



## TERMS OF USE & PRIVACY POLICIES AGREEMENT

The following Terms of Use and Privacy Policies Agreement (the "Agreement") governs your use of the Canary Coaches diabetes prevention website, referred to here as the Canary Prevent Diabetes Web Site ("Web Site"), which is made up of various Web pages operated by ABK Ventures, Inc. d/b/a Canary Health. Your use of the Web Site constitutes your agreement to all the terms and conditions of this Agreement, without modification. **IF YOU DO NOT AGREE, DO NOT USE THE SITE.** Use of the words "we," "our," "us" and "operators" in this Agreement are meant to refer to ABK Ventures, Inc d/b/a Canary Health. Use of the words "you" or "your" are intended to refer to the individual using the Web Site, and who has agreed to do so subject to this Agreement.

We reserve the right to modify the terms and conditions of this Agreement and/or its policies at any time. You are responsible for regularly reviewing this Agreement. Any modifications are effective as of the date of posting. Your continued use of the Web Site after any modification will constitute your consent to such modification.

### PRIVACY AND SECURITY

An applicable Privacy Statement is incorporated herein by reference for all purposes. The Web Site and its operators reserve the right to modify the Privacy Statement in their reasonable discretion, subject to any applicable law. You are responsible for maintaining confidentiality of passwords, usernames and account information provided in connection with your use of the Web Site. The operators of the Web Site may contact you for marketing and other non-critical Web Site related communications. You may opt out of being contacted or receiving such information at any time by sending a request to [support@canarydpp.com](mailto:support@canarydpp.com)

By using the Web Site, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Web Site may be read or intercepted by others.

### LICENSE GRANT & LIMITATIONS ON USE

You are hereby granted a non-exclusive, non-transferable right to use the Web Site, solely for your own purposes, subject to the terms and conditions of this Agreement. The Web Site and its operators reserve all rights not expressly granted to you. You may use information on services purposely and clearly made available for downloading from the Web Site, provided that you (1) do not remove any proprietary notice language in any document, (2) use such information solely for your own personal, non-commercial informational purpose, (3) do not copy or post such information on any networked computer or broadcast it in any media, (4) do

not modify any downloaded information, and (5) do not make any additional representations or warranties relating to the information.

As a condition of your use of the Web Site, you warrant that you will not use the Web Site for any purpose that is unlawful or prohibited by this Agreement. You shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the content of the Web Site in any way; (ii) modify or make derivative works based upon the Web Site or its content; (iii) commercially exploit the Web Site or its content in any way; or (iv) create Internet "links" to the Web Site or "frame" or "mirror" any content contained in, or accessible from, the Web Site on any other server, wireless or Internet-based device. You agree not to reverse engineer the Web Site or the content, or access the Web Site in order to (i) build a competitive product or service; (ii) build a product using similar ideas, features, functions or graphics; or (iii) copy any ideas, features, functions or graphics of the Web Site.

You may not use the Web Site in any manner that could interfere with another party's use and enjoyment of the Web Site. More specifically, when using the Web Site, you will not: (i) send spam, junk email, chain letters, or duplicative or unsolicited messages; (ii) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others; (iii) publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information; (iv) upload files that contain viruses, Trojan horses, worms, time bombs, corrupted files, or any similar software or programs that may damage the operation of another's computer or property; (v) interfere with or disrupt the Web Site or data contained therein; (vi) attempt to gain unauthorized access to the Web Site or its related systems or networks; or (vii) violate any applicable law.

## **USERS ACCOUNTS**

All users of the Web Site receive a password and an account. As a user, you are entirely responsible for any and all activities that occur under your account whether authorized or not. You agree to notify the Web Site of any unauthorized use of your account or any other breach of security known to you.

## **LINKS TO THIRD PARTY SITES**

The Web Site may contain links to other Web Sites ("Linked Sites"). The Linked Sites are not under the control of the Web Site or its operators, and they are not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. We are not responsible for webcasting or any other form of transmission received from any Linked Site. Web Site provides the links to you only as a convenience, and the inclusion of any link does not imply endorsement by this Web Site or its operators or any association with its operators.

## **OWNERSHIP AND USE OF MATERIALS THAT YOU PROVIDE TO OR POST AT THE WEB SITE**

The operators of the Web Site do not claim ownership of the materials you provide to the Web Site (including feedback and suggestions) or post, upload, input or submit to any Web Site or its associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting any Submission, you are granting the operators of the Web Site, their affiliated companies and necessary sub-licensees permission to use your Submission in connection with the operation of their internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. The operators of the Web Site are under no obligation to post or use any Submission you may provide and may remove any Submission at any time in their sole discretion.

By posting, uploading, inputting, providing or submitting your Submission, you warrant and represent that you own or otherwise control all of the rights to your Submission including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of any Submission, and the operators of the Web Site shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any of your data.

The operators of the Web Site will not monitor, edit, or disclose any information regarding you or your account without your prior permission except in accordance with this Agreement, except as and to the extent specified in the Privacy Statement, and in particular its section regarding "Use of Your Personally Identifiable Information."

#### **TERM OF THIS AGREEMENT; TERMINATION**

This Agreement begins on the date you agree to use the Web Site. The operators of the Web Site may terminate your access to the Web Site and the related services or any portion thereof at any time, without notice.

The operators of the Web Site may, in any of their sole discretion, terminate your password, account or use of the Web Site and remove and discard any of your data, without notice, if you fail to comply with this Agreement. Upon such termination for cause, your right to use the Web Site will immediately cease. We will remove and/or provide copies of your data within a commercially reasonable period of time if you so request at the time of termination. You agree that otherwise the operators of the Web Site shall have no obligation to maintain any data stored in your account or to provide copies of any such data to you or any third party and may delete such data irretrievably more than 30 days after termination.

If applicable law requires us to provide notice of termination or cancellation, we may give prior or subsequent notice by sending a communication to any address (email or otherwise) that we have for you in our records.

## **YOUR USE OF COMMUNICATION SERVICES**

The Web Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.

Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.

Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.

Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.

Conduct or forward surveys, contests, pyramid schemes or chain letters.

Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.

Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.

Restrict or inhibit any other user from using and enjoying the Communication Services.

Violate any code of conduct or other guidelines that may be applicable for any particular Communication Service.

Harvest or otherwise collect information about others, including e-mail addresses, without their consent.

Violate any applicable laws or regulations.

The Web Site and its operators have no obligation to monitor the Communication Services. However, we reserve the right to review, edit, refuse to post, or remove any materials posted to a Communication Service in our sole discretion. We reserve the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever. We reserve the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, in our sole discretion.

Always use caution when giving out any personally identifying information about yourself or your DEPENDENTS in any Communication Service. The Web Site and its operators do not control or endorse the content, messages or information found in any Communication Service and, therefore, the Web Site and its operators specifically disclaim any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized Web Site spokespersons, and their views do not necessarily reflect those of the Web Site or its operators.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

#### **LIABILITY DISCLAIMER**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE WEB SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. THE OPERATORS OF THE WEB SITE MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE WEB SITE AT ANY TIME. ADVICE RECEIVED VIA THE WEB SITE SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

THE OPERATORS OF THE WEB SITE AND/OR THEIR SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE WEB SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. THE OPERATORS OF THE WEB SITE AND/OR THEIR SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE OPERATORS OF THE WEB SITE AND/OR THEIR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE,

INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE WEB SITE, WITH THE DELAY OR INABILITY TO USE THE WEB SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE WEB SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE WEB SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE OPERATORS OF THE WEB SITE OR ANY OF THEIR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEB SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEB SITE.

#### **APPLICABLE LAW, VALIDITY AND ENFORCEABILITY OF THIS AGREEMENT**

To the maximum extent permitted by law, this Agreement is governed by the laws of the State of California, U.S.A. and you hereby consent to the exclusive jurisdiction and venue of courts in Los Angeles County, California, U.S.A. in all disputes arising out of or relating to the use of the Web Site. Use of the Web Site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and the operators of the Web Site as a result of this Agreement or use of the Web Site. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this Agreement constitutes the entire Agreement between you and the operators of the Web Site with respect to the Web Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and the operators of the Web Site. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this Agreement and all related documents be drawn up in English. If you choose to access this site from locations outside the U.S., you do so at your own risk and are responsible for compliance with applicable local laws.

#### **ASSIGNMENT**

This Agreement may not be assigned by you without the prior written approval of the operators of the Web Site but may be assigned without your consent by the operators of the Web Site to (i) a parent or subsidiary of any of theirs, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

**COPYRIGHT, TRADEMARK NOTICES and copyright infringement notices:**

All contents of the Web Site are: Copyright 2020 by Canary Health and/or its suppliers. All rights reserved.

The names of actual companies and products mentioned herein may be the trademarks of their respective owners.

Any rights not expressly granted herein are reserved.

To submit a claim of alleged infringement for content available on the Web Site, email [support@canarydpp.com](mailto:support@canarydpp.com)

#### **QUESTIONS OR ADDITIONAL INFORMATION**

If you have any questions regarding this Agreement or wish to obtain additional information, please send an email to: [support@canarydpp.com](mailto:support@canarydpp.com)

## **Privacy Policy Prevent Diabetes - Authenticated User Website**

### **PRIVACY STATEMENT**

This Privacy Statement is intended to inform you about how certain Personally Identifiable Information and other information is collected on and used in operating the Canary Prevent Diabetes™ website, referred to here as the Web Site.

The Web Site offers its customers, such as you, the opportunity to browse and use certain features on the Web Site. The operators of the Web Site are committed to protecting your privacy while also developing technology that gives you the most powerful and safe online experience. This Privacy Statement governs data collection and usage, including your use of the recruitment or sign up web page and your use of all other interactive features offered or made available on the Web Site. By using the Web Site, you consent to the collection and use of your personal information and the data practices described in this Privacy Statement.

### **Collection of your Personally IDENTIFIABLE Information**

“Personally Identifiable Information” is information that can be used to uniquely identify or contact a single person. You are not required to provide the Web Site with any Personally Identifiable Information. Unless you provide such information through the Web Site, we will not collect it from you. However, in order to make full use of the Web Site’s features, receive information, participate in message boards and other chat features, you will need to provide certain Personally Identifiable Information to or through the Web Site.

The Web Site collects certain Personally Identifiable Information that you do provide, such as your e-mail address, name, home or work address or telephone number. The Web Site also collects anonymous demographic information, which is not unique to you, such as your ZIP code, age, gender, preferences, interests and favorites. If you become a participant in a program, then you may be asked to provide additional health information, such as your height, weight, caloric intake, physical activities and more so that you can benefit from the services offered in the program. All such information is subject to this Privacy Statement.

Please note that certain Personally Identifiable Information, including in particular any health information that you provide, may be subject to the privacy and security provisions of the federal HIPAA law (the “Health Insurance Portability and Accountability Act of 1996” and regulations implementing the law) and state laws that apply to confidentiality of personal and health information.

The Web Site will also automatically collect information about your computer hardware and software. This information may include: your IP address, browser type, domain names, access times and referring web site addresses. This information is used by the Web site for the operation of the service, to maintain quality of the service, and to provide general statistics regarding use of the Web Site.

Please keep in mind that if you directly disclose Personally Identifiable Information or personally sensitive data through the Web Site public message boards, this information may be collected and used by others. Note: The Web Site does not read any of your private online

communications.

We encourage you to review the privacy statements of web sites you choose to link to from the Web Site so that you can understand how those web sites collect, use and share your information. The operators of the Web Site are not responsible for the privacy statements or other content on any web site other than the Web Site.

#### Use of your Personally Identifiable Information

The Web Site collects and uses the Personally Identifiable Information you provide to operate the Web Site and deliver the services you have requested. The Web Site and its operators also use your Personally Identifiable Information as follows: to inform you of other products or services available from the Web Site and its operators; to share information with the employer or health plan sponsor through which you receive your health benefits, but only if they have promised to protect the information and to use it only for administration of your health benefits or as otherwise authorized by you and not to deny health benefits coverage; to contact you via surveys to conduct research about your opinion of current services or of potential new services; to share with trusted business partners to help us perform statistical analysis, send you email or postal mail, provide customer support, improve our services or content, or arrange for deliveries, but only if such third parties have agreed to use your personal information only to provide these services, and if they have agreed to keep your information confidential.

We do not sell, rent or lease our customer lists to third parties. We may, from time to time, contact you on behalf of external business partners about a particular offering that may be of interest to you. In those cases, your unique Personally Identifiable Information (e-mail, name, address, telephone number, health information) is not transferred to the third party.

We do not use or disclose sensitive personal information, such as race, religion, or political affiliations, without your explicit consent.

The Web Site keeps track of the web sites and pages you and our other customers visit within the Web Site, in order to determine what Web Site services are the most popular. This data is used to deliver customized content and advertising within the Web Site to customers whose behavior indicates that they are interested in a particular subject area.

The Web Site will disclose your personal information, without notice, only if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on the operators of the Web Site; (b) protect and defend the rights or property of the operators of the Web Site; and, (c) act under exigent circumstances to protect the personal safety of users of the Web Site, or the public.

#### **Security of your Personal Information**

The Web Site secures your personal information from unauthorized access, use or disclosure. The Web Site secures the Personally Identifiable Information you provide on computer servers in a controlled, secure environment, protected from unauthorized access, use or disclosure. When personal information (such as a credit card number) is transmitted to other web sites, it

is protected through the use of encryption, such as the Secure Socket Layer (SSL) protocol. The operators of the do not request personal information by sending emails. We only collect such information via the Web Site. If you receive an email purporting to be from us, please do not respond to it. Instead, please contact us immediately using the "Contact Information" below.

If you have provided Personally Identifiable Information, you may elect to have your data changed, deactivated from our files, or kept from being used for purposes other than the service requested, by following the instructions described in the "Contact Information" below. If you elect to have your data deactivated from our files, this will compromise your future ability to log into and use the Web Site. Otherwise, we will retain your information for as long as your account is active or as needed to provide you services.

The operators of the Web Site adhere to all federal and state laws that apply to use of your Personally Identifiable Information, including the federal HIPAA law. If any state or federal law or regulation governing your Personally Identifiable Information restricts us from using or sharing your information in any manner otherwise permitted under this Privacy Statement, we will follow the more restrictive law or regulation.

No Personally Identifiable Information will be sold or shared for marketing purposes without your authorization.

You will be notified upon a breach of any of your unsecured Personally Identifiable Information. "Unsecured Personally Identifiable Information" means protected health information, as defined by HIPAA, that is not rendered unusable, unreadable or indecipherable to unauthorized persons by using a technology or methodology approved by the Secretary of the federal Department of Health and Human Services.

### **Use of Cookies**

The Web Site uses "cookies" to help you personalize your online experience. A cookie is a text file that is placed on your hard disk by a web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you.

One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell the Web server that you have returned to a specific page. For example, if you personalize Web Site pages, or register with Web Site or related services, a cookie helps the Web Site to recall your specific information on subsequent visits. This simplifies the process of recording your personal information, such as billing addresses, shipping addresses, and so on. When you return to the same web site, the information you previously provided can be retrieved, so you can easily use the web site features that you customized.

You have the ability to accept or decline cookies. Most web browsers automatically accept

cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the Web Site services or other web sites you visit.

### **Changes to this Statement**

The operators of the Web Site will occasionally update this Privacy Statement to reflect changes in our information practices or based on company and customer feedback or changes in applicable law. We encourage you to periodically review this Statement to be informed of how your information is protected on the Web Site.

### **TERMS OF USE AGREEMENT**

Your access to and use of the Web Site requires acceptance of our related Terms of Use.

### **Contact Information**

We welcome your comments regarding this Privacy Statement. If you believe that the Web Site has not adhered to this Statement, please contact the Web Site at [support@canarydpp.com](mailto:support@canarydpp.com) We will use commercially reasonable efforts to promptly determine and remedy the problem.