

Knapsack – Terms of Service and Use

TERMS OF SERVICE AND USE

These Terms of Service and Use (“TOS”) constitute a legally binding agreement between Knapsack Health, LLC (“Company”), and users (“You”) of the mobile application “Knapsack” as well as any other mobile applications owned or operated by the Company, any websites owned or operated by the Company, and any communication tools including email or any other content delivery method owned, operated, or utilized by the Company (collectively, the “Knapsack Services”). These TOS incorporate by this reference the Company’s Privacy Policy, available [here](#).

Please read these TOS carefully and in their entirety before creating an Account, using the Knapsack Services, or purchasing goods or services from the Company. You agree to be bound by these TOS by creating an Account, using the Knapsack Services, or purchasing goods or services from the Company. If you do not agree to these TOS, you are not permitted to create an Account, use the Knapsack Services, or purchase goods or services from the Company.

KNAPSACK SERVICES

Knapsack is a mobile application that allows you to store medical records and medical insurance information on your mobile device and/or in a cloud storage location operated by Company. You may thereafter request copies of some or all of these records. Upon receiving such your request, the Company shall deliver the records to you via email, with the records attached in an encrypted portable document format (secure pdf) file. The foregoing services constitute the core, but not the entirety, of what are collectively referred to as the Knapsack Services. The Company plans to expand and build upon the Knapsack Services over time in an effort to make more features and services available to you. To use the Knapsack Services, you must first create an Account.

ACCOUNT CREATION

You can download Knapsack from the Google Play Store or the Apple App Store. When you open Knapsack you will be prompted to create an Account. Should you choose to create an Account, you will be prompted to provide information needed for Company to open the Account, which information may include, but is not necessarily limited to, the following: full name, address, telephone number, email address, and/or payment information. You must accept these TOS to create an Account.

People under thirteen (13) years of age are not permitted to open an Account, use the Knapsack Services, or purchase goods or services from the Company. Persons who are thirteen (13) years of age or older but less than eighteen (18) years of age may open an Account, use the Knapsack Services, or purchase goods or services from the Company if, and only if, they have permission from at least one of their parents or legal guardians.

SERVICE PLANS

The Company does not charge you a fee to use the Knapsack Services, but as a condition of using the Knapsack Services you hereby agree that the Knapsack Services may display advertisements on one or more of its platforms.

GIFT CARDS

Use of Company Gift Cards is subject to the gift cards' terms and conditions of use.

PROMOTIONS

Use of promotional codes, discounts, coupons or similar promotions are subject to the specific terms and conditions of the particular promotion and these TOS. To be eligible for a specific promotion, your order must be submitted within the specified promotion period. Unless otherwise expressly stated in the applicable promotion's terms and conditions, no more than one promotion may be applied to an Account at any one time.

TRANSMISSION AND STORAGE OF MEDICAL RECORDS

After you have installed Knapsack and created an Account, you will be ready to input your medical information. You can store existing medical records in the Knapsack application so long as they are available on or through your mobile device in the following formats: portable document format (.pdf), Microsoft Word (.doc or .docx), joint photographic experts group (.jpg or .jpeg), tagged image file (.tif), or portable network graphics (.png).

When you move files to Knapsack, you will have the option to store them either on your device's local memory, the Company's cloud server, or both.

If you choose to store files in the local memory of your mobile device, you will be prompted to encrypt the data on your mobile device if you have not already enabled encryption. The Knapsack Services rely on your mobile device's encryption system to encrypt any data stored in your mobile device's local memory. It is not possible to use the Knapsack Services to store your files on the local memory of your device without enabling encryption. Most mobile devices allow locally-stored data to be decrypted with a thumbprint, pattern, personal identification number (PIN), or a password. After encryption is enabled the Knapsack Services will prompt you to move your medical records into a specific folder in the local memory of your mobile device that will be reserved for use by the Knapsack Services (the "Knapsack Folder"). In the event that you lose your mobile device, Company has the ability to remotely and securely delete the files in this folder. Company hereby advises you not leave your medical data in the local storage of your mobile device because in the event you lose your device, Company can only remotely and securely delete those files that have been moved into the Knapsack Folder.

If you choose to store files on the cloud server utilized by the Knapsack Services, you will be prompted to select the relevant files. The Knapsack Services will then transmit the files to the cloud server using Secure Sockets Layer (SSL) encryption. Use of SSL encryption ensures that your data remains confidential as it passes through various devices, services, and servers on its way to the cloud server. You will then be prompted to either delete the files from the local memory of your mobile device or move those files into a special folder in the local memory as described above.

When you want to access the medical files you have stored through the Knapsack Services, you can open the Knapsack application and indicate which files you want to have delivered. The Knapsack Services will then obtain these files from your mobile device's local memory or the cloud server and send them to you via email. The email will be sent to the email address you provided when you opened your Account. The email will designate the Company as the sender, and the body of the message will state that the requested information is attached

along with instructions to open the attachment. The files will be attached to the email as an encrypted portable document format (secure pdf) file. The password to decrypt and open the file is your birthday. Simply open the attachment, wait for the decryption prompt, type your birthday in the following format DD-MM-YYYY, and the file will then open in Adobe Reader. If you do not already have Adobe Reader installed on your mobile device, you can download it for free from the Google Play Store or the Apple App Store.

Adobe and Adobe Reader are trademarks of Adobe Systems Incorporated, which is a separate company that is not affiliated with or an endorser of Company or the Knapsack Services.

SERVICE CANCELLATIONS

You can cancel the Knapsack Services by selecting the appropriate option in the Knapsack application, or by emailing the Company's Customer Service department at noreply@knapsackhealth.com. Please include your name, date of birth, and account number in any communications with Customer Service.

When the Company receives your request to cancel your service, Company shall close your Account and securely delete any data you have stored on the cloud server utilized by the Knapsack Services. Please allow thirty (30) days for Company to process your service cancellation request.

REPRESENTATIONS AND WARRANTIES

By creating an Account, using the Knapsack Services, or purchasing goods or services from the Company, you represent and warrant that a) you are at least eighteen (18) years old, or at least thirteen (13) years old but not yet eighteen (18) years old and you have permission from one or more of your parents or legal guardians to open an Account, use the Knapsack Services, and/or purchase goods or services from the Company; b) are a citizen of the United States of America who is accessing the Knapsack Services from a domestic location; c) all information you have supplied to Company is true and correct; d) you are legally competent; e) you accept these TOS and the Privacy Policy in their entirety; f) you have secured any necessary authorizations, including but not limited to authorization to utilize the payment method you select to pay for the Knapsack Services or any other goods or services your purchase from the Company; g) it is your exclusive obligation to know the laws, rules, regulations, and guidelines of the jurisdiction applicable to you, and you hereby represent and warrant that your use your Account and the Knapsack Services shall at all times comply with all such laws, rules, regulations, and guidelines; and h) you will not, now or in the future, either directly or through a third party, copy, modify, create derivative works, reverse engineer, disassemble, distribute, sell or license any of the Knapsack Services or the content therein, or any part thereof, to any third party.

ACCOUNT RULES

You may use your Account and the Knapsack Services only for personal, non-commercial use. Any other use is prohibited. You may open only one Account. You shall not exceed, or attempt to exceed, the authorizations associated with your Account and the Knapsack Services.

You shall not, directly or indirectly (i.e. through the use of a third party), access or attempt to access the Account of any other user of the Knapsack Services, or distribute software, tools, or instructions to enable such access. You shall not use Company, the Knapsack Services, or your Account for any illegal, unlawful, or criminal activity, or in any manner that violates the rights of a third party.

If you decide to voluntarily grant access to your Account to a third party, you are responsible for any and all acts and omissions that such third party may take in connection with your Account. You agree to hold Company harmless for any acts or omissions taken by such third party, and shall indemnify Company from any and all liability arising out of, connected to, or related to any act or omission of any third party using your Account or using the Knapsack Services on your behalf.

Company reserves the right to review, monitor, record, and/or disclose any information as may be necessary to comply with any applicable laws, regulations, legal process, or governmental request. Should Company determine, in its sole discretion, that the activity on your Account is suspicious or related to any act or omission that would violate these TOS, or any illegal, unlawful, or criminal activity, Company may but is not required to terminate or suspend your Account, decline or delay any pending transactions, and/or decline or delay any new transactions.

RESPONSIBILITIES FOR ACCOUNT SECURITY

You shall keep your login and password associated with your Account confidential. You are responsible for safeguarding your Account, the login and password associated with your Account, your decryption key for your mobile device, and any security verification methods or information associated with your Account. You are hereby advised, and hereby accept the risk, that if you fail to maintain the confidentiality or security of your login, password, decryption key, or security verification methods, your Account may be accessed by third parties, and you may be harmed as a result. Possible harms include, but are not necessarily limited to, public disclosure of your medical records, harm to your reputation, extortion by third parties, and/or financial losses. In no event shall Company be liable for any damages or losses which may be sustained, by you or by third parties, as a result of your failure to maintain the confidentiality and security of your login, password, decryption key, or security verification methods, or as a result of any your failure to act upon Account information notifications and security alerts, or as a result of you storing medical records in the local memory of your mobile device in any location other than the Knapsack Folder.

You shall immediately notify Company in writing if you learn or suspect that your Account has been accessed without authorization, or that your login, password, decryption key, or security verification methods have been compromised.

COMMUNICATIONS

The Company may send emails to you regarding Company, the Knapsack Services, your Account, and/or transactions involving your Account. These emails are required to maintain your Account. You agree to receive and review these emails from Company. If you block or unsubscribe from these emails, Company may but is not required to terminate your Account without further notice.

In addition, Company may from time to time send you emails about promotions or offers, which you may opt-out of by using the “Unsubscribe” link at the bottom of any such promotional email.

USE OF INFORMATION

Company may use some or all of the information you provide to Company to provide you with products or services, including improvements to Company’s provision of products and services. Company’s provision of these products and services may require Company to disclose some or all of your information to third parties. You are hereby informed that Company may submit inquiries to third parties to verify your identity and to confirm information you provide to Company, for purposes including, but not necessarily limited to, preventing misidentification, fraud, suspicious activity, money laundering, and any other type of illegal, unlawful, or criminal activity. Company may take action in response to the result of such inquiries, which result shall depend on the circumstances of the particular case, and which action shall be determined by Company in its sole discretion. You are hereby informed that Company may provide third parties with some or all of the information you provide to Company in order for Company to comply with legal obligations including, but not necessarily limited to, legal process, subpoenas, investigations, and criminal prosecution. You hereby consent to such inquiries and disclosures of information.

Unless authorized by law, Company will not disclose your Protected Health Information to a third party without your consent.

RIGHTS RESERVED TO COMPANY

Company reserves the right to correct any errors, inaccuracies, or omissions on the Knapsack Services and to change or update information for goods or services offered. Company reserves the right, in its sole discretion, to change prices of goods and services without prior notice.

Company reserves the right to refuse to process any order in which your payment is declined for any reason. Company will endeavor to provide you with notice of any such declined transaction, but is not required to provide such notice, and is not liable for any harm resulting from the failure to provide such notice.

Company reserves the right to decline, modify, limit, delay, or cancel orders that, in Company’s sole judgment, appear to be from unauthorized parties. Company reserves the right to prohibit you from using anonymity tools, such as virtual private networks or other mechanisms or devices that obfuscate your identity, location, internet protocol address, and media access control address (MAC ID) from accessing or using your Account, the Knapsack Services, and/or the Company.

If your payment method is charged for an order that Company later modifies, declines, or cancels, Company shall issue you a refund for the amount of the change. Company apologizes in advance for any inconvenience this may cause. The refund will be issued as a credit to the payment method you used to pay for your order.

Company reserves the right, in its sole discretion, to decline to open an Account for you.

Company reserves the right, in its sole discretion, to suspend, restrict, limit, or terminate your access to your Account, the Knapsack Services, and/or the Company at any time and for any reason, including but not limited to maintenance.

DISCLAIMERS AND LIMITATIONS ON LIABILITY

Company cannot, and does not, guarantee that your Account, the Knapsack Services, and/or the Company will always be available to you. Pricing and availability is subject to change at any time and without notice.

Company makes efforts to maintain correct information pertaining to your Account and information provided through the Knapsack Services, but you are hereby advised and acknowledge that your Account and the Knapsack Services, including the content therein, may contain errors or inaccuracies. You know the information that should be in your Account and that should be provided through the Knapsack Services better than Company, and are therefore responsible for ensuring the accuracy of that information. You should immediately report any errors to the Company's Customer Service department at hello@knapsackhealth.com. Please include your name, date of birth, and account number in any communications with Customer Service. Company reserves the right to change or update your Account and the Knapsack Services and content therein to correct such errors without giving you prior notice.

You hereby acknowledge and agree that it is your responsibility to verify information before acting on it, and any decisions you make based in whole or in part on your Account, the Knapsack Services, and then content therein, are your sole responsibility, and Company has no liability for such decisions or actions.

Your Account, the Knapsack Services, and the content therein may include links to other websites or third party materials, which may be provided as a convenience, but Company does not warrant or guarantee that such websites or third party materials are or shall remain accurate and available. Company is not responsible for the content or services offered by any third party, or on any third-party websites accessible through or linked to your Account or the Knapsack Services.

Any and all use of the internet carries inherent risks, including but not necessarily limited to viruses, malware, spyware, Trojans, worms, ransomware, phishing scams, spear-phishing scams, spoofing, intercepted communications, failure of communication, and/or failure of services. Company shall not be liable for any damage or harm caused by these and other such risks, including but not necessarily limited to infection of your computer, systems, hardware, software, servers, networks, and other equipment. You shall utilize comprehensive antivirus and anti-spyware software on any device that you use to connect to your Account or the Knapsack Services.

You are hereby advised to use caution and reasonable sense when reviewing emails, text messages, and other communications that purport to originate from Company or the Knapsack Services, and verify the authenticity of any communication that would appear suspicious to a reasonable person. As a reminder, Company will never ask for your password, and any communication that purports to do so is a scam to which you should not respond, but which you should instead report to Company for investigation. You can report any such concerns to the Company's Customer Service department at hello@knapsackhealth.com. Please include your name, date of birth, and account number in any communications with Customer Service.

Company hereby advises you to log into your Account only through the Knapsack Services and to never utilize any third party software or service to access your Account. While Company strives to protect your information, Company cannot and does not ensure or warrant the security of any information you provide to Company. You acknowledge and assume this risk by accepting these TOS.

The Knapsack Services are provided on "as is" and "as available" basis without any representation or warranty, whether express, implied or statutory. Company specifically disclaims any implied warranties of title, merchantability, and/or fitness for a particular purpose.

In no event shall Company, including its officers, directors, members, managers, contractors, agents, joint venturers, attorneys, employees, or representatives, be liable to you or anyone on your behalf, for any indirect, special, incidental, intangible, punitive, or consequential damages, whether based in contract, tort, negligence, strict liability, or otherwise, arising out of or in connection with authorized or unauthorized use of your Account, the Knapsack Services, the Company, or through a breach of these TOS.

FORCE MAJEURE

Company shall not be liable for delays, failure in performance, or interruption of service which results directly or indirectly from any cause or condition beyond its reasonable control, including without limitation, the following: earthquake, storm, accident, explosion, flood, perils of the sea, the elements, casualty, lock-outs, power failures, telecommunications failures, fire, other acts of nature, epidemic, war (whether or not declared), riot, sabotage, hostility, public disturbance, cessation of transport, act of public enemies, prohibition, terrorism, enduring unavailability of materials or machinery necessary to manufacture products, act by a government or public agency, embargo, strike, or other labor dispute or work stoppage.

RELEASE AND INDEMNIFICATION

You shall defend, indemnify and hold Company, including its officers, directors, members, managers, contractors, agents, joint venturers, attorneys, employees, and representatives, harmless from any claim or demand (including damages, attorneys' fees, costs, fines, fees, interest, or penalties), arising out of or related to your breach of these TOS; your use of Company, the Knapsack Services, and/or your Account; your violation of any law, rule, regulation, or guideline applicable to you; and/or your violation of the rights of any third party, regardless of whether such violation was intentional.

ENTIRE AGREEMENT

These TOS, including the Privacy Policy incorporated herein, constitute the entire agreement between you and Company and shall supersede any and all prior and contemporaneous negotiations, correspondence, understandings and agreements of any kind (including without limitation any prior versions of these TOS), between you and Company with respect to the subject matter hereof.

AMENDMENT

The Company may amend or modify these TOS at any time and without notice. The Company shall notify you by making the revised TOS available to you through the Knapsack

Services, and the revised TOS shall be effective from that date forward. Your continued use of the Company, the Knapsack Services, and/or your Account constitutes your acceptance of the revised TOS. If you do not agree with any modification or amendment of these TOS, your sole and exclusive remedy is to terminate your use of the Company, the Knapsack Services, and your Account. The Company may suspend, alter, or terminate, with immediate effect and without notice, the operation of the Company, the Knapsack Services, and/or your Account. You agree that the Company shall not be liable to you or any third party for any modification or amendment of these TOS and any changes in the Company, the Knapsack Services, and/or your Account.

ASSIGNMENT

The Company may assign the Company's rights and responsibilities under these TOS, including information the Company collects about you, to certain entities including without limitation any successor in interest of the Company, or any other entity with whom the Company merges or is acquired by, or to any entity that purchases substantially all of the Company's assets. You may not assign any rights and/or licenses granted under these TOS. Any attempted transfer or assignment in violation of this clause shall be null and void. Subject to the foregoing, these TOS shall inure to the benefit of you and the Company, including each of their respective successors and permitted assigns.

HEADINGS

Section headings in these TOS are for convenience only, and shall not govern the meaning or interpretation of any provision of these TOS.

RELATIONSHIP BETWEEN THE PARTIES

The relationship between you and the Company is that of independent contractors, and nothing in these TOS shall be deemed to create between you and the Company any other form of relationship. You and the Company shall not be deemed to be partners, joint ventures, or agents. You are not authorized to make any representations or obligations on behalf of the Company.

REMEDIES FOR BREACH

In the event that you violate these TOS, the Company may but is not required to immediately terminate your access to the Company, the Knapsack Services, and/or your Account, and any pending transactions associated therewith. You shall be responsible for any losses incurred by the Company as a result of such violation of these TOS and/or the termination of your access to the Company, the Knapsack Services, and/or your Account. In the event of a material breach of these TOS by Company, your remedy is limited to the amount you paid to Company.

WAIVER

No waiver of any default hereunder by the Company or any failure to enforce the Company's rights hereunder shall be deemed to constitute a waiver of any subsequent default with respect to the same or any other provision hereof.

SEVERABILITY

Whenever possible, each term and provision of these TOS shall be interpreted in such manner as to be valid and effective under applicable laws, but, if any term or provision of these TOS is held by a court of competent jurisdiction to be invalid or unenforceable, such term or provision shall be invalid and ineffective only to the extent of such invalidity or unenforceability, without invalidating or making unenforceable the remainder of these TOS. In the event of such invalidity or unenforceability, you and the Company shall use reasonable efforts to seek and agree on an alternative valid and enforceable provision that preserves the original purpose and intent of these TOS.

SURVIVAL

These TOS shall extend beyond the expiration or termination of these TOS insofar as they contain clauses pertaining to suspension, termination, closure of your Account, debts owed by you to the Company, your access to and use of the Knapsack Services, and disputes between you and the Company.

GOVERNING LAW, EXCLUSIVE JURISDICTION, AND ATTORNEYS' FEES AND COSTS

The construction, validity and performance of these TOS shall be governed in all respects by the laws of the United States of America, as supplemented by the laws of the State of Arizona, including but not limited to Arizona's statutes of limitations, without giving effect to any conflict-of-laws or other rule that would result in the application of the laws of a jurisdiction other than the United States of America or the State of Arizona.

By accessing or using the Company, the Knapsack Services, and/or your Account, you agree that the collection, use, transfer, and disclosure of your information and communications will be governed by the applicable laws of the United States of America, as supplemented by the laws of the State of Arizona.

The United Nations Convention on the International Sale of Goods shall not apply.

You and the Company hereby irrevocably stipulate to exclusive jurisdiction, venue, and forum in the state and federal courts located in Maricopa County, Arizona, for any dispute arising out of these TOS, and to the greatest extent possible waive any defense of *forum non-conveniens*.

In the event that any claim, suit, action, or proceeding is instituted or commenced by either party against the other party arising out of, or related to, these TOS, the prevailing party shall recover its attorneys' fees and costs from the non-prevailing party at both the trial and appellate levels. You and the Company irrevocably and unconditionally waive any right either party may have to a trial by jury in respect of any claim, suit, action, or proceeding arising out of or relating to these TOS or the transactions contemplated hereby.