

Health Stack, LLC Terms of Use

Last Updated: March 1, 2020

These terms and conditions of use (“Terms of Use”) govern your use of our online interfaces and properties (e.g., websites and applications) owned and controlled by Health Stack, LLC (“HealthStack,” “we,” “us,” and “our”), including our website (the “Site”), as well as the services (“Services”) available to users through the Site or through any other means, including mobile phone applications. The terms “you” and “your” means you, your dependent(s) or representative(s) if any, and any other person accessing your account on the Site or Services. Your acceptance of, and compliance with, these Terms of Use is a condition to your use of the Site and Services. By using the Site or Services, you acknowledge that you have read, understand, and expressly agree to all terms and conditions contained within the Terms of Use and Privacy Policy. If you do not agree to be bound by these terms, you are not authorized to access or use this Site or Services for any purpose; promptly exit the Site or Services.

USER REPRESENTATIONS: You represent and warrant that you are of legal age to agree to the Terms of Use set forth herein, or you are at least fourteen (14) years of age with parental consent, to register on the Site, to enroll for the Services and/or use the Services. You further represent and warrant that: (i) you have the legal ability and authority to agree to these Terms of Use and use the Site and Services; (ii) the information you provided during your registration is accurate and complete; (iii) you will comply with all applicable laws; and (iv) you will not interfere with, disrupt, or replicate, or attempt to interfere with, disrupt, or replicate this Site and Services and its security measures and protocols. If any information you provided to us becomes inaccurate, incomplete, or otherwise false and/or misleading, you will immediately notify us. You are responsible for ensuring that any information you provide is complete, up to date, and accurate.

MODIFICATION OF TERMS: We reserve the right to update and/or modify the Terms of Use at any time and for any reason, without penalty or liability to you or any third party. Any changes of the Terms of Use are effective immediately upon posting. By continuing to access and use the Site or Services, you expressly agree to follow and be bound by all applicable updates and changes to the Terms of Use.

MODIFICATION OF SITE AND SERVICES: We reserve complete and sole discretion with respect to the operation of the Site and the Services. We may withdraw, suspend, or otherwise discontinue any functionality or feature of the Site or the Services. We reserve the right to maintain, delete, or destroy all communications and user content posted or uploaded to the Services pursuant to applicable law and our internal record retention and/or destruction policies. Occasionally, we may perform maintenance on or upgrade the Site or Services or the underlying structure that enables use of the Site or Services. This may require us to temporarily suspend or limit your use of the Site or Services until such time the maintenance or upgrade is completed. To the extent possible and unless otherwise stated, we will endeavor to publish the time and date of such expected suspension or limitation on its Site or Services in advance when possible. You agree that you are not entitled to claim any damages for such suspension or limitation during such maintenance or upgrade.

LICENSE: Upon accepting the Terms of Use, you are granted a limited, non-assignable, non-sublicensable, non-exclusive license to use the Site or Services on a personal computer, mobile phone, or other electronic device for personal use through your individual account. You agree not to grant any right to third-parties to your personal use of our Site or Services.

USE OF SERVICES: You are required to provide us with an email address upon registering. We will use email communications to send you important updates about the Site and Services, as well as notifications when information and documents are added that you need to be aware of (e.g. forms, updated terms, etc.). In some instances, but not all, registered users may be permitted to opt out of receiving emails.

Portions of the Site or Services are only available to users who have registered and created an account with an appropriate username and password (“Registered Users”). Each Registered User is responsible for controlling the privacy, dissemination, access to, and use of their username and password, and promptly informing us of any need to deactivate a password. You also agree to promptly notify us of any unauthorized use of your username, password or any other breach of security that you become aware of involving or relating to the Site or Services by emailing us at admin@healthstackllc.com. We explicitly disclaim liability for any and all losses and damages arising from your failure to comply with this section.

Use of the Site and Services described herein are subject to our Privacy Policy. The Privacy Policy is hereby incorporated by reference into these Terms of Use.

NOT MEDICAL ADVICE: Any content or information provided by us or accessible through our Services (collectively, “Content”) is for informational purposes only. The Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition. Our Services and Content are not intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of any condition or disease. Please consult your healthcare provider prior to making any decisions related to your health. Reliance on any information provided by us or contained without our Services is solely at your own risk.

ADDITIONAL TERMS FOR APP STORE APPS: If you accessed or downloaded a mobile phone application from the Apple App Store, then you agree to use the app only: (i) on an Apple-branded product or device that runs iOS (Apple’s proprietary operating system software); and (ii) as permitted by the “Usage Rules” set forth in the Apple App Store Terms of Service.

TERMINATION: Unless expressed otherwise in writing, we reserve the right to terminate, rescind, revoke, or modify your access to the Site or Services without notice at any time for any reason. Any violation of these Terms of Use will result in immediate termination. We shall not be liable to you or any third party for any such termination. You may opt out of the Site or Services at any time.

INTELLECTUAL PROPERTY: All materials on the Site or Services, including the design, layout, and organization (collectively referred to as “Content”), with the exception of data contained in user records, are owned and copyrighted by us or our affiliates and are protected by all applicable intellectual property laws. All rights and title to the Content, trademarks and service marks herein remain with us or its licensors. You are authorized to view the Site or Services and Content. All rights not expressly granted herein are reserved to us. You may not reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, circulate or exploit for commercial gain any portion of the Site or Services or the Content. You further agree that any information you provide or use on the Site or Services, and your use of the Site or the Services, will not infringe or facilitate infringement on any

copyright, patent, trademark, trade secret, or other proprietary, publicity, or privacy rights of any party, including such rights of third parties.

You further agree that you shall not, and shall not permit any individual or entity to (a) reverse engineer, disassemble, decompile, decode, or adapt the Site, Services, or Content, or otherwise attempt to derive or gain access to the source code of the Site, in whole or in part; (b) bypass or breach any security device or protection used for or contained in the Site or Services; (c) use the Site or Services for purposes of: (i) benchmarking or competitive analysis of the Site; (ii) developing, using or providing a competing software product or service; or (iii) any other purpose that is to Our commercial disadvantage; or, (d) use the Site, Services, or Content for any other purpose or application not expressly permitted by this Agreement.

THIRD PARTY WEBSITES: We may provide external links to third party web sites. These Terms of Use apply only to your relationship with us and the Site or Services, and do not describe the terms and conditions, privacy policies or other policies of third parties. Your use of third party websites is at your own risk and subject to the third party's terms and conditions. We disclaim any and all liability for any information set forth on linked sites.

NO ENDORSEMENT: We do not endorse the promotions, products, publications or services of any third parties. We do not warrant or validate the advertisements, promotions, communications, or other materials of any third party. Any views expressed by third parties on this Site or Services are solely the views of such third party and we assume no responsibility or liability for the accuracy of any statement made by such third party.

INDEMNIFICATION: You hereby agree to hold harmless, defend and indemnify us, our principals, owners, officers, directors, managers, employees, contractors, agents, other affiliated companies, suppliers, successors, and assigns from all liabilities, claims, demands, and expenses, including attorney's fees, that arise from or are related to (a) your use or misuse of the Site or Services, (b) your breach of these Terms of Use, (c) the content or subject matter of any information you provide to us, and/or (d) any negligent or wrongful act or omission by you in the use or misuse of the Site or the Services, including without limitation, infringement of third party intellectual property rights. You agree to waive, to the fullest extent permitted by law, all laws that may limit the efficacy of such indemnifications or releases.

LIMITATION ON LIABILITY: IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM ANY LOSS OF USE, LOSS OF PROFITS, LITIGATION, OR ANY OTHER PECUNIARY LOSS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS SITE OR THE PROVISION OF OR FAILURE TO MAKE AVAILABLE ANY SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WE ARE NOT LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BASED ON USE OF THIS SITE OR SERVICES, EXCEPT AS REQUIRED BY LAW.

DISCLAIMER: THE SITE OR SERVICES ARE PROVIDED BY US ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED

WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE SITE OR SERVICES WILL BE UNINTERRUPTED, FREE FROM ERROR, OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

We will use reasonable efforts to keep the Site or Services content timely and accurate, but we make no guarantees, and disclaim any implied warranty or representation about its accuracy, relevance, timeliness, completeness, or appropriateness for a particular purpose. We assume no liability arising from or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Site or Services.

GOVERNING LAW: These Terms of Use shall be governed by and construed in accordance with the laws of the State of California, as amended from time to time, without regard to principles of conflicts of law. Any cause of action or claim you may have with respect to us must be commenced within one (1) year after it arises. If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect.

AGREEMENT TO ARBITRATE, JURISDICTION, VENUE: YOU AGREE THAT ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY THEREOF OR THE USE OF THE SERVICES (COLLECTIVELY, “DISPUTE(S)”) WILL BE SETTLED BY BINDING ARBITRATION. This arbitration clause governs all disputes, except that each party retains the right: (i) to bring an individual action in small claims court, and (ii) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents or other intellectual property rights (the action described in the foregoing clause (ii), an “IP Protection Action”).

Without limiting the foregoing, you may decline the above arbitration provisions and you may retain the right to litigate any other Dispute if you provide us with written notice of your desire to do so, by U.S. mail or express courier to the address contained in the “Notices” section below, within thirty (30) days following the date you first agree to these Terms of Use (such notice, an “Arbitration Opt-out Notice”). If you don’t provide us with an Arbitration Opt-out Notice within the thirty (30) day period, you will be deemed to have knowingly and intentionally waived your right to litigate any Dispute except as expressly set forth above. The exclusive jurisdiction and venue of any IP Protection Action or, if you timely provide us with an Arbitration Opt-out Notice, any other claims, will be the state and federal courts located in the State of California and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

UNLESS YOU TIMELY PROVIDE US WITH AN ARBITRATION OPT-OUT NOTICE, YOU ACKNOWLEDGE AND AGREE THAT YOU AND WE ARE WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. FURTHER, UNLESS BOTH YOU AND WE OTHERWISE AGREE IN WRITING, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF ANY CLASS OR REPRESENTATIVE PROCEEDING.

Any arbitration occurring pursuant to this section will be administered by the American Health Lawyers Association (“AHLA”) in accordance with the Rules of Procedure for Consumer Arbitration before a single arbitrator with the locale of all hearing requiring physical attendance of the parties to occur in the State of California. Any judgment award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

This section will survive any termination of these Terms of Use.

NOTICES: We may provide notice to you by e-mail at the e-mail address You provided during registration, by a general notice on the Site or Services, or by written communication delivered by first class U.S. mail or express courier to your address on record in your account information. You may give notice to us at any time, in writing, delivered by first class U.S. mail or express courier to 20555 Devonshire St, Suite #363, Chatsworth, CA 91311.