

# Koneksa Health, Inc.

## Terms of Use

Last Modified: March 18, 2019

### Acceptance of the Terms of Use

These terms of use are entered into by and between you and Koneksa Health, Inc. ("**Company**", "**we**", or "**us**"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "**Terms of Use**"), govern your access to and use of the Koneksa platform (the "**Platform**") found at [compare.koneksahealth.com](http://compare.koneksahealth.com), including any content, functionality, and services offered on or through [www.koneksahealth.com](http://www.koneksahealth.com) (the "**Website**"), whether as a guest or a user.

Please read the Terms of Use carefully before you start to use the Website, or before you access or use the Platform. **By using the Website or by logging into the Platform, you accept and agree to be bound and abide by these Terms of Use as well as our [Privacy Policy](#), incorporated herein by reference (the "Privacy Policy").** If you do not want to agree to these Terms of Use or the Privacy Policy, you agree not to access or use the Website or log into the Platform.

### **Children Under the Age of 18**

The Platform is not intended for users who are under eighteen (18) years of age without the prior consent of a parent or legal guardian. If you are under the age of 18, you represent that a parent or legal guardian also agrees to this section on your behalf. If you do not meet these requirements, you must not access or use the Platform.

### Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. We will provide notice, on this page, of any such changes, including the date they became effective. You may access this page at any time through the [Terms of Use link](#), which is also located at the bottom of each page of the Website. Your continued use of the Website and the Platform following the posting of revised Terms of Use means that you accept and agree to the changes.

### Accessing the Website and the Platform, Account Security

We reserve the right to withdraw or amend this Website or the Platform, and any service or material we provide on the Website or the Platform, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website or the Platform is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, the entire Website, some parts of the Platform, or the entire Platform, each to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Website and the Platform.
- Ensuring that all persons who access the Website and the Platform through your internet connection are aware of these Terms of Use and comply with them.

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

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you agree to treat such information as confidential, and you agree not to disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Platform or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion if, in our opinion, you have violated any provision of these Terms of Use or upon any breach of security related to your user name or password.

### **Intellectual Property Rights**

Except to the extent otherwise agreed to by the Company pursuant to a separate binding written agreement, the Website, the Platform and their entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

Except to the extent otherwise agreed to by the Company pursuant to a separate binding written agreement, you agree that you will not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website or the Platform, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.


Except to the extent otherwise agreed to by the Company pursuant to a separate binding written agreement, you agree not to:

- Make or modify copies of any materials from the Website or the Platform, including capturing screen images or videos of the Website or the Platform.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.

- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Website or the Platform.
- Access or use for any commercial purposes any part of the Website, the Platform or any services or materials available through the Website or the Platform.

If you breach this section of these Terms of Use, your right to use the Website and the Platform will stop immediately and you agree, at our option, to return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website, the Platform or any content on the Website or Platform is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website or the Platform not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

### **Trademarks**

The Company name, the terms Koneksa, Koneksa Health, Koneksa Compare,  and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You agree not to use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website and the Platform are the trademarks of their respective owners.

### **Prohibited Uses**

You may use the Website and the Platform only for lawful purposes and in accordance with these Terms of Use and any separate binding written agreement between the Company and you. You agree not to use the Website or the Platform:

- In any way that violates any applicable international, federal, state, provincial, local or other law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter", "spam", or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses, screen names, passwords, credentials or other identifying materials associated with any of the foregoing).
- To engage in any other conduct that may harm the Company or users of the Website or the Platform, or expose them to liability.

Additionally, you agree not to:

- Use the Website or the Platform in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website or the Platform,

including their ability to engage in real time activities through the Website or the Platform.

- Use any robot, spider, or other automatic device, process, or means to access the Website or the Platform for any purpose, including monitoring or copying any of the material on the Website or the Platform.
- Use any manual process to monitor or copy any of the material on the Website or the Platform or for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website or the Platform.
- Introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website or the Platform, the server on which the Website or the Platform is stored, or any server, computer, or database connected to the Website or the Platform.
- Attack the Website or the Platform via a denial-of-service attack or a distributed denial-of-service attack.
- Access, use or attempt to gain access to any login credentials, including user names, passwords or identifying materials that is not your own.
- Otherwise attempt to interfere with the proper working of the Website or the Platform.

### **Reliance on Information Posted**

The information presented on or through the Website (but not the Platform) is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

NOTHING IN THIS WEBSITE OR THE PLATFORM SHOULD BE CONSTRUED AS THE GIVING OF ADVICE OR THE MAKING OF A RECOMMENDATION REGARDING ANY DECISION OR ACTION RELATED TO YOUR HEALTH OR THE HEALTH OF OTHERS. IF YOU ARE A PATIENT, YOU SHOULD CONSULT WITH A DOCTOR OR OTHER QUALIFIED HEALTH CARE PROFESSIONAL REGARDING ANY QUESTIONS YOU MAY HAVE ABOUT YOUR HEALTH OR BEFORE MAKING ANY TREATMENT DECISIONS.

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

### **Changes to the Website**

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

### **Information About You and Your Visits to the Website and the Platform**

All information we collect on this Website and the Platform is subject to our Privacy Policy. By using the Website and the Platform, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

### **Links from the Website**

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

### **Geographic Restrictions**

The owner of the Website and the Platform is based in the state of New York in the United States. If you access the Website or the Platform from outside the United States, you are responsible for compliance with all applicable international, provincial, local and other like laws.

### **Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet, the Website or the Platform will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY AND ANYONE ASSOCIATED WITH THE COMPANY DISCLAIM ANY REPRESENTATION, WARRANTY OR GUARANTY, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO YOUR USE OF THE WEBSITE, THE PLATFORM, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE THEM, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY; QUALITY; RELIABILITY; ACCURACY; OF FITNESS FOR A PARTICULAR PURPOSE; ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS; OR TITLE. YOUR USE OF THE WEBSITE AND THE PLATFORM IS AT YOUR OWN RISK. THE WEBSITE, THE PLATFORM, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THEM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, OR THAT HAVE EXPRESSLY

BEEN PROVIDED TO YOU BY THE COMPANY UNDER A SEPARATE BINDING WRITTEN AGREEMENT COVERING EXACTLY THE SAME SUBJECT MATTER.

### **Limitation on Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, THE PLATFORM, ANY WEBSITES LINKED TO EITHER, ANY CONTENT ON THE WEBSITE, THE PLATFORM OR SUCH OTHER WEBSITES, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE AND GROSS NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, OR ANY LIABILITY THAT IS EXPRESSLY AGREED BY THE COMPANY TO BE COVERED UNDER A SEPARATE BINDING WRITTEN AGREEMENT WITH YOU COVERING EXACTLY THE SAME SUBJECT MATTER.

### **Indemnification**

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

### **Governing Law and Jurisdiction**

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

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use, the Website or the Platform shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York in each case located in the City of New York and County of New York although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant jurisdiction. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue

in such courts. The prevailing party in any action arising out of, or related to, these Terms of Use will be entitled to recover reasonable attorneys' fees and other costs.

### **Arbitration**

At Company's sole discretion, it may require you to submit any disputes arising from the use of these Terms of Use, the Website or the Platform, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying New York law. The prevailing party in any arbitration proceeding arising out of, or related to, these Terms of Use will be entitled to recover reasonable attorneys' fees and other costs.

### **Limitation on Time to File Claims**

YOU AGREE THAT ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE, THE WEBSITE OR THE PLATFORM MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

### **Waiver and Severability**

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

If any provision of these Terms of Use is illegal or unenforceable under applicable law or held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, the remainder of such provision shall be amended to achieve as closely as possible the effect of the original term, and all other provisions of these Terms of Use will continue in full force and effect.

### **Entire Agreement**

The Terms of Use, our Privacy Policy, our Mobile App End-User License Agreement if applicable, and any separate binding written agreement between the Company and you with respect to the Platform, constitute the sole and entire agreement between you and the Company regarding the Website and the Platform and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website and the Platform.

### **Your Comments and Concerns**

This website is operated by Koneksa Health, Inc., 222 Broadway, New York, NY 10038.

All feedback, comments, requests for technical support, and other communications relating to the Website or the Platform should be directed to: [hello\[at\]koneksahealth.com](mailto:hello[at]koneksahealth.com).