

TERMS OF USE

EFFECTIVE DATE: March 13, 2019

Welcome to HintMD

HintMD allows doctors and patients to actively engage with each other about patient treatments. If you are a patient referred to us by your doctor, you will be able to use HintMD to view and track your scheduled treatments, make payments and see the records of your visits. HintMD does not provide medical advice and is not a referral service.

These are the terms that explain how you can use our Services. They form a legal agreement between you and us. This section summarizes the terms, but you need to read through the entire document.

When you use our Services:

- You can access the Services online or via our mobile app
- We have a Privacy Policy [you can read here](#)
- There are certain parts of our Services that can only be accessed and used by patients with accounts established by doctors that use our Services
- There are rules that limit our liability for how our Services are used

Legal Agreement

These terms of use (“**Terms of Use**”) set out the terms under which you are allowed to use, and under which Hint, Inc. (“**HintMD**,” “**we**,” “**us**,” or “**our**”) will provide the HintMD mobile application(s), service(s) and website(s) (each a “**Service**” and together, the “**Services**”).

This is a legal agreement, so please read it carefully. By accessing or using any part of our Services, you are agreeing to follow and be bound by our Terms of Use. If you do not agree to all of the Terms of Use, you may not access or use any part of our Services.

HintMD reserves the right to make unilateral modifications to these Terms of Use at any time, without your consent, and you agree that we may do so. HintMD will send notice of material modifications to your email address on file with us. These revisions will also be posted here and on our Services, so please check back often for updates. Revisions will take effect when posted unless stated otherwise.

PLEASE READ THESE TERMS OF USE CAREFULLY TO ENSURE YOU UNDERSTAND EACH PROVISION. THESE TERMS OF USE CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. YOU HAVE THE RIGHT TO OPT OUT OF THE BINDING ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION AS DESCRIBED IN THE SECTION BELOW ENTITLED “DISPUTES.”

Use of the Services

Subject to your agreeing to comply and actually complying with these Terms of Use, HintMD grants you permission to access and use the Services. This permission will automatically end if you violate the Terms of Use, and HintMD may withdraw or end this permission, in whole or in part, at any time and for any reason.

You are solely responsible for your interaction with your doctor(s), whether online or offline. You agree that HintMD is not responsible or liable for the conduct of any doctor or patient.

You agree that you are responsible for all data, telecommunications and/or other third-party charges you incur to use the Service.

User Accounts/Passwords

If you have an account with our Services, you agree to be entirely responsible for safeguarding and maintaining the confidentiality of the username and password you use to access your account and our Services. You authorize HintMD to assume that any person using our Services with your username and password either is you or is authorized to act for you. You agree to notify us immediately if you suspect or become aware of any unauthorized use of your account or password.

Health Information Privacy

The data regarding your treatments that you can access via our Services has been provided to us by your doctor. Our treatment of that data is subject to our Privacy Policy, the Health Insurance Portability and Accountability Act (“**HIPAA**”), a Business Associates Agreement between us and your doctor, and other applicable law. Our Privacy Policy, including more information about HIPAA, [can be found here](#).

Ownership of HintMD Services and Content

Notwithstanding anything to the contrary in these Terms of Use, you agree that HintMD and its suppliers have and will retain all rights, title and interests (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Services, including content owned or licensed by HintMD, HintMD trademarks and HintMD service marks (collectively, the “**Services IP**”), and all copies, modifications and derivative works of the Services IP. You acknowledge and agree that you are obtaining only a limited right to use the Services IP, and that irrespective of any use of the words “purchase”, “sale” or like terms in these Terms of Use or elsewhere, no ownership rights are being conveyed to you under these Terms of Use or otherwise. Nothing contained in these Terms of Use or elsewhere in the Services should be understood as granting you a license to use any of the trademarks, service marks, or logos owned by HintMD or by any third party.

Restrictions on Your Use of the Services

You must be at least 17 years old to use any of the Services.

You agree **NOT** to do any of the following:

- solicit, collect or use the login credentials of other Service users
- remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in the Services

- reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit the Services IP
- use the Services as an emergency aid, a means of obtaining or providing emergency services, or a means for delivering or receiving medical treatment or medical or health services
- share health information using the Services
- use the Service for any illegal or unauthorized purpose
- frame or link to the Services except as permitted in writing by HintMD
- attempt to reverse engineer or attempt to interfere with the operation of any part of the Services unless expressly permitted by law
- download, reproduce, duplicate, copy, sell, resell, use or otherwise exploit any of the Services for any commercial purpose without express written permission from HintMD
- change, modify, adapt or alter the Services, or change, modify or alter another website so as to falsely imply that it is associated with the Services or HintMD
- interfere with or disrupt the Services or servers or networks connected to the Services, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature
- alter or interfere with the way any Service page is rendered or displayed in a user's browser or device
- create accounts with the Services through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper
- crawl, scrape, cache or otherwise access any content on the Services via automated means, except as may be the result of standard search engine protocols or with HintMD's express written consent
- attempt to restrict another user from using or enjoying the Services
- violate the Terms of Use or any other HintMD terms
- encourage or facilitate violations of these Terms of Use or any other HintMD terms by a third party

If you violate any of these restrictions or any other of these Terms of Use, your right to use the Services terminates immediately and any further use of the Services by you constitutes an infringement of HintMD's ownership rights, including without limitation its copyrights and other intellectual property rights, in the Services.

Reservations of Rights

HintMD reserves all rights not expressly granted to you under these Terms of Use, including specifically, but with limitation, the rights to:

- modify or terminate the Service or your access to the Service without liability to you (if we terminate your access to the Service or if you deactivate your account, your data will no longer be accessible through your account but those materials and data may persist and appear within the Service)

- refuse access to the Service to you or anyone else for any reason at any time
- remove any content or data from our databases for any reason

HintMD may, but is under no obligation to, exercise any or all of its reserved rights for any reason, with or without notice, and at any time.

Privacy Policy

HintMD has a separate Privacy Policy that governs our collection and use of information from you. [You can access the Privacy Policy here.](#)

Disclaimers

HINTMD IS NOT A MEDICAL SERVICE OR A REFERRAL SERVICE. HINTMD DOES NOT PROVIDE MEDICAL ADVICE. HINTMD IS NOT AN AGENT OF ANY DOCTOR. HINTMD IS NOT RESPONSIBLE FOR SERVICES PROVIDED BY DOCTORS OR THEIR STAFF.

HINTMD SERVICES ARE PROVIDED “AS IS,” AS AVAILABLE, AND WITHOUT ANY WARRANTIES OR CONDITIONS (EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OR TRADE).

HINTMD DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. YOU AGREE NOT TO RELY ON THE SERVICES, OR ANY INFORMATION IN THE SERVICES, OR THEIR CONTINUATION. WE DISCLAIM ALL AND MAKE NO REPRESENTATIONS OR WARRANTIES, OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE QUALITY, IDENTITY OR RELIABILITY OF ANY USER CONTENT, OR THIRD-PARTY SERVICES, OR AS TO THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY CONTENT ACCESSIBLE VIA THE SERVICES.

SOME STATES AND JURISDICTIONS MAY NOT ALLOW FOR ALL THE FOREGOING LIMITATIONS ON IMPLIED WARRANTIES, SO TO THAT EXTENT, IF ANY, SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Although it is HintMD’s intention for the Service to be available as much as possible, there will be occasions when the Service may be interrupted, including, but not limited to, for emergency repairs and scheduled maintenance or upgrades.

In addition, your ability to use the Services is dependent on the functionality of the device you use to access the Services as well as the availability and coverage of wireless networks, telecommunications networks and the Internet, all of which involve facilities manufactured, owned and/or operated by third parties. HINTMD IS NOT RESPONSIBLE FOR THE OPERATION, AVAILABILITY OR FAILURE OF ANY THIRD-PARTY DEVICES, SYSTEMS OR FACILITIES, INCLUDING WITHOUT LIMITATION THOSE REQUIRED TO USE THE SERVICES.

Limitation of Liability

IN THE EVENT OF A DISPUTE BETWEEN YOU AND HINTMD: (I) NEITHER YOU NOR HINTMD, OUR AFFILIATES, OUR LICENSORS OR OUR THIRD-PARTY SERVICE PROVIDERS WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL,

INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITIES OR LOSS OF GOODWILL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) NEITHER PARTY'S LIABILITY TO THE OTHER WILL EXCEED USD \$1,000.

SOME STATES AND JURISDICTIONS MAY NOT ALLOW FOR ALL THE FOREGOING EXCLUSIONS AND LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO TO THAT EXTENT, IF ANY, SOME OR ALL OF THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

Not an Emergency System

HintMD Services are not designed to be or intended for use as an emergency aid, a means of obtaining or delivering emergency services, or a means for delivering or receiving medical treatment or medical or health services. The Services have not been tested or approved for such critical, high-risk uses and you agree not to use the Services for such purposes.

Release

You hereby release HintMD (and our affiliates, officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with a dispute between you and any third party, including without limitation your doctor or another user of our Services, whether it be at law or in equity.

YOU HEREBY WAIVE CALIFORNIA CIVIL CODE §1542 (AND ANY ANALOGOUS LAW IN ANY OTHER APPLICABLE JURISDICTION) WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

This release will not apply to a claim that HintMD failed to meet one of our obligations under these Terms of Use.

Disputes

Informal Dispute Resolution

Before filing any claim against HintMD or otherwise seeking relief in a court of law, you agree to first contact HintMD at hello@hintmd.com to inform us of your complaint and seek resolution. This notice of dispute must include: your name, pertinent account information, a brief description of your dispute, and contact information so that HintMD may evaluate the dispute and attempt to informally resolve it. HintMD will have 60 days from the date of your original complaint to informally resolve the dispute, which if successful will avoid the need for further action.

Mandatory Arbitration and Class Action/Jury Trial Waiver

In the unlikely event that HintMD has not been able to resolve a dispute it has with you within 60 days of your original informal claim, we each agree to resolve any Claim by binding arbitration before an arbitrator from the American Arbitration Association ("AAA") in the City

and County of San Francisco, California under the Consumer Arbitration Rules then in effect for AAA. You can find out more information about AAA and contact them at www.adr.org.

CLASS ACTION AND JURY TRIAL WAIVER

ALL CLAIMS MUST BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS OF USE, YOU AND HINTMD ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

RIGHT TO OPT-OUT OF ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER

ACTION IS REQUIRED TO PROTECT YOUR LEGAL RIGHT TO SUE HINTMD IN COURT OR TO PARTICIPATE IN ANY WAY IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. YOU MAY OPT OUT OF THE FOREGOING ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION OF THESE TERMS OF USE BY NOTIFYING HINTMD IN WRITING WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THESE TERMS OF USE OR YOUR FIRST USE OF THE SERVICES, WHICHEVER IS LATER. SUCH WRITTEN NOTIFICATION MUST BE SENT TO EITHER: HINT INC., 7901 STONERIDGE DRIVE, SUITE 150, PLEASANTON, CA 94588, ATTENTION: ARBITRATION OPT OUT, OR (II) hello@hintmd.com WITH THE SUBJECT HEADING: ARBITRATION OPT OUT. YOUR WRITTEN NOTIFICATION MUST INCLUDE: (1) YOUR NAME, (2) YOUR ADDRESS, (3) YOUR TELEPHONE NUMBER, (4) YOUR EMAIL ADDRESS, AND (5) A CLEAR STATEMENT INDICATING THAT YOU DO NOT WISH TO RESOLVE DISPUTES THROUGH ARBITRATION AND DEMONSTRATING COMPLIANCE WITH THE 30-DAY TIME LIMIT TO OPT-OUT OF THE ABOVE ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISIONS.

Miscellaneous Terms and Conditions

You are responsible for compliance with applicable local laws where you live or access the Services. HintMD will not be considered to have modified or waived any of our rights or remedies under these Terms of Use unless the modification or waiver is in writing and signed by an authorized representative of HintMD. Email exchanges may not result in a waiver or modification of these Terms of Use. No delay or omission by HintMD in exercising its rights or remedies will impair its rights or be construed as a waiver. Any single or partial exercise of a right or remedy will not preclude further exercise of any other right or remedy.

You will not transfer, assign or delegate your rights or obligations under these Terms of Use to anyone without the express written permission of HintMD, and any attempt to do so will be null and void. HintMD may assign these Terms of Use in its sole discretion.

The Services are controlled and operated from the United States. Those who access or use the Services from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations. You warrant that you are not prohibited from receiving US origin products, including services or software. You may not use or access the Services if you are a resident of a country embargoed by the United

States, or are a foreign person or entity blocked or denied by the United States government.

Neither of the parties to these Terms of Use will be responsible for the failure to perform or any delay in performance of any obligation hereunder due to labor disturbances, accidents, fires, floods, telecommunications or Internet failures, strikes, wars, riots, rebellions, blockades, acts of government, governmental requirements and regulations or restrictions imposed by law or any other similar conditions beyond the reasonable control of such party. The time for performance of such party will be extended by the period of such delay.

The paragraph headings in these Terms of Use are included for ease of reference only and have no binding effect. These Terms of Use and all documents referenced in these Terms of Use (including the Privacy Policy available by hyperlink above) comprise the entire agreement between you and HintMD with respect to the use of our Services, and supersede all prior agreements between the parties regarding such use, as well as any conflicting or inconsistent terms in any web sites that link to or are linked from the Services. If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of these Terms of Use, which will remain in full force and effect.