

TERMS OF SERVICE

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MyHealthRecord.com (the "Service") is offered by Your Health Care Provider ("Provider") through its website or a link provided to You and is operated and hosted by Greenway Health, LLC ("Greenway", "We", "Our" or "Us"). The purpose of the Service is to provide You with the ability to access certain individual health information and other information related to the health care services provided to You by Your Provider or to the individual patient for whom You are the legal representative and provide for secure communication between You and Your Provider.

Your use of the Service is governed by these Terms of Service ("Terms"). By creating an account, You are accepting the Service and these Terms. If You do not agree to these terms, do not create an account. If You do not agree to these Terms You will not be able to use the Service.

1. Using the Service

As part of the Service, we work with healthcare providers and others who maintain data relating to healthcare and medical information (each a "Data Source"). You may use the Service to access and download information about Your health information and medical payments from Data Sources. We are not responsible for the accuracy of any of the information provided by a Data Source. We hereby grant to You a personal, revocable, non-exclusive, and non-assignable license to use the Service. We and our licensors and suppliers own all proprietary rights to the Service, including but not limited to all copyrights, trademarks, servicemarks, patents software and related content and any other rights of any kind or nature as they relate to the Services. By participating in the Service, You agree that You are at least thirteen (13) years old and that any information You provide to or access through the Service is either Yours or You have the authority to use it. You may not use the Service to gain unauthorized access to anyone else's information. It is possible that information about You may include sensitive or psychologically damaging information, depending upon the nature of Your medical information. You will need to use a user name and password to access the Service. If You give Your user name and/or password to anyone else that person could be able to view or access Your Personal Information through the Service. "Personal Information" is any information provided to the Service that either by itself or with other information personally identifies You. Your Personal Information would include information like Your name, address, information about Your health, diagnoses, and billing information, including information considered "personally identifiable information" or "protected health information" under applicable laws, rules or regulations. We may revise the Service from time to time with new or different features or information. Any changes that We make will be considered part of the Service. We may ask for Your ideas and suggestions ("Feedback") about the Service. You do not have to give Us Feedback, but if You do, You agree that We may use Your Feedback in any way, including to make changes to the Service and for advertising purposes. We will use reasonable efforts to make the Service available 24 hours a day and 7 days a week except for maintenance, upgrades or repairs, but You acknowledge that there may also be events which are beyond Our control, including failures of telecommunications lines, which may cause disruptions in Service. You agree that We will not be liable for or responsible to You for any disruptions or failures in Service.

2. Description of Service

The Service is an online service designed to allow You to communicate with Your medical care providers. You can send secure messages to Your provider, request an appointment, check on Your lab results, view Your health record, request a prescription refill, complete registration and health information forms, and read patient education. In addition to Your Personal Information as maintained in the electronic health record maintained by Your Provider, the Service may also provide certain additional news, educational materials or other information or third party content offered through the Service by Your Provider. We make no warranty concerning the quality, accuracy or completeness of the information provided through the Service and You agree that We have no responsibility or liability for the health information maintained by Your Provider.

IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THE PERSONAL INFORMATION IN YOUR ELECTRONIC HEALTH RECORD, PLEASE CONTACT YOUR PROVIDER.

We make every effort to ensure the accuracy and integrity of information or material that We produce or provide through the Service, but We are not responsible for misprints, out-of-date information, technical or pricing inaccuracies, typographical, or other errors. Information and related materials are subject to change without notice. Any educational or other content available on the Service is for informational and educational purposes only and is not a substitute for the professional judgment of a health care professional in diagnosing and treating patients. Neither such content nor any other service offered through the Service is intended to be substituted for medical diagnosis or treatment. We do not recommend or endorse any specific drugs, tests, physicians, products, procedures, opinions, "off-label" drug uses or other information that may be mentioned during Your use of the Service. Your reliance upon any information obtained or used by You is solely at Your own risk. We are not responsible for the accuracy of any information or content provided or sent by You or other users of the Service, including Your Provider. You are responsible for verifying the accuracy of any information You send or receive through the Service, including any of Your patient health information, data, or records.

3. Use with Your Mobile Device

Use of these Services on a mobile device requires a compatible mobile device, internet access and an internet browser. You agree that You are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of Your agreement with Your mobile device and telecommunications provider.

WE MAKE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION; ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; OR ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES; FAILURE TO TRANSMIT ANY DATA; COMMUNICATIONS; OR SETTINGS CONNECTED WITH THE SERVICES.

4. Your Personal Information

Your privacy is important to Us. You will need to provide a User ID and password (Your "Credentials") to access and use the Service. When You download Your Personal Information from Your Data Source (including, for example, medical expense information from visits to healthcare providers), the Service will store Your personal information. We provide the Service to You as a Business Associate to Your health care provider. As a Business Associate, We follow the rules that apply to Business Associates under HIPAA and the HITECH Act. To the extent permissible under all applicable laws and regulations, You hereby grant to Us a perpetual, unlimited license to use Your Personal Information, in a de-identified format stripped of identifiers only, for data benchmarking, sharing, warehousing, resource utilization and similar data analytics products or services. You are solely responsible for maintaining the strict confidentiality of Your Credentials. This responsibility includes not allowing another person to use Your Credentials to access the Service. You should immediately inform both Us and Your Provider of any need to deactivate Your account due to potential or actual security concerns. Neither We nor Your Provider will be responsible or held liable for any harm related to the misuse or misappropriation of Your Credentials, Your disclosure of Your Credentials to another person, or Your allowing any person or entity other than Yourself to access the Service using Your Credentials.

5. Third Party Services; Sites

While You use the Service, You may find out about or have the opportunity to utilize services or products provided by other companies that are not related to Us ("Third Party Services"). If You decide to use Third Party Services, You are responsible for reviewing and understanding any terms and conditions governing such Third Party Services. You agree that the company providing the Third Party Services, and not Us, is solely responsible for the Third Party Services. The Service may contain links to web sites operated by other companies ("Third Party Sites"). We do not control Third Party Sites and We are not responsible for the content of, or any links in, any Third Party Site. We do not review, approve, monitor, or make any representations with respect to Third Party Sites. If We include any link in the Service it does not mean that there is an affiliation, sponsorship, endorsement, approval, investigation, verification of anything in any Third Party Site. We will not be responsible for the information contained in any Third Party Site or for Your use of or inability to use such web site. Access to any Third Party Site is at Your own risk, and You acknowledge and understand that Third Party Sites may contain terms and privacy policies that are different from this Agreement. We are not responsible for such provisions, and expressly disclaims any liability for them.

6. Electronic Communication

When You use the Service and send communications, You are communicating with Us electronically. You agree that We may communicate with You electronically. We will communicate with You through email or by posting notices through the Service. Any information that We send You by e-mail will be considered received by You on the date We send the e-mail. You agree to let Your provider know if Your e-mail address changes for as long as You are using the Service. You must register to use the Service and (i) provide true, accurate, current and complete information about Yourself (the "Registration Data"), and (ii) maintain and promptly update the Registration Data to keep it accurate, current and complete. If You provide any Registration Data that is inaccurate, not current or incomplete, or We suspect that it is inaccurate, not current or incomplete, We may suspend or terminate Your account and refuse any and all current or future access to and use of the Service (or any

portion thereof). You may also be offered the option of completing and submitting various health information forms electronically to Your medical care providers through the Service. If You use these forms, You are consenting to provide Your information to Your medical care providers through this electronic means of submission.

7. Prohibited Conduct

You may only use the Service for lawful purposes. In Your access and use of the Service, You agree that You will not: (i) infringe any copyright, patent, right of privacy, right of publicity, trademark, trade secret, or other right of Our or any third party; (ii) abuse, defame, harass, or stalk any individual or other user of the Service; (iii) interfere or attempt to interfere with, or damage or attempt to damage, the Service or the proper working of the Service; (iv) use any technical or manual process, to access, acquire, copy or monitor any portion of the Service, or in any way reproduce or circumvent the navigational structure or presentation of the Service, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Service; (v) misrepresent Your identity, provide false information, impersonate another person or entity, misrepresent Your affiliation with a person or entity or attempt to use another user's account; (vi) attempt to obtain unauthorized access to the Service; (vii) engage, directly or indirectly, in transmission of any type of unsolicited solicitation; (viii) engage in any activity that interferes with any third party's ability to use or enjoy the Service; (ix) probe, scan or test the vulnerability of the Service, or breach the security or authentication measures on the Service; (x) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Service; or (xi) assist any third party in engaging in any activity prohibited by these Terms of Use.

8. Privacy

The Privacy Policy for the Service is hereby incorporated and made a part of these Terms.

9. Termination

We may stop making the Service (including any feature) available at any time and for any reason. If the Service is no longer available to users and You have been paying a fee, You will not be charged a fee after the date of termination, and You will no longer have access to Your Service account. We may terminate Your access to the Service if You do not act in accordance with these Terms.

10. Warranty Exclusion

THE SERVICE AND ANY CONTENT ACCESSIBLE THROUGH THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND USE OF THE SERVICE IS AT YOUR SOLE RISK AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE, OUR AFFILIATES, LICENSORS, THIRD PARTY CONTENT OR SERVICE PROVIDERS, DEALERS AND SUPPLIERS (COLLECTIVELY "SUPPLIERS"), TOGETHER WITH YOUR PROVIDER, DISCLAIM ALL GUARANTEES AND WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING THE SERVICE, CONTENT AND RELATED MATERIALS INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY AND NON- INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICE IS SECURE OR FREE FROM BUGS, VIRUSES, INTERRUPTION, OR ERRORS. FURTHER, WE DO NOT WARRANT ACCESS TO THE INTERNET OR TO ANY OTHER SERVICE OR CONTENT OR DATA

THROUGH THE SERVICE. WE DO NOT MAKE ANY WARRANTY THAT THIS SERVICE OR ITS CONTENT WILL MEET YOUR REQUIREMENTS, OR THAT THIS SERVICE OR ITS CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED.

YOU UNDERSTAND AND AGREE THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR BUSINESS, YOUR COMPUTER SYSTEM, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT, DATA, AND/ OR SOFTWARE. YOU ACKNOWLEDGE THAT WE DO NOT CONTROL INFORMATION, PRODUCTS, OR SERVICES OFFERED BY THIRD PARTIES THROUGH THE SERVICE. EXCEPT AS OTHERWISE AGREED IN WRITING, WE AND OUR AFFILIATES ASSUME NO RESPONSIBILITY FOR AND MAKE NO WARRANTY OR REPRESENTATION AS TO THE ACCURACY, CURRENCY, COMPLETENESS, RELIABILITY OR USEFULNESS OF ANY ADVICE, OPINION, STATEMENT, OR OTHER CONTENT OR OF ANY PRODUCTS OR SERVICES DISTRIBUTED OR MADE AVAILABLE BY THIRD PARTIES THROUGH THE SERVICES.

11. Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, SHALL WE OR OUR PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS OR YOUR PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING DAMAGES RELATING TO LOSS OF BUSINESS, TELECOMMUNICATIONS FAILURES, LOSS, CORRUPTION, SECURITY OR THEFT OF DATA, VIRUSES, SPYWARE, YOUR INABILITY TO USE THE SERVICE FOR ANY REASON WHATSOEVER, LOSS OF PROFITS OR INVESTMENT, GOODWILL, ANY OTHER MATTER RELATING TO THE SERVICE, OR THE LIKE, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF WE OR OUR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN NO EVENT DO WE ASSUME ANY LIABILITY TO ANY PARTY OTHER THAN YOU ARISING OUT OF YOUR USE OR INABILITY TO USE THE SERVICE. OUR ENTIRE CUMULATIVE LIABILITY, AND THAT OF OUR SUPPLIERS, FOR ALL MATTERS ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE USE OF THE SERVICE DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU. WE WOULD NOT BE ABLE TO HAVE PROVIDED THE SERVICE WITHOUT SUCH LIMITATIONS.

12. Export Restrictions

You acknowledge that accessing the Service is subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that You will comply with these regulations. You will not export or re-export this technology, directly or indirectly, to: (1) any countries that are subject to US export restrictions; (2) any end user who has been prohibited from participating in US export transactions by any federal agency of the US government; or (3) any end user who You know or have reason to know will use them in any way that is not allowed by US laws. You further acknowledge the Service may include technical data subject to export and re-export restrictions imposed by US law.

13. Modifications

We may modify this Agreement from time to time. You are deemed to accept and agree to be bound by any changes to the Agreement when You use the Service after those changes are posted.

14. General

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, and the federal laws of the United States of America, without giving effect to its conflict of laws provisions. You agree to submit to the personal and exclusive jurisdiction of the state or federal courts located within the State of Georgia. This Agreement constitutes the entire agreement between You and Us governing Your use of the Services. Should any provision in this Agreement be found invalid or unenforceable for any reason, then that provision shall be deemed severable from the terms and shall not affect the validity or enforceability of the remaining provisions. You agree that any claim arising out of or related to the terms or Your use of the Service must be filed within one year after it arose or be permanently barred.

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