

## TERMS AND CONDITIONS

1. ACCEPTING THE TERMS AND CONDITIONS. In order for you to use this site and services described therein, you must first accept these Terms and Conditions (the "Terms"). You accept these Terms by:

1.1 On this site, or any page on this site, that requires registration, signing in or checking a box near a statement that indicates your agreement with or acceptance of the Terms; or

1.2 Using any of the sites that link to these Terms, in which case you understand and agree that these Terms will apply to your use of those Sites (or any parts of them), in which case, if you do not agree, you should immediately discontinue your use of the sites. You may wish to print or save a copy of the Terms for your records.

2. USERS. Users of this site include those individuals, third-party health care providers, local and state governments legally permitted to utilize the services described herein (the "Users"). Any third-party not of legal age or otherwise not legally permitted to use this site is not permitted to use the Services described herein.

3. SERVICES. Company provides a targeted broadcasting channel through this site for connecting individuals and health care providers with respect to the rollout of the Covid-19 vaccine, as further described on the site (the "Services"). The Company reserves the right to refuse registration of, or provide services or a platform to any individual or provider. The Service is meant to supplement and be ancillary to any similar services provided directly by third-party health care providers. You should contact the individual and/or third-party health care providers directly for questions related to the vaccination process and administration.

4. REGISTRATION PROCESS. The User to be entitled to avail the Services shall have to complete the registration process ("Registration Process") as provided below:

4.1 Registration is mandatory for the User.

4.1.1 Individuals shall provide a mobile phone number, zip code and age in order to register to use the Services.

4.1.2 Providers shall provide a mobile phone number, full name, work email, and the name of the organization.

4.2 Only after completing the Registration Process, the Users become entitled to avail the Services described herein.

4.3 The site may provide the facility of 'masking' which allows the User to hide or keep confidential or not to fill any information except the information which are considered mandatory by the Company and which will be indicated by asterisks. The Company further reserved the right to seek further information, if in its sole discretion it determines such information is necessary.

5. CONFIDENTIALITY; PROPRIETARY RIGHTS.

6.1 Each User (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose certain information relating to the Disclosing Party’s health or business (hereinafter referred to as “Proprietary Information” of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of the User includes non-public data provided by Customer to Company to enable the provision of the Services (“Customer Data”). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information, except as necessary for the Company to provide the Service hereunder. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by its prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

6.1 Company shall own and retain all right, title and interest in and to (a) the Services, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

6.1 Notwithstanding anything to the contrary, Company shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

6. NOT HEALTH CARE SERVICES. We are not a medical or health care services provider or lab services provider and do not provide medical or health care or lab services or advice including, but not limited to, emergency or urgent medical services. None of the Service content (other than certain information you may receive directly from health care professionals) should be considered medical advice or an endorsement, representation or warranty that any particular treatment or medication is safe or effective, for you. The Company does not practice medicine or any other licensed profession, and does not interfere with the practice of medicine or any other licensed profession by health care professionals, each of whom is responsible for his or her services and compliance with the requirements applicable to his or her profession and license. Neither the Company nor any third parties who promote the Service or provide you with a link to the Service shall be liable for any professional advice you obtain from a health care professional via the Service and are not responsible for any reliance or non-reliance on any information receive from your medical services or health care services provider through our Service.

7. NOT MEDICAL ADVICE. The contents of the Services are for informational purposes only. The content does not provide medical advice and is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health professionals or providers with any questions you may have regarding a medical condition or medicine. Never disregard professional medical advice or delay in seeking it because of the Services. The Company

does not recommend or endorse any specific prescription drug or provider that may be mentioned in relation to the Services. Reliance on any information provided by the site or the Services is solely at your own risk.

8. NOT A SUBSTITUTE FOR PROFESSIONAL HEALTH CARE OR ADVICE. Any advice or information on this site is general in nature and is not a substitute for professional health care. It is not meant to replace the advice of health care professionals. If you have specific health care needs, or for complete health information, please see a doctor or other health care provider. OUR CONTENT MAY DESCRIBE GENERAL PRINCIPLES OF HEALTH CARE THAT SHOULD NOT IN ANY EVENT BE CONSTRUED AS SPECIFIC INSTRUCTIONS FOR INDIVIDUAL PATIENTS. This material is not intended as a guide to self-medication or as a substitute for proper medical advice, diagnosis, or treatment. It is for reference only and should not be used to determine treatment for specific medical conditions. You should never disregard, avoid or delay obtaining medical advice from a licensed practitioner because of information made available through the Service. The Service and its health-related information and resources are not intended and must not be taken as the rendering of medical, nursing, or professional health care advice or services, or the practice of medicine, nursing, or professional health care in any jurisdiction. You should discuss the information provided with a physician, pharmacist, nurse, or other licensed health care professional. You should also check product information (including package inserts) regarding dosage, precautions, warnings, interactions, and contraindications before administering or using any device, drug, herb, vitamin, or supplement discussed on the Service. You understand and agree that neither Company nor its suppliers or vendors are responsible for any claim, loss, or damage directly or indirectly resulting from your use of the Service or the information resources contained on or accessible through the Service. Proper treatment of health conditions depends upon a number of factors, including, but not limited to, your medical history, diet, lifestyle, and medication regimen. Your health care provider can best assess and address your individual health care needs. You should consult with your health care provider before starting a new diet, fitness, or supplement regimen.

9. HIPAA. THE COMPANY IS NOT A HEALTH CARE PROVIDER AND IS NOT A COVERED ENTITY UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND ANY REGULATIONS PROMULGATED THEREUNDER ("HIPAA"). TO THE EXTENT THE COMPANY CREATES, RECEIVES, MAINTAINS, OR TRANSMITS PROTECTED HEALTH INFORMATION, AS THAT TERM IS DEFINED UNDER HIPAA, THE COMPANY WILL ONLY ACCESS, USE, OR DISCLOSE PROTECTED HEALTH INFORMATION AS PERMITTED BY APPLICABLE FEDERAL AND STATE LAWS, INCLUDING HIPAA IF AND TO THE EXTENT APPLICABLE, AND PURSUANT TO ANY CONTRACTUAL OBLIGATIONS COMPANY HAS WITH HEALTH CARE PROVIDERS, IF AND ONLY TO THE EXTENT THAT SUCH OBLIGATIONS ARE APPLICABLE TO THE PROTECTED HEALTH INFORMATION. COMPANY IS NOT RESPONSIBLE FOR THE ACTIVITIES OR OMISSIONS OF HEALTH CARE PROVIDERS AS IT RELATES TO HOW THEY RETAIN, SECURE, USE, OR DISCLOSE PROTECTED HEALTH INFORMATION. COMPANY AIMS TO PROVIDE YOU WITH ACCURATE AND UP-TO-DATE INFORMATION ABOUT AVAILABLE HEALTH CARE PROVIDERS IN YOUR AREA; HOWEVER, COMPANY DISCLAIMS ANY IMPLIED WARRANTY OR REPRESENTATION, AND MAKES NO GUARANTY, ABOUT THE ACCURACY OR COMPLETENESS OF HEALTH CARE PROVIDER INFORMATION ON THE SERVICE. ADDITIONALLY, THE MENTION OF A PARTICULAR HEALTH CARE PROVIDER ON THE SERVICE DOES NOT CONSTITUTE OR IMPLY A RECOMMENDATION OR ENDORSEMENT BY THE COMPANY.

10. ELECTRONIC COMMUNICATIONS. When you send emails or other electronic messages to us or in connection with the Service, you are communicating with us electronically and consent to our review and analysis of such messages and to receive return communications, if any, from us electronically. You agree that all agreements, notices, disclosures, and other communications that we provide to you

electronically satisfy any legal requirement that such communications be in writing. You are responsible for all telecommunication costs, fees and expenses incurred in the use of the Service.

11. NO VERIFICATION OF THIRD-PARTY INFORMATION. The Service is being provided free of charge and relies on information provided by the individuals and third-party providers. Therefore, the Company does not represent or warranty the accuracy of any of the information provided and advises the Users to independently verify any information provided.

12. WARRANTY AND DISCLAIMER. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

13. INDEMNIFICATION. To the maximum extent permitted under applicable law, you hereby agree to indemnify, defend, and hold the Company harmless from any liability, loss, claim, and expense (including reasonable attorneys' fees) related to or arising out of your use of the content on the Service, your use of the Service, your connection to the Service, your violation of this Agreement, or your violation of any rights of another.

14. LIMITATION OF COMPANY'S LIABILITY. COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF SERVICES; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. NO WARRANTY. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITHOUT ANY WARRANTY OF ANY KIND. THE COMPANY DOES NOT GUARANTEE THE QUALITY, COMPLETENESS, TIMELINESS, OR AVAILABILITY OF THE SERVICE. COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE AVAILABLE. COMPANY IS NOT RESPONSIBLE FOR ANY THIRD-PARTY ERRORS OR OMISSIONS REGARDING THE SERVICES.

16. THIRD-PARTY WEB SITES. The Service may link to, or be linked to, web sites not maintained or controlled by the Company. Those links are provided as a convenience and the Company is not responsible for examining or evaluating the content or accuracy of, and does not warrant or endorse, any third-party web site or any products or services made available through those web sites. Please take

care when leaving the Service to visit a third-party web site. We encourage you to read the terms of use and privacy policy for each web site that you visit.

17. DISPUTE RESOLUTION. EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL DISPUTES ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR YOUR USE OF THE SERVICE, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY AND YOU AGREE THAT THE COMPANY AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY. YOU AGREE THAT ANY ARBITRATION UNDER THESE TERMS OF USE WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. The arbitration will be administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules, as amended by these Terms of Use. You, if an individual, must be 18 or above, or the legal age to form a binding contract in your jurisdiction if that age is greater than 18 years of age, be a member or use the site and Services. Use of this site is void where prohibited by applicable law, and the right to access the site will be deemed to be revoked in such jurisdiction’s ab initio. By using the site and/or the Services, you represent and warrant that You have the right, authority, and capacity to enter into these Terms of Use and to abide by all of the terms and conditions set forth herein. You also represent and warrant to the Company that you will use site in a manner consistent with any and all applicable laws and regulations.

18. CONSENT TO USE OF INFORMATION. The third-party providers hereby consent to the use by the Company of certain non-proprietary information provided by the providers for disclosures or marketing purposes.

19. GOVERNING LAW. This Agreement shall be governed by the laws of the State of California without regard to its conflict of law’s provisions.

20. SEVERABILITY AND INTERPRETATION. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. You agree that these Terms and all incorporated agreements may be assigned by Company in our sole discretion. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. A printed version of these Terms will be admissible in judicial and administrative proceedings based upon or relating to these Terms to the same extent as other business documents originally generated and maintained in printed form.