

EvolvHealth, LLC

Terms of Use

Last updated: June 2018

Please read these Terms of Use ("Terms", "Terms of Use") carefully before using the evolvhealth.com, Myevolv.com, Myevolv.net and Uevolvcntr.com websites our other properties including our mobile sites (collectively referred to as the "Service") operated by Evolv Health, LLC ("Evolv", "us", "we", or "our").

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms.

By accessing or using the Service, you agree to be bound by these Terms. If you disagree with any part of the Terms, then you do not have permission to access the Service.

Communications

By creating an Account on our Service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email or other correspondence that we may send.

Content

Our Service provides you with access to our sites, and may provide you with a replicated site, in the instances where our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content"), you are responsible for the Content that you post on or through the Service, including its legality, reliability, and appropriateness.

For the enjoyment of everyone in the Evolv community, please note that articles posted by Affiliates or Social Business Partners cannot offer non-Evolv products or services for sale. Additionally, posts cannot contain non-Evolv related self promotion, affiliate links, advertising, third party marketing or similar offers. Content that violates our Community Guidelines or Terms of Use will be removed from the site without notice.

By posting Content on or through the Service, you represent and warrant that: (i) the Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms, and (ii) that the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights or any other rights of any person or entity.

We reserve the right to terminate the account of anyone found to be infringing on a copyright or other intellectual property.

You retain any and all of your rights to any Content you submit, post or display on or through the Service and you are responsible for protecting those rights. We take no responsibility and assume no liability for Content you or any third-party posts on or through the Service. However, by posting Content using the Service you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service and/or with Evolv collaborators as we deem appropriate. You agree that this license includes the right for us to make your Content available to other users of the Service, who may also use your Content subject to these Terms.

Evolv Health, LLC has the right but not the obligation to monitor and edit all Content provided by users.

In addition, Content found on or through this Service are the property of Evolv Health, LLC or used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain other than the promotion of Evolv products, without the express advance written permission from Evolv.

If you use the Service, you agree that you will not use any technological means whatsoever including, but not limited to, robots, spiders or any scraping technology designed to access, scrape or retrieve any data from the Service including content, design elements or member data, for personal use, commercial use or any other use whatsoever.

Accounts

When you create an account with us, you guarantee that you are above the age of 13 and that the information you provide to us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service.

The Service may contain content that is not appropriate for all users. Evolv does not knowingly collect or solicit personal information from anyone under the age of 13 or knowingly allow such persons to register on our Sites without consent of a legal guardian. If we become aware that a user under the age of 13 has registered with any of our Sites, provided personally identifiable information, and Evolv has not obtained prior verifiable consent from a parent or legal guardian, the user profile will immediately be removed from our files.

If you are under 13, please do not register on our site or send any personally identifiable information to our Sites. If you believe that we might have any information from a user under the age of 13, please contact us at info@evolvhealth.com.

Some features of the Service, including, but not limited to contests, require users to be 18 years of age or older (or other such ages as governed by state legislation). You agree not to access or use those features if you are under 18 years of age (or other such age depending on your location).

When you create an account on our Service, the information you provide must be accurate, complete and truthful. You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account. You may never use another Affiliate or Social Business Partner's account without permission.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

Evolv may, at its sole discretion, terminate, suspend or block you (the "User") from accessing our Service if, in Evolv's opinion, the User violates any portion of our Terms of Use. Evolv will have no liability whatsoever with regards to our decision to block a User.

Copyright Policy

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on the Service infringes on the copyright or other intellectual property rights ("Infringement") of any person or entity.

If you are a copyright owner or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim via email to info@evolvhealth.com, with the subject line: "Copyright Infringement" and include in your claim a detailed description of the alleged Infringement as detailed below, under "DMCA Notice and Procedure for Copyright Infringement Claims"

You may be held accountable for damages (including costs and attorneys' fees) for misrepresentation or bad-faith claims on the infringement of any Content found on and/or through the Service on your copyright.

DMCA Notice and Procedure for Copyright Infringement Claims

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest;
- a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
- identification of the URL or other specific location on the Service where the material that you claim is infringing is located;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our Copyright Agent via email at info@evolvhealth.com

Under federal law, if you knowingly misrepresent that online material is infringing on a copyright, you may be subject to criminal prosecution for perjury and civil penalties, including monetary damages, court costs and attorneys' fees.

In accordance with the DMCA and other applicable law, Evolv, at our discretion, follows a policy of terminating access to the Service for members who infringe upon copyright.

Intellectual Property

The Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of Evolv and its licensors. The Service is protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Evolv.

Links to Other Web Sites

Our Service may contain links to third party websites or services that are not owned or controlled by Evolv.

Evolv has no control over and assumes no responsibility for the content, copyright, privacy policies, or practices of any third-party websites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that Evolv shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such third-party websites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit.

Termination

We may terminate or suspend your account and ban access to the Service immediately, without prior notice or liability, at our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms or our Policies and Procedures.

If you wish to terminate your account, you may simply discontinue using the Service.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

As a User, you are solely responsible for the content that you post and any interaction that you may enter into with other Users on our Service as a result of your content or any other content on which you comment. Evolv has no obligation to monitor interactions between Users but we reserve the right to do so and remove content that is inappropriate, defamatory or in violation of our Terms of Use and/ or our Policies and Procedures. Evolv is not and shall not be liable for any interaction between Users.

Indemnification

You agree to defend, indemnify and hold harmless Evolv and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages,

obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password; b) a breach of these Terms, or c) Content posted on the Service.

Limitation of Liability

In no event shall Evolv nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Evolv, its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

Governing Law

These Terms shall be governed and construed in accordance with the laws of Texas, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have had between us regarding the Service.

FTC Disclosure

Evolv provides internal and user-generated testimonial content as a part of our Service. Those providing testimonials are not directly compensated for providing testimonials, however those providing testimonials are compensated through our Affiliate program and/or our Social Business Partner program in which they participate in the H.O.P.E Movement.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

Contact Us

If you have any questions about these Terms, please contact us using the contact information on our website.