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1. You Agree to These Terms by Using the Site

Your access to, and use of, the Site is subject to the following Terms of Use and all applicable laws and regulations. By accessing and using the Site, you accept, without limitation or qualification, these Terms of Use. StartUp Health may, at any time and without notice, modify these Terms of Use by revising them on the Site. Your continued use of the Site constitutes your acceptance of any such revisions. You should therefore periodically visit this page to review the current Terms of Use. You may not modify these Terms of Use except in a writing signed by StartUp Health.

If you do not agree and accept, without limitation or qualification, these Terms of Use, you must exit the Site immediately.

2. Permitted Use of the Site

The information and materials on the Site are provided to you for (a) general informational purposes, (b) registering for the StartUp Health Network, and (c) applying to enroll in our Academy for Health & Wellness Entrepreneurship or in other programs or offerings. You may use the Site solely for the purpose of learning about StartUp Health or accessing or using the functionality provided on the Site (such as application functionality). You may not use, reproduce, or distribute the text, graphics, downloads, tools, or any other content on the Site for any other purpose.

3. Interactive Features

The Site may, from time to time, offer features that allow our users to interact with each other. StartUp Health does not and cannot review content exchanged in connection with such interaction and is not responsible for the content of such interaction.

You acknowledge that by providing any interactive features on the Site, StartUp Health is merely acting as a passive conduit for such distribution and is not undertaking any obligation or liability related thereto. However, StartUp Health reserves the right to block or remove communications or materials that it determines to be unacceptable to StartUp Health in its sole discretion.

Harassment in any manner or form on the Site, including via e-mail, chat, or by use of obscene or abusive language, is strictly forbidden. Impersonation of others, including any StartUp Health personnel or representative, as well as other members or visitors on the Site is prohibited. You may not upload to, distribute, or otherwise publish through the Site any content which is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable which may constitute or encourage a criminal offense, violate the rights of any party, or which may otherwise give rise to liability or violate any law.

4. Information Submitted during Registration or Application

When registering for the StartUp Health Network or submitting an application to enroll in the Academy for Health & Wellness Entrepreneurship or other programs or offerings, you will be asked to provide certain information about your industry, your company, or your business (any such information, "Content"). By submitting the Content, you represent and warrant that:

- the Content does not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, or trade secret rights, of any third party;
- if your employer has rights to the Content, you have either (i) received permission from your employer to post or make available the Content, or (ii) secured from your employer a waiver as to all rights in or to the Content;
- the Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);

- the Content is not obscene and does not violate the privacy or publicity rights of any third party; and
- the Content is not provided in a manner that is misleading or misrepresents your skills or needs.

By submitting Content to StartUp Health, you grant StartUp Health a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt, and publish the Content solely for the purpose of evaluating your application and for the uses described in our Privacy Policy.

5. Notice; Electronic Communications

When you visit the Site or send e-mails to StartUp Health, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on the Site. 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.

6. Privacy

StartUp Health's Privacy Policy is incorporated and made part of these Terms of Use. You hereby agree to such Privacy Policy. Any information collected by the Site or that you transmit to the Site will be used by StartUp Health in accordance with the Privacy Policy.

7. Typographical Errors or Mistakes

StartUp Health shall have no liability for any errors or mistakes presented on the Site (such as an incorrect fee or price or an incorrect date or time). In the event of an error or mistake, StartUp Health's sole responsibility shall be to correct such error or mistake.

8. Disclaimer – Warranty

The site, its content, materials, and products on the site are provided "as is." To the fullest extent permissible pursuant to applicable law, StartUp Health HEREBY disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement.

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You agree to indemnify, defend, and hold harmless StartUp Health, its officers, directors, employees, agents, licensors, and suppliers from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these Terms of Use (including any negligent or wrongful conduct) by you or any other person accessing the Site using your Internet account.

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StartUp Health does not endorse the content, or any products or services available, on such sites. Nonetheless, StartUp Health seeks to protect the integrity of its website and the links placed upon it and therefore requests any feedback on not only its own Site, but for sites it links to as well (including if a specific link does not work).

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Software and other materials from the Site may be subject to U.S. Export Control. The U.S. Export Control laws prohibit the export of certain technical data and software to certain territories. No software from the Site may be downloaded or exported into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Sudan, Syria, or any other country to which the U. S. has embargoed goods; or anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders.

StartUp Health does not authorize the downloading or exportation of any software or technical data from the Site to any jurisdiction prohibited by the U. S. Export Control Laws.

16. Law and Jurisdiction

These Terms of Use and your use of the Site are governed by the laws of the State of New York, without regard to its choice of law provisions. The courts of general jurisdiction located within the State of New York, will have exclusive jurisdiction over any and all disputes arising out of, relating to or concerning these Terms of Use and/or the Site or in which these Terms of Use and/or the Site are a material fact.

17. Assignment

StartUp Health may assign its rights and duties under these Terms of Use to any party at any time without notice to you.

18. Questions and Feedback

We welcome your questions, comments, and concerns about the Site. Please send us any and all feedback pertaining to the Site to info@startuphealth.com.

Privacy Policy (Last updated 5-30-2013)

Your access to, and use of, the Site is subject to StartUp Health's Terms of Use. StartUp Health has created this Privacy Policy to explain what information we gather from you when you visit the Site, how we may use this information, and the security approaches we use to protect your information. This Privacy Policy is incorporated and made part of StartUp Health's Terms of Use.

By using the Site, you consent to the collection and use of your information by StartUp Health in accordance with this Privacy Policy. If we decide to change our privacy policy, we will post those changes on this page. Policy changes will apply only to information collected after the date of the change.

1. What information do we collect?

We collect different types of information from you when you visit the Site, register for the StartUp Health Network on the Site, submit an application to enroll in StartUp Health's Academy for Health & Wellness Entrepreneurship, otherwise apply to enroll in a StartUp Health affiliated program or offering, or when you respond to communication such as e-mail, or otherwise participate in another Site feature.

- We automatically collect non-personally identifiable technical information such as IP addresses and session identifiers.
- When registering for the StartUp Health Network or submitting an application to enroll in the Academy for Health & Wellness Entrepreneurship or other programs or offerings, we may ask you for certain personally identifiable information such as your name, e-mail address, mailing address, phone number, or other such information.
- Additionally, when registering for the StartUp Health Network or submitting an application to enroll in the Academy for Health & Wellness Entrepreneurship or other programs or offerings, we may ask you for general, non-personally identifiable information about your business, such as information that relates to the funding you have received to date, the particular skills that you have, the industries in which you are active, and general types of products, services, or relationships that your business provides or needs or that you would be otherwise interested in hearing about. When answering questions about certain aspects of your business, we ask you to answer such questions without disclosing any specific confidential or proprietary information. You do not have to provide information for many of the questions asked in the registration or application process.
- Like many websites, we also use "cookies" to enhance your experience and gather information about visitors and visits to the Site. Please refer to the "Do we use 'cookies'?" section below for information about cookies and how we use them.

2. How do we use your information?

We may use the information we collect from you when you register, purchase products, respond to a survey or marketing communication, surf the Site, or use certain other Site features in the following ways:

- We use non-personally identifiable technical information collected by the Site to analyze trends, to administer the Site, to track user activities, to infer user interests, and to otherwise induce, deduce, and gather information about individual users and activity on the Site.
- We use the information you provide when registering for the StartUp Health Network to contact you about StartUp Health programs or offerings, to aggregate for statistical analysis (such as the information presented on our StartUp Health Insights page), to share with our third party sponsors, program affiliates, or other third parties that we feel may be appropriate business relationships, and to administer promotions, surveys, or other Site features.
- We use the information you provide when submitting an application to enroll in the Academy for Health & Wellness Entrepreneurship or other programs or offerings to communicate with you, to evaluate your application, to determine whether you meet criteria for enrollment, and to determine what programs and offerings we should offer. We may also share the information you provide with our third party sponsors, program affiliates, or other third parties that we may feel would be appropriate business relationships.

- We use cookies to personalize your Site experience and to allow us to deliver the type of content and product offerings in which you are most interested.

3. Do we disclose the information we collect to outside parties?

We generally do not disclose your personally identifiable information to outside parties except: (a) if we provide you with advance notice, (b) to evaluate you for enrollment in the Academy for Health & Wellness Entrepreneurship or for you to be considered in other programs or offerings, or (c) to provide your information to third party sponsors, program affiliates, investors, or other third parties that we feel may be appropriate business relationships. The term "outside parties" does not include website hosting partners and other parties who assist us in operating our Site or conducting our business. In each instance we disclose your personally identifiable information to outside parties, we will use commercially reasonable efforts to enter into an agreement protecting your personal information in a manner consistent with this Privacy Policy.

Non-personally identifiable information submitted during registration or in connection with any program application process may be freely shared with third parties that work with StartUp Health to evaluate your application for the specific program for which you applied, to provide our sponsors with information about the types and nature of companies that apply to our programs, and with other third parties that we feel may be appropriate business relationships.

In the event that we sell our company, or otherwise transfer any assets of our company, we may provide your information to the purchaser so that you may continue the relationship or business with us and our programs and offerings. We may also release your information when we believe release is appropriate to comply with the law, enforce our Site policies, or protect ours or others' rights, property, or safety.

If you have any questions or comments about the way your information is shared, please contact info@startuphealth.com.

4. Correction/Updating Personal Information

You can correct or update any information you provide when registering for the StartUp Health Network or for applying to the Academy for Health & Wellness Entrepreneurship by updating the associated application through the process provided on the Site. If you feel there is an important error in your personally identifiable information, please contact us by electronic-mail at info@startuphealth.com.

5. Do we use "Cookies"?

Yes. Cookies are small files that a website or its service provider transfers to your computer's hard drive through your Web browser (if you allow) that enables the website's or service provider's systems to recognize your browser and capture and remember certain information. For instance, we use cookies to help you remember your login information. Cookies are also used to help us understand your preferences based on previous or current Site activity, which enables us to provide you with improved functionality. We also use cookies to help us compile aggregate data about Site traffic and Site interaction so that we can offer better Site experiences and tools in the future.

We may contract with third-party service providers to assist us in better understanding our Site visitors. These service providers are not permitted to use the information collected on our behalf except to help us conduct and improve our business.

You can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies. You do this through your browser (like Mozilla Firefox or Internet Explorer) settings. Each browser is a little different, so look at your browser Help menu to learn the correct way to modify your cookies. If you turn cookies off, you won't have access to many features that make your Site experience more efficient and some of our services will not function properly.

6. Safeguarding Your Personal Information

StartUp Health follows generally accepted industry security standards to safeguard and help prevent unauthorized access, maintain data security and correctly use such personal information. However, no commercial method of information transfer over the Internet or electronic data storage is known to be 100% secure. As a result, we cannot guarantee the absolute security of that information during its transmission or its storage in our systems.

7. Privacy and Third Party Links

This Privacy Policy applies solely to information collected by our Site, www.startuphealth.com. In an attempt to provide you with increased value, we may include third party links on our Site. These linked sites have separate and independent privacy policies. We therefore have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our Site and welcome any feedback about these linked sites (including if a specific link does not work).

8. Questions and Feedback

We welcome your questions, comments, and concerns about the Site. Please send us any and all feedback pertaining to the Site to info@startuphealth.com.

9. Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide personal information in obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g. requests made in 2013 will receive information regarding 2012 sharing activities).

To obtain this information from StartUp Health please send an email message to info@startuphealth.com with "Request for California Privacy Information" on the subject line and in the body of your message. We will provide the requested information to you at your e-mail address in response. Not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

10. European Union

The Site is available globally and certain of our sponsors or affiliate organizations may operate globally. Therefore, when knowingly using or disclosing personal information transferred from the European Union, we abide by the Safe Harbor Principles as set forth by the U.S. Department of Commerce, use standard contract clauses approved by the European Commission, adopt other means under European Union law for ensuring adequate safeguards, or obtain your consent.