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Terms of Use

This is a legal agreement (“Agreement”) that sets forth the terms and conditions that apply to your access to and use of the Internet Web sites located at www.pushforwellness.com and my.pushforwellness.com (collectively, the “Site”), as owned and operated by PUSH Wellness Solutions LLC (“PUSH Wellness”), a Delaware limited liability company. By registering for, logging in to, or using the Site you agree to be bound by the terms and conditions of this Agreement and PUSH Wellness’ Privacy and Security Policy located on the PUSH Wellness website (the “Privacy and Security Policy”), as it may be amended from time to time in the future (see “Modifications” below).

Accepting the Terms

By using the information, tools, features and functionality located on the Site (together the “Service”), you agree to be bound by this Agreement, whether you are a “Visitor” (which means that you simply browse the Site) or you are a “Member” (which means that you have registered with the Site). The term “you” or “User” refers to a Visitor or a Member. The term “we” refers to PUSH Wellness. If you wish to become a Member and make use of the Service, you must read this Agreement and indicate your acceptance during the registration process.

You may not use the Service and you may not accept this Agreement if you are not of a legal age to form a binding contract with PUSH Wellness. If you accept this Agreement, you represent that you have the capacity to be bound by it or if you are acting on behalf of a company or entity that you have the authority to bind such entity. Before you continue, you should print or save a local copy of this Agreement for your records.

Your use of a particular section or functionality of the Site or a particular component of the Service may also be subject to additional terms, as set forth in such section or provided in connection with such functionality or component (“Additional Terms”). In the event that this Agreement conflicts with any Additional Terms, the Additional Terms shall control, but only with respect to the particular section or functionality of the Site or component of the Service to which such Additional Terms pertain.

Privacy and your Personal Information

For information about PUSH Wellness' data protection practices, please read the Privacy and Security Policy, which is hereby incorporated into this Agreement. The Privacy and Security Policy explains how PUSH Wellness treats your personal information provided through the Site and uses that information in connection with the Service. The Privacy and Security Policy may be updated at our discretion. Changes will be effective upon posting to the Site.

Description of the Service

The Service is a wellness incentive management service that allows Members to set wellness goals, track their progress, and monitor their financial incentive status on the Site. Based on such information, the Service may also present information relating to third-party products or services (“PUSH Wellness Resources”).



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The Service is provided to you by PUSH Wellness as part of the wellness plan offered by your employer. It is not intended to replace visits with any health care provider (see “Not a Replacement for Your Health Care Provider(s)” below).

Health Information from Third Parties

With the Service, Members may have occasion to retrieve their own health information (“Health Information”) from third-party health care providers and share it with PUSH Wellness. PUSH Wellness makes no effort to review the Health Information for any purpose, including but not limited to accuracy, legality or non-infringement, and is not responsible for the accuracy or currency of such data. PUSH Wellness is not responsible for the products and services offered by third-party health care providers or on third-party sites.

PUSH Wellness cannot always foresee or anticipate technical or other difficulties which may result in failure to obtain data or loss of data, personalization settings or other service interruptions. PUSH Wellness assumes no responsibility for, and is not liable for any failure relating to, the timeliness, accuracy, deletion, delivery or storage of any Health Information, user data, communications or personalization settings, or other information stored, used or made available in connection with the Service.

When displayed through the Service, Health Information is only as fresh as the time shown, which reflects when the information is obtained from Members or third-party health care providers.

PUSH Wellness Resources and Third-Party Links

Some parts of the Service are supported by sponsored links from advertisers and display PUSH Wellness Resources that may be custom matched to you based on information stored in the Service, queries made through the Service or other information.

In connection with PUSH Wellness Resources, PUSH Wellness may provide links to external websites that we do not control or supervise. These external websites may be secure or unsecure. We do not endorse or monitor external websites and we are not responsible for the privacy practices or content of those other sites. Your use of external sites is subject to each of those sites' terms of use and privacy policies. You use these external websites at your own risk, and PUSH Wellness has no liability for any damages incurred by you as a result of your use of these websites or the information you receive from or submit to these websites. PUSH Wellness does not represent, warrant or guarantee that products or service terms offered by any particular advertiser or other third party on PUSH Wellness are actually the terms that may be offered to you if utilize the resource or that they are the best products or services available in the market.

Your Use of the Site and Service

Your right to access and use the Site and the Service is personal to you and is not transferable by you to any other person or entity. You are only entitled to access and use the Site for lawful purposes.



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Accurate records enable PUSH Wellness to provide the Service to you. You must provide true, accurate, current and complete information about yourself and your medical history, and you may not misrepresent your Registration/Activation Information. In order for the Service to function effectively, you must also keep your Registration/Activation Information up to date and accurate. If you do not do this, the accuracy and effectiveness of the Service will be affected. Your access and use of the Site may be interrupted from time to time, including, without limitation, due to the malfunction of equipment, periodic updating, maintenance or repair of the Site or other actions that PUSH Wellness, in its sole discretion, may elect to take.

The Site may periodically include new and/or updated pre-release features (“Pre-Launch Preview” features) in the Service for your use and which permit you to provide feedback. You understand and agree that your use of Pre-Launch Preview features is voluntary and PUSH Wellness is not obligated to provide you with any Pre-Launch Preview features. Furthermore, if you decide to use the Pre-Launch Preview features you agree to abide by any rules or restrictions that PUSH Wellness may place on them. You understand that once you use the Pre-Launch Preview features, you may be unable to revert back to the earlier version of the same or similar feature. Additionally, if such reversion is possible, you may not be able to return or restore data created within the Pre-Launch Preview feature back to the earlier version. The Pre-Launch Preview features are provided on an “as is” basis and may contain errors or inaccuracies that could cause failures, corruption or loss of data and/or information from the Service or any connected device. You acknowledge and agree that all use of the Pre-Launch Preview features is at your sole risk.

You agree that PUSH Wellness may use any feedback, suggestions, or ideas that you provide (collectively, “Feedback”) in any way, including in future modifications of the Service, other products or services, advertising or marketing materials. You grant PUSH Wellness a perpetual, worldwide, fully transferable, sublicensable, irrevocable, fully paid-up, royalty-free license to use the Feedback you provide to PUSH Wellness in any way. PUSH Wellness will not sell, publish or share your Feedback in a way that could identify you without your explicit permission.

Online and Mobile Alerts

PUSH Wellness may from time to time provide automatic alerts and voluntary account-related alerts.

Automatic alerts may be sent to you following certain changes made online to your PUSH Wellness account, such as a change in your Registration/Activation Information.

Voluntary account alerts may be turned on by default as part of the Service. They may then be customized, deactivated or reactivated by you. These alerts allow you to choose alert messages for your accounts. PUSH Wellness may add new alerts from time to time, or cease to provide certain alerts at any time upon its sole discretion. Each alert has different options available, and you may be asked to select from among these options upon activation of your alerts service. Electronic alerts will be sent to the email address listed as your primary email address for the Site. If your email address changes, you are responsible for informing us of that change. In the future, you may also choose to have alerts sent to a mobile device that accepts text messages if



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this feature is available. Changes to your email address or mobile number will apply to all of your alerts.

Because alerts are not encrypted, we will never include your password. However, alerts may include your login ID and some information about your account. Depending upon which alerts you select, information such as your incentive status or the date for your wellness assessment may be included. Anyone with access to your email will be able to view the content of these alerts. At any time you may disable future alerts.

Rights You Grant to Us

By submitting information, data, materials and other content to PUSH Wellness through the Service, you irrevocably grant to PUSH Wellness, its affiliates, and their designees and sublicensees permission and license to use such content for the purpose of providing the Service including, without limitation, the rights to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, prepare derivative works based upon, and reformat the content. By submitting this content to PUSH Wellness, you represent that (i) you are entitled to submit it to PUSH Wellness for this purpose, and you have all rights necessary to grant the foregoing license rights, without any obligation by PUSH Wellness to pay any fees or other limitations and (ii) the use, copying, distribution, transmission, public display, public performance, reproduction, editing, translation and reformatting of, and the preparation of derivative works based upon, the content by PUSH Wellness, its affiliates, and their designees and sublicensees will not infringe or misappropriate any intellectual property or other proprietary right of any third party.

Information Collected From Users

PUSH Wellness may gather data on usage of the Site, such as how many people visit the Site, the sections they visit, what time they visit, how long they stay, etc. Please know that Site visitor data is collected on an aggregate, anonymous basis. That means that no personal information is associated with this data. Visit the Privacy and Security Policy for more information on our commitment to protect information provided through the Site.

Privacy and Security Policy

The Privacy and Security Policy, as it may change from time to time, is part of this Agreement and is incorporated into this Agreement by this reference.

PUSH Wellness' Intellectual Property Rights

The contents of the Site, including its "look and feel" (e.g., text, graphics, images, logos and button icons), photographs, editorial content, notices, software (including html-based computer programs) and other material are protected under both United States and other applicable copyright, trademark and other laws. The contents of the Site belong or are licensed to PUSH Wellness or its software or content suppliers.

PUSH Wellness grants you a limited right to view and use the Site for your personal, internal and noncommercial use only and subject to the terms of this Agreement. You may download or



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print a copy of information provided on the Site for your personal, internal and non-commercial use only. Any distribution, reprint or electronic reproduction of any content from the Site in whole or in part for any other purpose is expressly prohibited without our prior written consent. Without limiting the foregoing, you may not (i) make any derivative use of the Site or its contents, (ii) frame or utilize framing techniques to enclose any trademark, logo, or other Site content without express written consent of PUSH Wellness, or (iii) use any meta tags or other "hidden text" utilizing the name or trademarks of PUSH Wellness without the express written consent of PUSH Wellness.

Security, Access and Interference

PUSH Wellness employs certain security procedures and processes to protect the Site. However, there are risks associated with using the Internet, including, without limitation, the failure of hardware, software and/or Internet connections. PUSH Wellness is not responsible for any failures, distortions, delays, or other problems resulting from equipment configuration, connection, signal power, hardware, software or any equipment used to access the Internet. Please use your own best judgment sending information via the Internet.

You may not use any device or computer program in order to interfere or attempt to interfere with the proper operation of the Site. You may not take any action that imposes an unreasonable load on the systems supporting the Site. You may not submit false information when registering with or accessing the Site, nor may you share your password or log in, or attempt to log in, with the LoginID of another person. You acknowledge that PUSH Wellness has the right, in its sole discretion to terminate your access to the Site, which may include the blocking of your IP (Internet Protocol) from accessing the Site, without liability to you or any third party, if you violate any term of this Agreement, violate the rights of PUSH Wellness or its licensors, interfere with any other user's access or use of the Site, or if PUSH Wellness decides that your use is otherwise detrimental to PUSH Wellness, the Site or PUSH Wellness' suppliers or licensors.

You agree that you will not:

- Use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Site or any portion of the Site, without PUSH Wellness' express written consent, which may be withheld in PUSH Wellness' sole discretion;
- Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Site, other than the search engines and search agents available through the Service and other than generally available third-party web browsers (such as Microsoft Explorer);
- Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Site or the Service; or
- Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software or algorithms comprising or in any way making up a part of the Site or the Service.



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Disclaimer of Representations and Warranties

THE CONTENT AND ALL SERVICES AND PRODUCTS ASSOCIATED WITH THE SITE OR PROVIDED THROUGH THE SERVICE (WHETHER OR NOT SPONSORED) ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS. PUSH WELLNESS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE CONTENT OR OPERATION OF THE SITE OR OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK.

WITHOUT LIMITING THE FOREGOING, PUSH WELLNESS MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONTENT ON THE SITE OR OF THE SERVICE (WHETHER OR NOT SPONSORED). IN ADDITION, PUSH WELLNESS MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT THE CONTENT THAT MAY BE AVAILABLE THROUGH THE SERVICE IS FREE OF INFECTION FROM ANY VIRUSES OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, SURREPTITIOUSLY INTERCEPT OR EXPROPRIATE ANY SYSTEM, DATA OR PERSONAL INFORMATION.

Alert Disclaimer

You understand and agree that any alerts provided to you through the Service may be delayed or prevented by a variety of factors. PUSH Wellness does its best to provide alerts in a timely manner with accurate information. However, we neither guarantee the delivery nor the accuracy of the content of any alert. You also agree that PUSH Wellness shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

Limitations on PUSH Wellness' Liability

YOUR USE OF THE SITE AND THE SERVICE IS AT YOUR OWN RISK. PUSH WELLNESS SHALL IN NO EVENT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES, ARISING IN WHOLE OR IN PART FROM YOUR ACCESS TO OR USE OF THE SITE, YOUR USE OF THE SERVICE OR INFORMATION PROVIDED BY OR THROUGH THE SERVICE, OR THIS AGREEMENT, EVEN IF PUSH WELLNESS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL PUSH WELLNESS' LIABILITY TO YOU FOR ANY CAUSE WHATEVER AND REGARDLESS OF THE FORM OF THE ACTION, IN THE AGGREGATE, EXCEED \$500.00 (FIVE HUNDRED UNITED STATES DOLLARS).



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Your Indemnification of PUSH Wellness

You shall defend, indemnify and hold harmless PUSH Wellness and its officers, directors, members, managers and employees, from and against all claims and expenses, including but not limited to attorneys fees, in whole or in part arising out of or attributable to your use of the Site or the Service, any information, software, products or materials obtained through the Site or the Service, or any breach of this Agreement by you.

Ending your relationship with PUSH Wellness

This Agreement will continue to apply until terminated by either you or PUSH Wellness as set out below. If you want to terminate your legal agreement with PUSH Wellness, you may do so by closing/deactivating your account for the Service.

PUSH Wellness may at any time, terminate its legal agreement with you:

- a) if you have breached any provision of this Agreement (or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of this Agreement);
- b) if PUSH Wellness in its sole discretion believes it is required to do so by law (for example, where the provision of the Service to you is, or becomes, unlawful); or
- c) immediately upon notice, to the email address provided by you as part of your Registration/Activation Information.

Modifications

PUSH Wellness may modify this Agreement from time to time without notice. Any and all changes to this Agreement will be posted on the Site. In addition, the Agreement will always indicate the date it was last revised. You are deemed to accept and agree to be bound by any changes to the Agreement when you use the Service after those changes are posted.

Governing Law and Forum for Disputes

This Agreement, and your relationship with PUSH Wellness under this Agreement, shall be governed by the laws of the State of Illinois without regard to its conflict or choice of laws provisions. Any dispute with PUSH Wellness, or its officers, directors, members, managers, employees, agents or affiliates arising under or in relation to this Agreement shall be resolved exclusively by a state or federal court located within the county of Cook, Illinois and, if permitted by the Illinois Supreme Court Rules, must be brought as a small claims action in the Circuit Court of Cook County, except with respect to imminent harm requiring temporary or preliminary injunctive relief in which case PUSH Wellness may seek such relief in any court with jurisdiction over the parties. You irrevocably consent to the exclusive jurisdiction of such courts. You understand that, in return for agreement to this provision, PUSH Wellness is able to offer the Service at the terms designated and that your assent to this provision is an indispensable consideration to this Agreement.

You also acknowledge and agree that, with respect to any dispute with PUSH Wellness, its officers, directors, employees, members, managers, agents or affiliates arising out of or relating



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to your use of the Site or the Service or this Agreement, to the maximum extent permitted by applicable law:

- YOU WAIVE YOUR RIGHT TO HAVE A TRIAL BY JURY; and
- YOU WAIVE YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE.

Miscellaneous

If any portion of this Agreement is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, this Agreement as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of this Agreement that is unlawful, void or unenforceable shall be stricken from this Agreement.

You agree that if PUSH Wellness does not exercise or enforce any legal right or remedy which is contained in the Agreement (or which PUSH Wellness has the benefit of under any applicable law), this will not be taken to be a formal waiver of PUSH Wellness' rights and that those rights or remedies will still be available to PUSH Wellness.

All covenants, agreements, representations and warranties made in this Agreement shall survive your acceptance of this Agreement and the termination of this Agreement.

This Agreement represents the entire understanding and agreement between you and PUSH Wellness regarding the subject matter of the same, and supersedes all other previous agreements.

BY USING THE SITE OR THE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS OF USE, AND THAT YOU EXPRESSLY AGREE TO BE BOUND BY THEM. IF YOU ARE DISSATISFIED WITH ANY ASPECT OF THE SITE OR THE SERVICE OR WITH ANY TERM OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE AND THE SERVICE.