional medical judgment in patient diagnosis or treatment, and Guidehealth disclaims all liability for the use of any information or results provided by, or obtained through, the Guidehealth Services and used by professional personnel. Guidehealth is not liable for your actions which may result in any liability due to malpractice or failure to warn. The information herein and via the Websites does not constitute medical or other professional advice. You acknowledge that a licensed professional is responsible for independently reaching any medical or other professional judgment, and for any resulting diagnosis and treatments, notwithstanding any use of the Guidehealth Services by such professional.

Feedback

If you provide any comments, questions, recommendations, suggestions, or related information to Guidehealth by any means concerning the Services or Content (collectively, “Feedback”), you hereby grant Guidehealth a perpetual, irrevocable, royalty-free, fully paid-up, worldwide, transferable, sublicensable license to use, copy, modify, create derivative works of, publicly display, publicly perform, distribute and otherwise exploit, without any attribution or compensation to you, any and all Feedback in connection with the Guidehealth Services and/or any of Guidehealth’s other products or services; however, you have no right to compel any such use.

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The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under US copyright law. If you believe in good faith that content or material on a Website infringes a copyright owned by you, you (or your agent) may send Guidehealth a notice requesting that the material be removed, or access to it blocked. This request should be sent to:

marketing@guidehealth.com

The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed; (c)

identification of the material that is claimed to be infringing or the subject of infringing activity; (d) the name, address, telephone number, and email address of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or applicable law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. Notices and counter-notices with respect to the Websites should be sent to the address above.

Links from the Services

If the Guidehealth Services contain links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the Guidehealth Services, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Additional Terms and Conditions Governing Text Messaging

By "Opting In" to or using a "Text Message Service" (as defined below) from Guidehealth, you accept these Terms & Conditions.

Definitions with Respect to Text Messaging

"Opting In," "Opt In," and "Opt-In" refer to requesting, joining, agreeing to, enrolling in, signing up for, acknowledging, responding to, or otherwise consenting to receive one or more text messages.

"Text Message Service" includes any arrangement or situation in which we send one or more messages addressed to your mobile phone number, including text messages (such as SMS, MMS, or successor protocols or technologies).

Consent to Text Messaging

By consenting to receive text messages from us, you agree to the Terms, as well as our Privacy Policy, incorporated by reference above.

E-Sign Disclosure

By agreeing to receive text messages, you also consent to the use of an electronic record to document your agreement. You may withdraw your consent to the use of the electronic record by replying STOP.

Guidehealth Text Message Privacy Policy

We respect your privacy. We only use information you provide through this service to transmit your mobile messages and respond to you. This includes, but is not limited to, sharing information with platform providers, phone companies, and other vendors who assist us in the delivery of mobile messages. Mobile information will not be shared with third parties/affiliates for marketing/promotional purposes. All the above categories exclude text messaging originator opt-in data and consent; this information will not be shared with any third parties. Nonetheless, we reserve the right always to disclose any information as necessary to satisfy any law, regulation or governmental request, to avoid liability, or to protect our rights or property. This Text Message Service Privacy Policy applies to your use of the Text Message Service and is not intended to modify our Privacy Policy, incorporated by reference above, which may govern the relationship between you and us in other contexts.

Costs of Text Messages

We do not charge you for the messages you send and receive via this text message service. But message and data rates may apply, so depending on your plan with your wireless or other applicable provider, you may be charged by your carrier or other applicable provider.

Frequency of Text Messages

This Text Messaging Service is for conversational person-to-person communication between you and Guidehealth staff. We may send you an initial message providing details about the service. After that, the number of text messages you receive will vary depending on how you use our services and whether you take steps to generate more text messages from us (such as by sending a HELP request).

Opting out of Text Messages

If you no longer want to receive text messages, you may reply to any text message with STOP, QUIT, END, REVOKE, OPT OUT, CANCEL, or UNSUBSCRIBE. After unsubscribing, we may send you confirmation of your opt-out via text message.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Guidehealth Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Websites for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE GUIDEHEALTH SERVICES OR ITEMS OBTAINED THROUGH THE GUIDEHEALTH SERVICES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

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THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify and hold harmless Guidehealth, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Guidehealth Services, including, but not limited to, your Feedback, third-party sites, and any use of the Content other than as expressly authorized in these Terms of Use or your use of any information obtained from the Guidehealth Services.

Governing Law and Jurisdiction

All matters relating to the Guidehealth Services and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal law of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

You expressly agree that exclusive jurisdiction for any dispute with Guidehealth resides in the courts of the State of Texas and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of Dallas County, Texas in connection with any claim involving Guidehealth. Use of the Guidehealth Services is unauthorized in any jurisdiction that does not give effect to these Terms of Use and all of the terms and conditions set forth herein.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS, THE GUIDEHEALTH SERVICES OR THE CONTENT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal 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 Use will continue in full force and effect.

Entire Agreement

Unless otherwise agreed to by Guidehealth, the Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Guidehealth with respect to the Guidehealth Services and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Services.

Changes to the Terms of Use

We may revise these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them. Please check this page regularly to ensure that you are familiar with the current version of the Terms of Use. By your continued use of the Guidehealth Services after publication of revised Terms of Use, you accept and agree to the terms and conditions in the revised Terms of Use.

Reporting and Contact

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Should you become aware of misuse of the Guidehealth Services including libelous or defamatory conduct, you must report it to the Company at marketing@guidehealth.com.

All other feedback, comments, requests for technical support, and other communications relating to the Guidehealth Services should be directed to: marketing@Guidehealth.com.