FAIR MARKET HEALTH TERMS AND CONDITIONS OF USE

These Fair Market Health LLC Terms and Conditions of Use ("Agreement") govern your use of our Services. You accept this Agreement by using the Services and are thereby contractually bound to and by these terms of service. This Agreement is effective as of the date you first access or use the Site or Services (the "Effective Date"). This Agreement applies whether you are a casual visitor to the Site or a patient who utilizes the Services to purchase medical services (a "Consumer"). You may not access the Services: (a) if you do not agree to these terms and conditions; (b) if you are our direct competitor; or (c) for purposes of monitoring their availability, performance, or functionality.

The Services and the Site are evolving and are continually under development. If you are dissatisfied with the Services in any way, we ask you to tell us by sending an email to support@fairmarkethealth.com. We may make changes to this Agreement from time to time. When these changes are made, we will make a new copy of the Agreement available to you through the Site. You are responsible for ensuring that you periodically visit our Site and this Agreement to check for any changes, and your use of the Services after the date on which the updated Agreement is made available to you through the Site constitutes your acceptance of the updated Agreement. If you disagree with changes to the Services or updates to the Agreement, your exclusive remedy is to stop visiting the Site or if you are a Consumer, to cancel your Account.

1. Definitions.

1.1. "Account" means the particular instance of the Site authorized for use by you and your Users (as applicable) under your specific login.

1.2. "Documentation" means the specifications and materials located at the Site about the Services.

1.3. "Services" means all services you order from us and made available by us via the Site and/or other locations designated by us.

1.4. "Site" means https://www.fairmarkethealth.com.

1.5. "We," "Us" or "Our" means Fair Market Health LLC.

1.6. "You" or "Your" means yourself individually or the company or other legal entity for which you are accepting this Agreement. As used in this Agreement, "you" or "your" may encompass casual browsers and Consumers, as applicable.

1.7. "User" means an authorized user of the Services.

1.8. "User Data" means all electronic data or information submitted by you and your Users (as applicable).

2. Disclosures/Healthcare Regulatory Information.

2.1. Information You Share. If you choose to post a review of Fair Market Health on the website, please note that your name and city/state will be published on the Fair Market Health site publicly. If you do not wish to have your real name published on the site, you should use a pseudonym for your username rather than your real name (i.e., use "57chevy" instead of "JosephBrown"). WE ARE NOT RESPONSIBLE FOR THE DISCLOSURE OR PUBLICATION OF ANY PRIVATE INFORMATION THAT YOU SHARE PUBLICLY ON THE SITE. We consider health information to be private information and recommend against disclosing your identity publicly on the Site. See Section 8, together with our Privacy Policy, for more information on our confidentiality obligations.

2.2. No Medical Advice. WE DO NOT PROVIDE MEDICAL ADVICE, NOR DO WE PROVIDE ANY GUIDANCE OR SUGGESTED TREATMENT FOR YOUR PARTICULAR SITUATION OR ANY OTHER FORM OF MEDICAL TREATMENT. We never recommend or endorse any specific tests, physicians, products, procedures, opinions, or other medical information. We have not verified the education, training, experience or credentials of any doctors or health care providers, nor have we evaluated the acceptability, health, or suitability of any patient for any particular procedure. Reliance on any information provided by the Site, whether you are a receiver or provider of healthcare services, is solely at your own risk. FMH simply offers a digital marketplace platform that allows healthcare providers to advertise and provide information about their services to potential patients. You should always seek the advice of a medical professional regarding your health and wellness. We are not responsible for any services provided/not provided by medical professionals who treat you as a result of the Site and Services or your use thereof. Because FMH is not a medical provider and does not engage in the practice of medicine or provide medical advice, FMH makes no representation or determination about the medical necessity of any healthcare services listed, purchased, or provided through its platform. Only qualified healthcare providers can determine whether any healthcare services are medically necessary.

2.3. Protected Health Information. FMH is not a covered entity, as defined in the Health Insurance Portability and Accountability Act of 1996, as amended from time-to-time, ("HIPAA") and does not intend to perform any functions on behalf of User involving the use and disclosure of protected health information (as defined in HIPAA). You should not transmit any protected health information to FMH unless such transfer is subject to a separate agreement between you/and or your employer with regard to HIPAA protections. If

you are an employer or using the site through your employer's health plan, you acknowledge and agree that (i) you or your employer is responsible for ensuring that your use of the FMH Digital Marketplace complies with HIPAA and other healthcare laws and regulations, and (ii) FMH is not responsible for such compliance unless specifically agreed in a written contract.

2.4. Email Communication. By utilizing our services or replying to our emails, you acknowledge that you are aware that email is not a secure method of communication, and that you agree to the risks.

3. Services.

3.1. Service Commitment. We will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime; (b) emergency maintenance; or (c) any unavailability caused by circumstances beyond our reasonable control, including, without limitation, acts of God or acts of government. We will provide the Services in accordance with applicable laws and government regulations.

3.2. Updates and Outages. It may be necessary, from time to time, for Fair Market Health to perform scheduled or unscheduled repairs, maintenance, upgrades, or updates. Updates are designed to improve, enhance, and further develop the Services and may take the form of bug fixes, enhanced functionality, or other updates. These activities may temporarily degrade the quality of the Services or result in a partial or complete outage of the Service. Fair Market Health provides no assurance that you will receive advance notification of such activities or that the Services will be uninterrupted or error-free. We may also make material changes that negatively impact your use of our services, or we may stop offering a service. Any degradation, interruption or cessation of the Services will not give rise to any rights against Fair Market Health.

3.3. Your Duties. You agree to provide true, accurate, current, and complete information about yourself and your Users as requested by Fair Market Health. You also agree to update the information about yourself and your Users promptly, and as necessary, to keep it current and accurate. You may not impersonate, imitate, or pretend to be somebody else when using our Services. You are responsible for safeguarding and maintaining the confidentiality of any passwords or other credentials, and you agree not to disclose such credentials to any third party. You are solely responsible for all activities that occur under your Account, whether or not you have authorized such activities or actions, including, without limitation, Users' compliance with this Agreement. You are responsible for the accuracy, quality, and legality of User Data, and for ensuring that the Services are used only in accordance with any applicable agreements or terms and applicable laws and

government regulations. You agree to use commercially reasonable efforts to prevent unauthorized access to or use of the Services and to notify us immediately of any such unauthorized access or use, or if you know or suspect that any unauthorized person is using or has access to your password or your account (for example, your password has been lost or stolen, someone has attempted to use the Services or Sites through your account without your consent or your account has been accessed without your permission). We strongly recommend that you do not use the Services or access the Sites on any public computer.

3.4 Your FMH Account. If you meet the requirements, you can create a Fair Market Health Account for your convenience. Some services require that you have a Fair Market Health Account in order to work. For example, to purchase a healthcare procedure, you need a Fair Market Health Account. You're responsible for what you do with your Fair Market Health Account, including taking reasonable steps to keep your Fair Market Health Account secure.

4. License Grant and Use of API Library.

4.1. "API" means, collectively, the API library and any application programming interface, as well as any API documentation or other API materials, that are made available to a developer by Fair Market Health, including, without limitation, through its Site, as well as any updates made to the API library by Fair Market Health, which updates may be made from time to time by Fair Market Health in its sole discretion.

5. Restrictions

5.1. Limitations on Use. You may not use the Services or accept this Agreement if you are not of a legal age to form a binding contract with us. The Site and Services may be used and accessed for lawful purposes only. By accessing or using the Site or Services, you agree to abide by all applicable local, state, national, and foreign laws, treaties, and regulations in connection with your use of the Site and its content, and you agree not to use the Services for any purpose that is prohibited by this Agreement. .

5.2. Prohibited Activities. You agree not to access or use the Site or Services in any manner that is unlawful, harmful, abusive, deceptive, misleading, defamatory, obscene, or otherwise objectionable; that infringes, misappropriates, or violates the intellectual property, privacy, publicity, confidentiality, or other rights of FMH or any third party; or that involves the unauthorized submission, disclosure, collection, storage, or transmission of personal, health, identification, or financial information. You may not copy, reproduce, distribute, sell, resell, license, sublicense, display, modify, translate, create derivative works from, reverse engineer, decompile, disassemble, scrape, crawl, harvest, frame,

mirror, or otherwise exploit the Site, Services, or any content or data made available therein, except as expressly permitted by FMH in writing. You may not interfere with, disrupt, damage, overload, probe, scan, or test the security, integrity, or operation of the Site or Services; attempt to gain unauthorized access to any systems, networks, or accounts; introduce malware or other harmful code; send spam or unauthorized solicitations; impersonate any person or entity; conduct unauthorized commercial activities; or assist, encourage, or enable any third party to engage in any of the foregoing. Any use of the Site or Services that violates this Agreement, applicable law, or FMH's policies, as determined by FMH in its sole discretion, is strictly prohibited. ANY ATTEMPT TO DO ANY OF THE FOREGOING PROHIBITED ACTS OR TO OTHERWISE UNDERMINE THE OPERATION OF THE SERVICES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, WE RESERVE THE RIGHT, IN ADDITION TO OUR OTHER REMEDIES, TO SEEK DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL OR ENTITY TO THE FULLEST EXTENT PERMITTED BY LAW.

We reserve the right, in our sole discretion, to audit or otherwise monitor any communication transmitted using the Service. We further reserve the right at all times to review, retain, and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process, governmental request, or business assessment. NOTWITHSTANDING THE FOREGOING, WE HEREBY DISCLAIM ANY OBLIGATION TO MONITOR USE OF THIS SERVICES OR TO RETAIN THE CONTENT ON THIS SITE UNLESS OTHERWISE AGREED OR REQUIRED BY LAW.

5.3. Image Restrictions. If the User Data includes an image, our image guidelines shall apply.

6. Third Party Services and User Data You Send to Public Forums.

6.1. Additional Third Party Terms. You may access and subscribe to third-party products or services as add-ons or additional modules to provide specific functionality to the Services, including, without limitation, specialized industry information and other services. All third-party products and services are provided subject to all restrictions required by us at the time of your subscription to such third-party products or services.

6.2. Integration with Third-Party Services. The Services may contain features designed to interoperate with third-party applications (e.g., Google, Facebook, or Twitter applications). To use such features, you must have an account with such applications. If the provider of any such third-party application ceases to allow us to integrate on reasonable terms, we

may cease providing such Services features without entitling you to any refund, credit, or other compensation.

6.3. Links to Third Party Sites; Third Party Contact Information. The Services may contain links to other websites and services on the Internet, which are not maintained by us. These links and this contact information are for your convenience only. If you use these links or contact information, you will be outside of the Service. When you leave the Service, you do so at your own risk; we are not responsible for the availability, content or services provided by these third parties. In addition, these links and this contact information are not an endorsement or approval of these third parties. The services of these third parties will be provided under terms determined solely between you and them.6.4. User Data You Submit to Public Forums. The Services may include features that facilitate your use of third-party publicity applications (e.g., Google, Facebook, or Twitter) and/or public forums within the Services ("Public Forums"). The Services will tell you when your User Data is being submitted in a manner that will be posted to a Public Forum. When you submit User Data using these features of the Service, we and such Public Forums only grant you the right to use the Services on a through-to-the-audience basis. Neither we nor such Public Forums shall have any liability to you or any third party for such User Data uploaded to, transmitted or publicly performed through the Services and made publicly available through such a Public Forum.

6.4. Rights in Posted Content. By posting any content to any public area of the Site, you grant, and you represent and warrant that you have the right to grant, to us, and our affiliates, licensees and successors, an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, reproduce, adapt, modify and distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sublicenses of the foregoing. You further represent and warrant that public posting and use of your content by us will not infringe or violate the rights of any third party. .

7. Fees and Payment.

7.1. Payment Terms for Consumers. There is no fee for Consumers to create an Account. Consumers may, at their option, purchase services through the Site in accordance with these terms. Vouchers that Consumers purchase through the Site are promotional offers that Consumers purchase from Providers through our Services. The Provider is the issuer of the voucher and is fully responsible for all services it provides to you and for any and all injuries, illnesses, damages, claims, liabilities and costs such services may cause you to suffer, directly or indirectly, in full or in part. Consumers hereby waive and release us from

any injuries, illnesses, damages, claims, liabilities, and costs arising from or related to any act or omission of a Provider in connection with your use of a voucher obtained through the Site. You acknowledge that the issuance of a voucher through the Site is not a guarantee of the availability of the related procedure from or through the Provider, and you agree that under no circumstance(s) shall Fair Market Health be responsible for any failure by a Provider to make the procedure available to a Consumer at a certain time, or at any time, or for any failure by a Consumer to schedule the procedure during any times made available by the Provider. It is the Consumers' sole responsibility to redeem any pre-paid medical vouchers obtained through the Site. In the event the Consumer fails to schedule a procedure prior to expiration or cancellation of the voucher, the Consumer's sole remedy is a refund of the voucher as described below.

Fair Market Health Consumer pre-paid medical vouchers are only redeemable for the specific medical procedure selected by the consumer at the time of purchase. Consumers may require additional medical procedures or services upon arrival at their medical appointment. If additional medical services or procedures are required a health care provider may charge additional fees or require the patient to purchase additional Fair Market Health medical vouchers to pay for these additional services.

Fair Market Health prepaid medical vouchers expire one (1) year from the date of purchase, unless that voucher was purchased using CareCredit or the provider performing the Services for which the voucher was issued cancels their participation with Fair Market Health. Vouchers purchased using CareCredit expire 30 days from date of purchase. When providers cancel their participation with Fair Market Health, vouchers issued for Services performed by that provider will expire on that provider's effective cancellation date. In this case, the Fair Market Health team will attempt to notify the Consumer prior to the day the purchased voucher expires. Funds from expired or cancelled vouchers are not forfeited. Refunded vouchers, except for those purchased using CareCredit or paid with cash or check at the facility, will be refunded to the patient account, where the balance is viewable upon login. The balance from refunded vouchers can be used to purchase new vouchers, or full refunds can be requested from the Fair Market Health Patient Concierge Team at support@fairmarkethealth.com. Vouchers purchased using CareCredit will be refunded to the CareCredit account used to make the initial purchase. If the voucher was purchased using cash or check at the facility, the Consumer must request a refund from the facility where the purchase was made.

7.2. Access Charges. You are responsible for all connectivity costs and expenses required to access the Site, including, without limitation, Internet service provider fees.

7.3. Taxes. Unless otherwise stated, our fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with your Account. If we are legally obligated to pay or collect your Taxes under this paragraph, the appropriate amount shall be invoiced to and paid by you, except as follows. If medical services purchased through Fair Market Health include any durable medical equipment ("DME") that is also purchased through the Site as a part of an Fair Market Health medical voucher, the Provider is responsible for paying or separately collecting from Consumer any applicable Taxes due for the purchase of the DME.

7.4. Additional Fees. We reserve the right to assess additional fees, including processing fees, from time to time.

8. Ownership.

8.1. Rights in Services. The Site, Services, and all text, images, designs, graphics, content, source code, object code, data, features, and functionality (including but not limited to all information, software, displays, enablement of video and audio, and the design, selection, and arrangement thereof) are owned by us, our licensors, or other providers of such materials. For purposes of clarity, Fair Market Health owns the right to the compilation, arrangement, and assembly, along with any modifications, variations, updates, versions, and changes to all information entered and stored within our Site database(s) as part of the Site. This material, collectively, is protected by United States copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. All of the Site content is copyrighted material and is protected by the Copyright Act of 1976. You are not permitted to republish, reproduce, transmit, transfer, prepare derivative versions or works, or otherwise use any content on this Site without our prior, express, and written permission. We reserve all rights, title and interest in and to the Site and the Services, including all related intellectual property rights.

No rights are granted to you hereunder other than as expressly set forth herein, and you do not and will not acquire any intellectual property rights in the Site or Services by your use of the same. Subject to your compliance with this Agreement, together with any Service

Agreement, Documentation, or other terms to which you are bound, we grant you a limited, non-exclusive, non-transferable, and revocable license, without the right to sublicense, to access and use the Site and Services. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by us or our licensors, except for the limited license expressly granted herein.

8.2. Proprietary Rights. Except for our limited rights to use the User Data set forth throughout this Agreement and in our privacy policy, we acquire no right, title or interest from you or your Users under this Agreement in or to User Data, including any intellectual property rights therein.

8.3. Feedback. If you provide us with any suggestions, comments, improvements, ideas or other feedback regarding the Services or the Site ("Feedback"), you acknowledge that the Feedback is not confidential and that you grant us a worldwide, royalty-free, irrevocable, perpetual license to use and exploit the Feedback in any manner, without compensation to you. Any Feedback provided by you, including Users, will constitute an assignment to Fair Market Health of all worldwide rights, titles, and interests in all copyrights and intellectual property in the Feedback. Fair Market Health is under no obligation to (a) maintain any Feedback in confidence; (b) pay any compensation for any Feedback; or (c) respond to any Feedback. If you choose to give us feedback, such as suggestions to improve our services, we may act on your feedback without obligation to you.

8.4. Government Use. The Services include "commercial computer software" and related documentation within the meaning of Federal Acquisition Regulation 2.101, 12.212, and 27.405-3 and Defense Federal Acquisition Regulation Supplement 227.7202 and 52.227-7014(a). The Services are highly proprietary to us and our licensors. You shall ensure that all Users, including those that are representatives of the U.S. Government or any other government body, are permitted to use the Services only as expressly authorized under this Agreement. Neither you nor any government body shall receive any ownership, license, or other rights other than those expressly set forth herein, irrespective of: (a) whether you are an agency, agent, or other instrumentality of the U.S. Government or any other government body, (b) whether you are entering into or performing under this Agreement in support of a U.S. Government or any other government agreement or utilizing any U.S. Government or any other government funding of any nature, or (c) anything else.

9. Confidentiality.

9.1. Definition. The term "Confidential Information" means the provisions of a Services Agreement, and any and all information, written or oral, provided or made available by or on behalf of one party or its affiliates, contractors, or vendors to the other party or its

affiliates, contractors, or vendors in connection with this Agreement or the parties' relationship hereunder, whether or not designated as confidential. Information of a third party to whom a party owes a duty of confidentiality will be treated as Confidential Information of that party if it meets the description above. However, Confidential Information does not include information that: (a) was or is publicly available other than as a result of breach of this Agreement by Recipient (as defined below); (b) was or is lawfully received by the Recipient free of any obligation of confidentiality; or (c) is independently developed by or on behalf of the Recipient without use of the Discloser's Confidential Information.

9.2. Obligations. Each party ("Recipient") will not access or use Confidential Information of the other party ("Discloser") for any purposes other than performance of its obligations or receipt of benefits hereunder and shall maintain such information in the strictest confidence, except for disclosures expressly authorized hereunder. Recipient may disclose the Discloser's Confidential Information to Recipient's employees, attorneys, advisors, and contractors who have a legitimate "need to know," provided that Recipient ensures that all such entities and persons are obligated to and do comply with confidentiality obligations consistent with (and no less restrictive than) this Section 9 (Confidentiality), but in no event may you disclose any of our Confidential Information to any of our competitors (or any of their affiliates) or any employees or contractors of any such competitors. Recipient may additionally disclose the Discloser's Confidential Information to the extent such disclosure is necessary in connection with the enforcement of this Agreement.

9.3. Compelled Disclosure. The Recipient may disclose Confidential Information of the Discloser if it is compelled by law to do so, provided the Recipient gives the Discloser prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Discloser's cost, if the Discloser wishes to contest the disclosure. If the Recipient is compelled by law to disclose the Discloser's Confidential Information as part of a civil proceeding to which the Discloser is a party, and the Discloser is not contesting the disclosure, the Discloser will reimburse the Recipient for its reasonable costs of compiling and providing secure access to such Confidential Information.

9.4. Privacy and User Information. For information about our data protection practices, please read our privacy policy, located at https://www.fairmarkethealth/privacy-policy. This policy explains how we treat User Data and protect your privacy when you use the Services. By accessing or using the Site or Services, and/or by providing any User Data to us, you agree to the use of User Data in accordance with our privacy policy

9.5. User Data. As described more fully in our privacy policy, you grant us broad rights to use and exploit de-identified data, including de-identified User Data collected by us through your use of the Services, which rights continue even after this Agreement ends. Except for our limited rights to use the User Data set forth throughout this Section 9 and in our privacy policy, we acquire no right, title or interest from you or your Users under this Agreement in or to User Data, including any intellectual property rights therein. Some of our services are designed to let you upload, submit, store, send, receive, or share content you generate. If you choose to upload or share content, please make sure you have the necessary rights to do so and that the content is lawful. Your content is yours, upon sharing you retain any valid intellectual property rights that you have in your content. To any extent necessary, you provide Fair Market Health a license with permission to use the content. This license covers content you provide if that content is protected by intellectual property rights. This license doesn't affect your privacy rights — it's only about your intellectual property rights. This license does not cover, and no license is necessary for, these types of content: publicly available information that you provide, such as corrections to the address of a local business. That information doesn't require a license because it's considered common knowledge that everyone's free to use; feedback that you offer, such as suggestions to improve our services. Feedback is covered in the Service-related communications section. This license is: worldwide, which means it's valid anywhere in the world; non-exclusive, which means you can license your content to others; royalty-free, which means there are no fees owed or payable to you for this license. This license allows Fair Market Health to: host, reproduce, distribute, communicate, and use your content — for example, to save your content on our systems and make it accessible from anywhere; publish, publicly perform, or publicly display your content if you've made it visible to others; modify and create derivative works based on your content, such as reformatting or translating it; sublicense these rights to: other users to allow the services to work as designed; our contractors for the limited purposes described in the Purpose section. This license is for any legal use. This includes but is not limited to: operating and improving the services, which means allowing the services to work as designed and creating new features and functionalities. This includes, but is not limited to, using automated systems and algorithms to analyze your content: for spam, malware, and illegal content; to recognize patterns in data, such as determining when to offer a new product or feature; to customize our services for you, such as providing recommendations and personalized search results, content, and ads. This analysis occurs as the content is sent, received, and when it is stored; using content you've shared publicly to promote the services. For example, to promote a Fair Market Health app, we might quote a review you wrote; developing new technologies and services for Fair Market Health consistent with these terms. This license

lasts for as long as your content is protected by intellectual property rights. If you remove from our services any content that is covered by this license, then our systems will stop making that content publicly available. There are two exceptions: If you already shared your content with others before removing it. For example, if you shared a review with a friend who then made a copy of it, or shared it again, then that review may continue to appear in your friend's Fair Market Health Account even after you remove it from your Fair Market Health Account; If you make your content available through other companies' services, it's possible that search engines will continue to find and display your content as part of these search results.

10. Warranties.

10.1. Your Warranties. You warrant that: (a) you have validly entered into this Agreement and have the legal power to do so; (b) you will abide by the restrictions on use of the Services contained herein; and (c) all information or User Data that you provide is truthful, accurate, not misleading, offered in good faith, and that you and your Users have all rights, licenses, permissions and authorizations necessary to upload and transmit such User Data to us. Furthermore, if you are acting on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that entity to this Agreement.

10.2. DISCLAIMER. NOTWITHSTANDING ANYTHING TO THE CONTRARY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SERVICES, INFORMATION AND MATERIALS ARE PROVIDED "AS IS", AND WE EXPRESSLY DISCLAIM ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION: (A) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT WE KNOW, HAVE REASON TO KNOW, OR HAVE BEEN ADVISED OF ANY SUCH PURPOSE); (B) ANY WARRANTY REGARDING RESULTS OBTAINABLE OR TO BE OBTAINED BY USERS AS A RESULT OF PROVISION OR USE OF THE SERVICES AND MATERIALS PROVIDED HEREUNDER; AND (C) ANY WARRANTY OF UNINTERRUPTED, TIMELY, OR ERROR-FREE OPERATION OF ANY SERVICES. NO ADVICE OR INFORMATION, WHETHER WRITTEN, ORAL OR MULTIMEDIA, OBTAINED BY YOU FROM THE SERVICES SHALL CREATE ANY ADDITIONAL WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. FAIR MARKET HEALTH DOES NOT ENDORSE ANY PROVIDER. FURTHER, FAIR MARKET HEALTH DISCLAIMS ALL WARRANTIES AND LIABILITIES RELATED TO THE PROVIDERS, ANY ACTS OR OMISSIONS THEREOF, AND ANY CONTENT OR SERVICES MADE AVAILABLE THEREBY, WHETHER THROUGH THE SITE OR OTHERWISE, INCLUDING WITHOUT LIMITATION, BUNDLES OBTAINED THROUGH THE SITE AND ANY MEDICAL PROCEDURES OBTAINED BY A CONSUMER THROUGH THE USE OF SUCH BUNDLES. IT IS YOUR RESPONSIBILITY TO EVALUATE THE APPROPRIATENESS, ACCURACY,

COMPLETENESS, AND RELIABILITY OF ANY INFORMATION, OPINIONS, ADVICE, OR OTHER CONTENT MADE AVAILABLE BY THE PROVIDERS, WHETHER THROUGH THE SITE OR OTHERWISE, AND FAIR MARKET HEALTH HEREBY DISCLAIMS ANY WARRANTIES AND LIABILITIES RELATED TO SUCH CONTENT.

10.3. RISK OF INACCURACY OF INFORMATION. YOU ACKNOWLEDGE THAT MANY FEATURES PROVIDED BY THE SITE ARE INTENDED TO AGGREGATE AND MANAGE THIRD PARTY DATA AND INFORMATION FROM NUMEROUS SOURCES. WE ARE NOT RESPONSIBLE FOR THE ACCURACY, INTEGRITY, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF SUCH INFORMATION. YOU WAIVE ANY CLAIMS YOU MAY OTHERWISE HAVE, AND YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DAMAGES OR INCONVENIENCES YOU MAY SUFFER AS A RESULT OF INACCURATE OR INCOMPLETE DATA OR INFORMATION PROVIDED TO YOU OR YOUR USERS BY THE SERVICE.

10.4. Beta Services. From time to time, we may invite you to try, at no charge, our products or services that are not generally available to our customers ("Beta Services"). You may accept or decline any such trial in your sole discretion. Any Beta Services will be clearly designated as Beta, pilot, limited release, developer preview, non-production, or by a description of similar import. Beta Services are provided for evaluation purposes and not for production use, are not supported under our support plan, may contain bugs or errors, and may be subject to additional terms. BETA SERVICES ARE NOT CONSIDERED "SERVICES" HEREUNDER AND ARE PROVIDED "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTY. We may discontinue Beta Services at any time in our sole discretion.

11. Indemnification.

You shall indemnify, defend, and hold harmless Fair Market Health, our licensors and affiliates, and our and their respective directors, officers, employees, contractors, agents, and representatives, from and against any and all claims, demands, suits, causes of action, proceedings, liabilities, losses, costs, or expenses (including, but not limited to, reasonable attorneys' and expert fees and costs of investigation) (a) arising out of, in connection with, or resulting from your access to or use of the Site or Services, your violation of any provision of this Agreement, or any activity related to your accessing the Site or Services, including without limitation, negligent or wrongful conduct; (b) arising out of the receipt or provision of professional or medical services offered, sold, purchased, or arranged via the FMH platform; (c) alleging that User Data or your use of the Services infringes or misappropriates the intellectual property rights of a third party; (c) alleging that User Data or your use of the Services violates applicable law; (e) arising from any data or security breach caused by you; and/or (f) related to a dispute between you and such third

party (an "Indemnified Claim"), and you shall indemnify us for any damages, attorney fees and costs as a result of, or for any amounts paid by us in respect of an Indemnified Claim. We reserve the right, at your expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. .

12. Limitation of Liability.

12.1. LIMITATIONS. NOTWITHSTANDING ANYTHING TO THE CONTRARY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER WE NOR OUR LICENSORS SHALL BE LIABLE WITH RESPECT TO ANY SERVICES AND/OR UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR: ANY AMOUNTS IN EXCESS OF THE APPLICABLE FEES PAID DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT, ACTION, OR OMISSION GIVING RISE TO THE CLAIM FOR WHICH ANY CREDITS OR DAMAGES ARE PAID OR HELD RECOVERABLE HEREUNDER. FOR CLARIFICATION, ANY SERVICE CREDITS PAID BY US SHALL REDUCE OUR LIABILITY CAP ON A DOLLAR-FOR-DOLLAR BASIS AND SHALL NOT BE DEEMED OR TREATED AS AN ADMISSION OF LIABILITY. ALL OF THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. YOU MAY ONLY BRING A CLAIM AGAINST US WITHIN SIX (6) MONTHS FROM THE DATE THE PARTICULAR CLAIM ACCRUED OR THE APPLICABLE CAUSE OF ACTION IS PERMANENTLY BARRED. If you are a resident of California, you specifically waive California Civil Code §1542, which states, “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

12.2. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU FOR ANY BUSINESS INTERRUPTION, LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMERS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. HOWEVER, IN SUCH EVENT, YOU AGREE THAT SUCH LIMITATIONS OF LIABILITY ARE REASONABLE AND ARE FUNDAMENTAL ELEMENTS FOR THE SCOPE OF THE SERVICES AND THE FEES CHARGED TO YOU. YOU UNDERSTAND AND ACKNOWLEDGE THAT WE WOULD NOT BE ABLE TO OFFER THE SERVICES TO YOU WITHOUT THESE LIMITATIONS.

13. Term and Termination.

Fair Market Health reserves the right to suspend or terminate your access to the services or delete your Fair Market Health Account if any of these things happen: you breach these terms; we're required to do so to comply with a legal requirement or a court order; we reasonably believe that your conduct causes harm or liability to a user, third party, or Fair Market Health — for example, by hacking, phishing, harassing, spamming, misleading others, or scraping content that doesn't belong to you. The decision by Fair Market Health at any time for any reason not to enforce the provisions of any right under this agreement is not a waiver of any such right. Such a decision does not affect the validity of the agreement or any right of Fair Market Health.

14. Copyright and Trademark Policies.

It is our policy to respond to notices of alleged copyright infringement which comply with applicable law, including the Digital Millennium Copyright Act (DMCA), and to terminate the accounts of infringers. Trademark infringement complaints can be submitted to us at support@fairmarkethealth.com. If you think someone is infringing your intellectual property rights, you can send us notice of the infringement and we'll investigate at our discretion.

15. Miscellaneous.

15.1. Notices. You agree that we may provide you with notice, including changes to this Agreement, by email, regular mail, or postings in your Account.

15.2. Governing Law; Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, disregarding any conflict-of-laws rules which may direct the application of the laws of another jurisdiction. You agree that venue for all actions relating in any manner to this Agreement, shall be in a federal or state court of competent jurisdiction located in Sedgwick County, Kansas. Each party to these terms waives any objection based on forum non conveniens and waives any objection to venue of any action instituted to the extent that an action is brought in the courts identified above. To the extent you have in any manner violated or threatened to violate Fair Market Health intellectual property rights, Fair Market Health may seek injunctive or other appropriate relief in any state or federal court in the State of Kansas, and you consent to exclusive jurisdiction and venue in such courts. These disputes will be resolved exclusively in the federal or state courts of Wichita, Kansas, USA, and you and Fair Market Health consent to personal jurisdiction in those courts. Any other disputes will be resolved as follows: If a dispute arises under this agreement, we agree to first try to resolve it with the help of a mutually agreed-upon mediator in the following location: Wichita, Kansas. Mediation fees will be shared equally by each of us. Attorney fees and costs beyond the mediation fee will

be born individually. If it proves impossible to arrive at a mutually satisfactory solution through mediation, we agree to submit the dispute to binding arbitration at the following location: Wichita, Kansas, using the procedural rules of the American Arbitration Association. Judgment upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so.

15.3. Export Compliance. The Services, other technology we make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. You shall not permit Users to access or use Services in a U.S.-embargoed country (including, without limitation, Cuba, Iran, North Korea, Sudan, or Syria) or in violation of any U.S. export law or regulation.

15.4. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

15.5. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

15.6. Severability and Waiver. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity so that the remainder of that provision and all remaining provisions will continue in full force and effect. The failure of Fair Market Health to enforce any right or provision in the Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to by Fair Market Health in writing. No waiver by us of any term or condition set forth herein 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 us to assert a right or provision shall not constitute a waiver of such right or provision.

15.7. Attorney Fees. You shall pay on demand all of our reasonable attorney fees and other costs incurred by us to enforce any rights under this Agreement, including without limitation, to collect any fees or charges due us under this Agreement following your breach.

15.8. Assignment. You may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of Fair Market Health (not to be unreasonably withheld), except in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of your assets not involving a direct competitor of Fair Market Health. Any attempted assignment in contravention of this Section shall be null and void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

15.9. Interpretation. No provision shall be construed against a party by reason of the fact that such party or its legal counsel drafted that provision, notwithstanding any rule of law or any legal decision to the contrary. For purposes of interpreting this Agreement: (a) the terms “herein,” “hereof,” “hereto,” “herewith”, “hereunder,” “hereinafter,” and similar terms shall refer to this Agreement as a whole; (b) the terms “includes” and “including” shall mean “include[ing], without limitation”; (c) references to Sections in any particular Attachment shall refer to Sections in that same Attachment, unless otherwise specified therein; and (d) headings contained herein are for convenience of reference only and shall not affect the interpretation of this Agreement. For purposes of this Agreement, whenever the context requires, the singular number will include the plural, and vice versa.

15.10. Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Services Agreements, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Services Agreement, the terms of such exhibit, addendum or Services Agreement shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your Services Agreement shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. We may update these terms and the agreement they create, at any time, simply by updating this posting and without notice to you. The most current version of the terms supersedes all prior versions. You are encouraged to periodically review the terms in order to stay aware of any changes. If you don’t agree to the new terms, you should remove your content and stop using our services. You can also end your relationship with us at any time by closing your Fair Market Health Account.

15.11. Google APIs. Fair Market Health utilizes APIs developed by Google. When you use Fair Market Health, you are also bound by the Google Terms of Service, which are incorporated by reference.