



HEALTH WEALTH SAFE, INC.

MEDICAL RECORD BANK

2005 PRINCE AVENUE, ATHENS, GA 30606

Email: info@healthwealthsafe.com Phone: (706)296-8632

TERMS OF SERVICE:

The following terms and conditions, together with any documents incorporated by reference (collectively, the “Terms of Service”) govern your access to and use of Health Wealth Safe, Inc.’s (“Company”, “we”, “us” or “our”) healthcare data management platform services (as more particularly identified on our [website](#)), which are made accessible to you via a downloaded and installed application on a desktop or a mobile device or web browser or any other means as we may permit (collectively, the “App”), including, without limitation, any related content, functionality (e.g., updates), products and materials provided by Company through the App (collectively, the “Service”). By using the Services or by clicking to accept or agree to the Terms of Service when this option is made available to you, you accept and agree to be bound and abide by these Terms of Service. If you do not accept these Terms of Service, then you may not use the Service.

PLEASE READ THESE TERMS CAREFULLY. THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS, INCLUDING AN ARBITRATION AGREEMENT IN SECTION 20 (DISPUTE RESOLUTION). UNLESS YOU OPT OUT, THE ARBITRATION AGREEMENT REQUIRES MOST DISPUTES BETWEEN US TO BE SUBMITTED TO ARBITRATION, ELIMINATES YOUR ABILITY TO PURSUE DISPUTES AS PART OF A CLASS OR GROUP, AND WAIVES YOUR RIGHT TO A TRIAL IN COURT AND BY A JURY.

Section 1. MODIFICATIONS TO THE TERMS OF SERVICE: We reserve the right to modify these Terms of Service at any time at our sole discretion. If we make changes to these Terms of Service, we will provide notice of such changes as appropriate, such as by sending an email notification to the address you’ve provided and/or notice through the App. If we make an administrative change, we may provide notice by updating the “Last Updated” date at the top of these Terms of Service. YOUR CONTINUED USE OF THE SERVICE FOLLOWING OUR POSTING OF A MODIFICATION NOTICE OR NEW TERMS OF SERVICE ON THE APP WILL CONSTITUTE YOUR BINDING ACCEPTANCE OF THE MODIFICATION OR NEW TERMS OF SERVICE. If you do not agree to the revised Terms of Service, you must stop using the Service and delete your account (see Section 12 (Suspension and Termination)). Unless we provide you with specific notice, no changes to our Terms of Service will apply retroactively.

We encourage you to review the Terms of Service from time to time to ensure you understand the terms and conditions that apply to your access to, and use of, the Service.

Section 2. ELIGIBILITY: By accessing the Service, you acknowledge and represent that: (1) you have the legal capacity to comply with these Terms of Service; and (2) you are 18 years of age or older.

Section 3. LICENSE; RESTRICTIONS: Company grants you a limited, revocable, non-exclusive, non-transferable, sub-licensable license to access and use the Service and App for personal and noncommercial purposes, conditioned on your compliance with this Terms of Service. You will not (1) access the App or Service through automated or non-human means, whether through a bot, script, or otherwise; (2) use, copy, adapt, modify, decompile, reverse engineer, disassemble, decrypt, attempt to derive the source code of, prepare derivative works based upon, distribute, license, sell, rent, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Service or App, except as expressly permitted by us or as permitted under applicable law; (3) interfere or attempt to interfere with the proper working of the App or Service, including, without limitation, the servers or networks connected to the App or Service or any activities conducted on the App or Service; or (5) use the Service or App for any illegal or unauthorized purpose. We and our licensor(s) reserve all rights to the App and Service not expressly granted, whether by implication, estoppel, or otherwise.

Section 4. ACCOUNT CREATION, CUSTOMER ACCOUNT, PASSWORD, AND SECURITY OBLIGATIONS: You understand that you will need to create an account to have access to all of the parts of the Service. You will: (a) provide true, accurate, current, and complete information about yourself when registering for and/or purchasing our Service (e.g. name, email, address, user ID and password, and payment information) (collectively, "Registration Information"); and (b) maintain and promptly update the Registration Information to keep it true, accurate, current, and complete. If you provide any Registration Information that is untrue, inaccurate, not current, or incomplete, or we reasonably suspect that such information is untrue, inaccurate, not current, or incomplete, we may suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

You are responsible for maintaining the confidentiality of your username and password and are fully responsible for all activities that occur under your account. You will not share your account information or your user name and password with any third party or permit any third party to logon to the App to utilize the Service by using your account information.' You will immediately notify us of any unauthorized use of your password or account or any other breach of security. You are responsible for taking precautions and providing security measures best suited for your situation and intended use of the Service. We may provide user billing, account, Content or use records, and related information under certain circumstances (such as in response to legal responsibility, lawful process, orders, subpoenas, or warrants, or to protect our rights, customers or business).

Section 5. PRIVACY: Data collection and use, including data collection and use of personally identifiable information, is governed by our Privacy Policy (located at <https://www.healthwealthsafe.com/hws-privacy-policy>), which is incorporated by reference into these Terms of Service.

Section 6. INTELLECTUAL PROPERTY RIGHTS: Except for Contributions we and our licensor(s), vendor(s), agent(s) and content provider(s) own 'all content featured or displayed on our App, including without limitation any, audio, video, text, photographs, and graphics (collectively, the "Content"). All elements of the Service, including, without limitation, the general design of the App and the Content, and all trademarks, service marks, and logos contained in the App and provided with the Service or in the Content (the "Marks") are owned or controlled by us or licensed to us, and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. ""You may not copy, reproduce, aggregate, republish, upload, post, publicly display, translate, transmit, distribute, sell, license, or modify the Content or Marks without our express prior written permission. You will comply with all applicable domestic and international laws, statutes, ordinances, and regulations regarding your use of the Service. The Service, App, Content, Marks and all related rights remain the exclusive property of Company or its licensors, vendors, agents, and/or Content providers unless otherwise expressly agreed, and are protected by U.S. and international copyright laws.

Section 7. THIRD PARTY SERVICES: You may elect to allow automatic electronic communication between the Service and certain third-party services (e.g., providers and payment processors). Such third-party services are offered by independent third parties, not Company. COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING ANY WARRANTY OF ACCURACY, COMPLETENESS, PERFORMANCE, CURRENCY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR TITLE WITH RESPECT TO SUCH THIRD-PARTY SERVICES. IF YOU ALLOW SUCH AUTOMATIC ELECTRONIC COMMUNICATION BETWEEN THE SERVICE AND THIRD-PARTY SERVICES, YOU DO SO AT YOUR OWN RISK, AND YOU AGREE THAT COMPANY IS NOT LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR SIMILAR DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOSS OF WORK SERVICE, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, WHETHER IN TORT, CONTRACT, OR OTHERWISE, FOR THE RESULTS OF ANY DATA PROCESSING THAT MAY OCCUR WHILE YOUR INFORMATION OR CHARGE CARD TRANSACTIONS ARE BEING HANDLED BY THESE EXTERNAL AND COMPLETELY INDEPENDENT BUSINESS ENTITIES.

Section 8. OTHER LINKS: In addition to the third-party services described above, the App or Service may additionally contain links to other third-party websites. Such third-party websites are owned and operated by the third parties and/or

their licensors, and Company has no responsibility for or control over such websites. You acknowledge that Company is not responsible or liable for the availability or accuracy of third-party websites, the security or regulatory compliance of such websites, or the content, advertising, or products or services on or available from such websites, and inclusion of any link or application on the App or made available through the Service does not imply any endorsement by Company of such website or services. It is your responsibility to take precautions to ensure any linked material you select is free of viruses and other harmful or destructive items.

Section 9. USER GENERATED CONTRIBUTIONS; CONTRIBUTION LICENSE: The App does not offer users the ability to submit or post content publicly. We may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us via the App or otherwise through the Service, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). You expressly grant us a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide, fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, transmit, perform, and display your Contribution and your name, voice, and/or likeness as contained in your Contributions, in whole or in part, and in any form throughout the world in any media or technology for the purposes of operating and providing the Service to you. Contributions are non-confidential, and we are under no obligation to maintain the confidentiality of any information, in whatever form, contained in any Contribution.

Contributions may be viewable by other users of the App or Service and through third-party websites. As such, any Contributions you transmit may be treated in accordance with our Privacy Policy. When you create or make available any Contributions, you thereby represent and warrant that: (1) The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights ""of Company or any other party, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party; (2) You will not upload, post, email, or otherwise transmit any Contributions that are derogatory, defamatory, obscene, lewd, slanderous, or offensive, such as slurs, epithets, or anything that might reasonably be construed as harassment or disparagement of anyone or based on race, color, national origin, sex, sexual orientation, age, disability, religious or political beliefs, or other statutorily protected status; (3) you are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the App, and other users of the App or Service to use your Contributions in any manner contemplated by the App and these Terms of Service;(4) you have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the App or Service and these Terms of Service; (5) your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner; (6) you will not upload, post, email, or otherwise transmit any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (7) You will not use any information received through the App or Service to attempt to identify other customers or to contact other customers; (8) your Contributions are not false, inaccurate, or misleading; (9) Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation, except in those areas that are designated for such purpose and only to the extent such content is authorized by law; (10) your Contributions will not advocate the violent overthrow of any government or incite, encourage, or threaten physical harm against another; (11) your Contributions do not violate any applicable law, regulation, or rule; and (12) your Contributions do not otherwise violate, or link to material that violate, any provision of these Terms of Service.

Section 10. FEEDBACK: If you give us any idea, proposal, suggestion, or feedback, including without limitation ideas for new products, technologies, promotions, product names, product feedback, and product improvements ("Feedback"), you give us, without charge, royalties, or other obligation to you, the right to make, have made, create derivative works, use, share, and commercialize your Feedback in any way and for any purpose. Company will treat any Feedback you provide to us as non-confidential and non-proprietary. You agree that you will not submit to the Company any information or ideas that you consider to be confidential or proprietary.

Section 11. HEALTH RELATED INFORMATION/NOT MEDICAL ADVICE: The information made available through the Service is provided for informational purposes only. You should only interpret and use your medical records or other health related information (including lab results and diagnostic information) made available on or through the Service in consultation with a licensed healthcare professional. YOUR EXPRESSLY ACKNOWLEDGE THAT THE INFORMATION

PROVIDED IN THE SERVICE IS NOT MEDICAL ADVICE. THE SERVICES DO NOT PROVIDE MEDICAL OR DIAGNOSTIC SERVICES OR PRESCRIBE MEDICATION. USE OF THE SERVICE OR ANY CONTENT AVAILABLE THROUGH THE SERVICE IS NOT A SUBSTITUTE FOR THE PROFESSIONAL JUDGMENT OF HEALTHCARE PROFESSIONALS. YOU ACKNOWLEDGE YOUR SOLE RESPONSIBILITY FOR OBTAINING MEDICAL ADVICE FROM A LICENSED HEALTHCARE PROFESSIONAL. YOU ASSUME ALL RISKS ASSOCIATED WITH YOUR USE OF THE SERVICE. YOUR DECISION TO SHARE OR DISCLOSE YOUR DATA, INCLUDING, WITHOUT LIMITATION, HEALTH-RELATED INFORMATION. YOU HEREBY RELEASE THE COMPANY, ITS AFFILIATES, ITS LICENSORS, AND ITS SERVICE PROVIDERS FROM ANY AND ALL LIABILITY THAT MAY ARISE FROM SUCH SHARING.

Section 12. SUSPENSION AND TERMINATION: You or we may suspend or terminate your account or your use of this Service at any time, for any reason or for no reason, with or without prior notice. You are personally liable for any charges incurred through your account prior to termination. If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress. If your account is terminated, we may delete your data or your Submissions or otherwise disassociate it from you and your account (unless we are required by law to keep it, return it, or transfer it to you, or a third party identified by you). As a result, you may no longer be able to access any of the Service or your data or Submissions. If your account is suspended or terminated a notification will be sent to the email address you provided in your account and a SMS/text message will be sent to the phone number you provided in your account when the account is suspended or terminated. The notification will include the date and time the account was closed.

To delete your account from our database, including personal medical history obtained through the Service you must submit a request via email to: Privacy@healthwealthsafe.com or in writing to: Health Wealth Safe, 2005 Prince Avenue, Athens, GA, 30606. Once you submit your request, we will send an email to the email address linked to your account asking you to confirm your request. Upon receiving your confirmation, we will process your request to delete your data. It could take upto 30 days for your data to be deleted from our database. You will no longer be able to sign-in to your account. As a result, you may no longer be able to access any of the Service or your data or Submissions.

Section 13. MANAGEMENT OF SERVICE: We reserve the right, but not the obligation, to: (1) monitor the App and your use of the Service for violations of these Terms of Service; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Service, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the App and Service in a manner designed to protect our rights and property and to facilitate the proper functioning of the App. In the event a violation is observed and appropriate action is necessary the User who is found to be in violation will be notified via email at the email address linked to your account and a SMS/text message will be sent to the phone number attached to your account.

We have the right to reasonably cooperate with any law enforcement authorities or court order, as required by law or regulations, requesting or directing us to disclose the identity or other information of anyone using the Service or App. YOU WAIVE AND WILL HOLD US HARMLESS FROM ANY CLAIMS RESULTING FROM ANY REASONABLE ACTION TAKEN BY US DURING OR AS A RESULT OF SUCH INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY SUCH LAW ENFORCEMENT AUTHORITIES OR AGENCIES.

Section 14. MODIFICATIONS TO THE APP AND SERVICE: We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion with or without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site with or without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site. If major modifications are made to the App and Services the Users will receive a notification that the App and/or Services have been updated the next time they visit the App and/or Services websites after the update has been completed.

Section 15. DISCLAIMER OF WARRANTIES: THE APP AND SERVICE ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE APP OR YOUR USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE APP'S CONTENT OR THE SERVICE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE APP OR SERVICE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL DATA STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE APP, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE APP OR SERVICE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE APP. YOU ACKNOWLEDGE THAT COMPUTER AND TELECOMMUNICATIONS SYSTEMS ARE NOT FAULT-FREE AND OCCASIONAL PERIODS OF DOWNTIME OCCUR. WE DO NOT GUARANTEE THAT ALL FUNCTIONS OF THE SERVICE OR APP WILL ALWAYS BE AVAILABLE, WILL PERFORM AS EXPECTED, OR WILL BE ERROR-FREE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM US, ONE OF OUR REPRESENTATIVES OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

THE FOREGOING EXCLUSIONS OF IMPLIED WARRANTIES DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW. PLEASE REFER TO YOUR LOCAL LAWS FOR ANY SUCH PROHIBITIONS.

The Users will be notified following The Office of the National Coordinator for Health Information Technology (ONC) guidelines. In the event of, ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL DATA STORED THEREIN, AND/OR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE APP OR SERVICE BY ANY THIRD PARTY, at the email address and phone number linked to your account.

Section 16. LIMITATIONS ON LIABILITY: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE OR OUR AFFILIATES, OR ANY OF 'OUR OR OUR AFFILIATES' RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY FOR LOST PROFITS, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION OR CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THESE TERMS OF SERVICE, THE APP, THE CONTENT OR SERVICE.

OUR AGGREGATE LIABILITY ARISING OUT OR RELATING TO THESE TERMS OF SERVICE, THE SERVICE OR APP WILL NOT EXCEED THE GREATER OF \$100 OR THE AMOUNT ACTUALLY PAID BY YOU FOR THE SERVICE.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR YOU WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

Section 17. INDEMNIFICATION: You agree to indemnify, defend and hold harmless Company and its officers, directors, employees, agents, affiliates, successors and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to (a) your use or misuse of the App and/or Service; (b) your breach of the Terms of Service; (c) your violation of any applicable law or any rights of any third party; or (d). any content you submit or make available through the App or Service.

Section 18. ELECTRONIC COMMUNICATIONS: Visiting the App and Service, sending us emails, and completing online forms constitute electronic communications. As such, if you gave us your email address or phone number in connection with your use of the Service or App, then you consent to receive electronic communications and to receive notices, disclosures, and other communications we provide to you electronically via email or SMS (text message), including to verify your identity before registering your mobile phone numbers. We may also send you notifications by other means (for example by in-product messages). Data or messaging rates may apply if you receive notifications via SMS.

Section 19. GOVERNING LAW: These Terms of Service are governed by the laws of the state of Georgia without regard to conflict of law provisions. To the extent the provisions in the section titled Dispute Resolution do not apply, you consent to the exclusive jurisdiction of the state and federal courts located in Athens-Clarke County, Georgia.

Section 20. DISPUTE RESOLUTION: PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND HOW CLAIMS THAT YOU AND COMPANY HAVE AGAINST EACH OTHER ARE RESOLVED. THIS SECTION IS A "WRITTEN AGREEMENT TO ARBITRATE" PURSUANT TO THE FEDERAL ARBITRATION ACT, AND YOU AND COMPANY AGREE THAT WE INTEND THIS SECTION TO SATISFY THE "WRITING" REQUIREMENT OF THE FEDERAL ARBITRATION ACT.

We believe that arbitration is a faster, more convenient, and less expensive way to resolve any disputes or disagreements that we may have. Therefore, pursuant to these Terms of Service, if you have any past, present, or future dispute or disagreement with us regarding (i) your use of or interaction with the Service, (ii) any transactions or relationships with us or (iii) any data or information you may provide to us or that we may gather in connection with such use, interaction, or transaction (collectively, "HWS Transactions or Relationships"), you will not have the right to pursue a claim in court or have a jury decide the claim and you will not have the right to bring or participate in any class action or similar proceeding in court or in arbitration. By using or interacting with the Service or engaging in any other HWS Transactions or Relationships with us, you agree to binding arbitration as provided below.

We will make every reasonable effort to informally resolve any complaints, disputes, or disagreements that you may have with us. If those efforts fail, by using the Service, you agree that any complaint, dispute, or disagreement you may have against us, and any claim that we may have against you, arising out of, relating to, or connected in any way with these Terms or Service (including the Privacy Policy), or any HWS Transactions or Relationships will be resolved exclusively by final and binding arbitration ("Arbitration") administered by JAMS or its successor ("JAMS") and conducted in accordance with the JAMS Streamlined Arbitration Rules And Procedures in effect at the time the Arbitration is initiated or, if the amount in controversy exceeds \$100,000, in accordance with the JAMS Comprehensive Arbitration Rules And Procedures then in effect (respectively, the "Applicable Rules"). The Applicable Rules can be found at www.jamsadr.com. If JAMS is no longer in existence, the Arbitration will be administered by the American Arbitration Association or its successor (the "AAA") instead and conducted in accordance with the AAA Commercial Arbitration Rules in effect at that time (which will be the "Applicable Rules" in such circumstances). If JAMS (or, if applicable, AAA) at the time the arbitration is filed has Minimum Standards of Procedural Fairness for Consumer Arbitrations in effect which would be applicable to the matter in dispute, we agree to provide the benefit of such Minimum Standards to you to the extent they are more favorable than the comparable arbitration provisions set forth in this Section, provided, however, that in no event may such Minimum Standards contravene or restrict the application of subpart (e) or (h) below.

You further agree that:

(a) The Arbitrator, and not any federal, state, or local court or agency, has the exclusive authority to resolve any dispute arising under or relating to the validity, interpretation, applicability, enforceability, or formation of these Terms of Service and the arbitration provisions in this Section, including but not limited to any claim that all or any part of these Terms of Service is void or voidable;

(b) The Arbitration will be held either by telephone or by written submission: (i) at a location determined by JAMS (or, if applicable, AAA) pursuant to the Applicable Rules (provided that such location is reasonably convenient for you and does not require travel in excess of 100 miles from your home or place of business); or (ii) at such other location as may be mutually agreed upon by you and Company; or (iii) at your election, if the only claims in the arbitration are asserted by you and are for less than \$10,000 in aggregate;

(c) The Arbitrator (i) will apply internal laws of the State of Georgia consistent with the Federal Arbitration Act and applicable statutes of limitations, or, to the extent that federal law prevails, will apply the law of the U.S., irrespective of any conflict of law principles; (ii) will entertain any motion to dismiss, motion to strike, motion for judgment on the pleadings, motion for complete or partial summary judgment, motion for summary adjudication, or any other dispositive motion consistent with the laws of the State of Georgia or federal rules of procedure, as applicable; (iii) will honor claims of privilege recognized at law; and (iv) will have authority to award any form of legal or equitable relief;

(d) The Arbitration can resolve only your and our individual claims, and the Arbitrator will have no authority to entertain or arbitrate any claims on a class or representative basis, or to consolidate or join the claims of other persons or parties who may be similarly situated;

(e) The Arbitrator will issue a written award supported by a statement of decision setting forth the Arbitrator's complete determination of the dispute and the factual findings and legal conclusions relevant to it (an "Award"). Judgment upon the Award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets;

(f) If you demonstrate that the costs of Arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of your filing and hearing fees in connection with the Arbitration as the Arbitrator deems necessary to prevent the arbitration from being cost-prohibitive, regardless of the outcome of the Arbitration, unless the Arbitrator determines that your claim(s) were frivolous or asserted in bad faith. If the Arbitrator awards you an Award greater than our last written settlement offer, we will reimburse your reasonable and actual out-of-pocket attorneys' fees associated with the Arbitration, and, in any case, we will bear our own attorneys' fees;

(g) With the exception of the subsection (d) above, if any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal or otherwise conflicts with the Applicable Rules, then the balance of this arbitration provision will remain in effect and will be construed in accordance with its terms as if the invalid, unenforceable, illegal, or conflicting provision were not contained herein. If, however, "No Class Relief" is found to be invalid, unenforceable, or illegal, then the entirety of this arbitration provision will be null and void, and neither you nor Company will be entitled to arbitrate their dispute, and must instead bring any claims in a court of competent jurisdiction;

(h) Notwithstanding the foregoing arbitration provisions, at your option, you may bring any claim you have against us in your local small claims court within the U.S., if your claim is within such court's jurisdictional limit; provided that such court does not have the authority to entertain any claims on a class or representative basis or to consolidate or join the claims of other persons or parties who may be similarly situated in such proceeding;

(i) You may opt out of this agreement to arbitrate. If you do so, neither you nor we can require the other to participate in an arbitration proceeding. To opt out, you must notify us in writing within 30 days of the date that you first became subject to this arbitration provision, and must include your name and residence address, the email address you use for your account (if you have one), and a clear statement that you want to opt out of this arbitration agreement. Any requests to opt out must be sent to: [\[Privacy@healthwealthsafe.com\]](mailto:Privacy@healthwealthsafe.com); and

(j) Notwithstanding the foregoing, we or you may submit any dispute, cause of action, claim, or controversy relating to our or your intellectual property (such as trademarks, trade dress, domain names, trade secrets, copyrights, and other patents) to any court of competent jurisdiction.

Section 21. **DIGITAL MILLENNIUM COPYRIGHT ACT ("DMCA") NOTICE:** In operating the Service, we may act as a "services provider" (as defined by DMCA) and offer services as online provider of materials and links to third-party web sites. As a result, third-party materials that we do not own or control may be transmitted, stored, accessed, or otherwise made available using the Service. Company has in place certain legally mandated procedures regarding allegations of copyright infringement occurring on the Service. Company has adopted a policy that provides for the immediate removal of any content or the suspension of any user that is found to have infringed on the rights of Company or of a third party, or that has otherwise violated any intellectual property laws or regulations, or any of the terms and conditions of these Terms of Service. If you believe any material available via the Service infringes a copyright, you should notify us using the notice procedure for claimed infringement under the DMCA (17 U.S.C. Sect. 512(c)(2)). We will respond expeditiously to remove or disable access to the material claimed to be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the material. Our designated agent (i.e., proper

party for notice) to whom you should address infringement notices under the DMCA is Privacy@healthwealthe.com.

Please provide the following notice:

1. Identify the copyrighted work or other intellectual property that you claim has been infringed;
2. Identify the material on the Service that you claim is infringing, with enough detail so that we may locate it on the Service;
3. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
4. A statement by you declaring under penalty of perjury that (a) the above information in your notice is accurate, and (b) that you are the owner of the copyright interest involved or that you are authorized to act on behalf of that owner;
5. Your address, telephone number, and email address; and
6. Your physical or electronic signature.

We may give notice to our users of any infringement notice by means of a general notice on the Service, electronic mail to a user's e-mail address in our records, or by written communication sent by first-class mail to a user's physical address in our records. If you receive such an infringement notice, you may provide counter-notification in writing to the designated agent that includes the information below. To be effective, the counter-notification must be a written communication that includes the following:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a Federal District Court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which we may be found, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

Section 22. APPLE DISCLAIMER. The following applies to any part of the Service you acquire from an electronic store branded, owned, or controlled by Apple or any affiliate of Apple ("App Store-Sourced Software"):

You acknowledge and agree that these Terms of Service are solely between you and Company, not Apple, and that Apple has no responsibility for the App Store-Sourced Software or content thereof. Your use of the App Store-Sourced Software must comply with the [App Store Terms of Service](#). You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store-Sourced Software. In the event of any failure of the App Store-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms of Service and any law applicable to Company as provider of the software. You acknowledge that Apple is not responsible for addressing any claims from you or any third party relating to the App Store-Sourced Software or your possession and/or use of the App Store-Sourced

Software, including, but not limited to: (a) product liability claims; (b) any claim that the App Store-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation; and all such claims are governed solely by these Terms of Service and any law applicable to Company as provider of the software. You acknowledge that, in the event of any third-party claim that the App Store-Sourced Software or your possession and use of that App Store-Sourced Software infringes that third party's intellectual property rights, Apple will not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. You and Company acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms of Service against you as a third-party beneficiary thereof as relates to your license of the App Store-Sourced Software, and that, upon your acceptance of the terms and conditions of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service as it relates to your license of the App Store-Sourced Software.

Section 23. MISCELLANEOUS: These Terms of Service, the Privacy Policy, and any policies or operating rules posted by us on the App or in respect to the App constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Service operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Service is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Service and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Service, use of the Services or the App. You agree that these Terms of Service will not be construed against us by virtue of having drafted them.

Section 24. CONTACT US: In order to resolve a complaint regarding Company's Service or to receive further information regarding use of Company's Service, please contact us at:

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