

## TERMS OF USE

Health is Wealth, LLC, d/b/a Health is Wealth Family Care and Health is Wealth Consulting, LLC (collectively, “**HIW**”, “**We**”, “**Us**”, or “**Our**”) offers its services and the use of its web site (along with the content posted thereon, the “**Services**”) subject to the terms and conditions contained herein (the “**Agreement**”). By accessing, creating or contributing to any web site located at [www.healthiswealthfc.com](http://www.healthiswealthfc.com) (the “**Site**”), and in consideration for the Services we provide to you (referred to hereinafter as “**Client**”) in any form, format, or medium, you agree to abide by this Agreement. We reserve the right to change, at any time, at our sole discretion, this Agreement and/or the terms under which the Site or Services are offered. You are responsible for regularly reviewing this Agreement for changes.

BY COMPLETING THE REGISTRATION PROCESS, CLIENT ONBOARDING PROCESS, AND/OR USING THIS SITE AND/OR SERVICES, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT WISH TO BE BOUND BY THE THIS AGREEMENT, PLEASE EXIT THE SITE NOW AND DO NOT COMPLETE AND SUBMIT NEW CLIENT ONBOARDING DOCUMENTS. YOUR REMEDY FOR DISSATISFACTION WITH THIS SITE, OR ANY PRODUCTS, SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE ON OR THROUGH THIS SITE OR MADE AVAILABLE BY US IS TO STOP USING THE SITE AND/OR THOSE PARTICULAR PRODUCTS OR SERVICES. YOUR AGREEMENT WITH US BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF YOUR USE OF THIS SITE AND/OR OUR SERVICES.

**1. Medical Content.** The information contained on this Site is presented in summary form only and intended to provide broad consumer understanding and knowledge of health-care, dietary, nutrition, and physical fitness topics. The information should not be considered complete and should not be used in place of a visit, call, consultation, or advice of your physician or other health-care provider. HIW does not recommend the self-management of health problems or medical matters. Information obtained from this Site is not exhaustive. Should you have any health-care or medical-related questions, please call or see your physician or other health-care provider promptly. You should never disregard medical advice or delay in seeking it because of something you have read or learned from this Site.

**2. Communication with Us; Client Medical Records.** Client shall transmit personal health care information only via HIW’s secure portal. Client understands that it is the Client’s responsibility to provide HIW with accurate and complete medical records. Client understands that he or she is responsible for requesting and bearing the costs of obtaining any medical records necessary for HIW to provide the Services. Client shall cooperate with HIW by providing all necessary information and assistance requested as needed to comply with this Agreement. Unencrypted email, texting, and cell phones are not a secure method to send or receive medical records, health information, or other potentially sensitive information. As such, Client expressly waives HIW’s obligation to guarantee confidentiality with respect to communications using such means.

**3. Mutual Representations.** Each party expressly represents that

(a) any representations, warranties, disclaimers, liability limitations, and/or indemnification obligations reflect a fair allocation of risk to both parties and, but for these representations, neither party would enter into this Agreement;

(b) it has the full power to enter into this Agreement and to perform its obligations; this Agreement does not contravene, violate, or conflict with any other agreement of the party; that the signatory hereto has the authority to bind the Agreement; and

(c) when executed and delivered, this Agreement constitutes an irrevocable, legal, valid, and binding obligation for each party and is enforceable against each party in accordance with its terms.

**4. Assumption of Risk.** Client understands that, as with any service, to the extent that information provided is not accurate and complete, the Services may be materially affected and Client assumes any risk, and takes full responsibility and waives any claims against HIW for personal injury, death or damages as a result and agrees to the extent permitted by applicable law to defend, indemnify and hold harmless HIW from and against any and all claims of any nature including all costs, expenses and attorneys' fees, which in any manner result from inaccurate or incomplete information provided by Client or its authorized representative.

**5. Fees and Charges; Billing.** You agree to pay all fees associated with Services you request ("Fees"). HIW reserves the right to modify its Fees and charges and to introduce new charges at any time, upon at least thirty (30) days prior notice to you, which notice may be provided by e-mail. HIW charges and collects in advance for use of the Services, which are provided on an annual basis, unless otherwise agreed in writing by HIW. HIW will automatically renew and bill your credit or debit card or EFT account or issue an invoice to you on a yearly basis, unless otherwise specified. Except as otherwise agreed by HIW, all charges for Services will be billed on your credit card annually, in advance. You shall provide us with accurate and complete billing information, including valid credit card information, your name, address and telephone number, and update HIW with any changes in such information within three (3) days of the change. All pricing terms are confidential, and Customer shall not to disclose them to any third party.

**6. Failure to Pay.** HIW reserves the right to either terminate this Agreement and/or suspend your access to and/or use of the Services or Site if any payment is due but unpaid. Delinquent amounts due are subject to interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. If HIW employs an attorney to enforce the payment terms of this Agreement, it may recover its actual attorney's fees and costs.

**7. Posting Content.** By submitting any content to the Site ("Content") or participating in a portion of the Services within or in connection with the Site, you agree to abide by the following rules of conduct:

- You agree not to upload, post or otherwise transmit any Content that:
  - violates or infringes in any way upon the rights of others, including any statements which may defame, harass, stalk or threaten others;
  - you know to be false, misleading or inaccurate;
  - contains blatant expressions of bigotry, racism, racially or ethnically offensive content, hate speech, abusiveness, vulgarity or profanity;
  - contains or advocates pornography or sexually explicit content, pedophilia, incest, bestiality, or that is otherwise obscene or lewd;
  - violates any law or advocates or provides instruction on dangerous, illegal, or predatory acts, or discusses illegal activities with the intent to commit them;
  - advocates violent behavior or poses a reasonable threat to personal or public safety;
  - contains violent images of killing or physical abuse that appear to have been captured solely, or principally, for exploitive, prurient, or gratuitous purposes;
  - is protected by copyright, trademark, trade secret, right of publicity or other proprietary right without the express permission of the owner of such copyright, trademark, trade secret, right of publicity or other proprietary right. The burden of determining that any Content is not protected by copyright, trademark, trade secret, right of publicity or other

proprietary right rests with you. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, trade secrets, rights of publicity or other proprietary rights or any other harm resulting from such a submission. Any person determined by HIW, in its sole discretion, to have violated the intellectual property or other rights of others shall be barred from submitting or posting any further material on the Site; or

- contains any unsolicited or unauthorized advertising or promotional materials with respect to products or services, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation.
- You agree not to engage in activity that would constitute a criminal offense or give rise to a civil liability.
- You agree that if necessary, you have the consent of each and every identifiable natural person in any submission to use such persons name or likeness in the manner contemplated by the Site.
- You agree not to represent or suggest, directly or indirectly, HIW’s endorsement of your Content.
- You agree not to interfere with any other user's right to privacy, including by harvesting or collecting personally-identifiable information about the Site users or posting private information about a third party.
- You agree not to upload, post or otherwise transmit any Content, software or other materials which contain a virus or other harmful or disruptive component.
- You agree not to interfere with or disrupt the Site or the servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site.
- You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purpose, any portion of the Site, use the Site, or access to the Site.
- You agree not to use any service, technology or automated system to artificially inflate the page views that your Content receives. This includes pay-per-click services, web “robots” and any other current or future technologies. You also agree not to direct any third party to use these services, technologies or automated systems on your behalf.
- You agree not to use any technology, service or automated system to post more User Content than an individual could upload in a given period of time. You also agree not to direct any third party to use these services, technologies or automated systems on your behalf.

By posting any Content, you are granting an unrestricted, irrevocable, nonexclusive, royalty-free, perpetual, worldwide, and fully transferable, assignable, and sublicensable right and license to use, copy, reproduce, modify, adapt, publish, translate, create collective or derivative works from, distribute, perform and display your Content in whole or in part and to incorporate it in other works in any form, media, or technology now known or later developed. You further represent and warrant that all so-called moral rights in the Content have been waived.

By posting Content to the Site, you warrant and represent that you either own or otherwise control all of the rights to that Content, including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Content, or that your use of the Content is a protected fair use. You agree that you will not knowingly and with intent to defraud provide material and misleading false information. You represent and

warrant also that the Content you supply does not violate this Agreement. It is your sole responsibility to ensure that your postings do not disclose confidential and/or proprietary information, including information covered by a nondisclosure agreement, that you are not authorized to disclose. We caution you not to disclose personal information about yourself or your children, such as medical information or records, social security numbers, credit card numbers, etc.

You shall indemnify and hold Us and Our affiliated companies, and their directors, officers, members, managers, agents, representatives, and employees, harmless for any and all claims or demands, including reasonable attorney fees, that arise from or otherwise relate to your use of the Site, any Content you supply to the Site, or your violation of this Agreement.

We shall have the right in Our sole discretion to terminate your access to and use of the Services and/or remove any of your Content should We consider your statements or conduct to be inaccurate, illegal, obscene, defamatory, threatening, infringing of intellectual property rights, invasive of privacy, injurious, objectionable, or otherwise in violation of this Agreement or applicable law.

**8. Copyright Complaints.** We respect the intellectual property of others and require that Our users do the same. If you believe that your work has been copied and is accessible on this Site in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, please notify Us of your claim of infringement by sending the following written information to Our designated Copyright Agent:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the Site, including the URL and date on which the material was displayed;
- Your address, telephone number, and e-mail 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; and
- 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.

Our Copyright Agent for notice of claims of copyright infringement on its Site is, who can be reached as follows:

Hannah Kaufman Joseph  
Jeselskis Brinkerhoff and Joseph, LLC  
[hjoseph@bjlegal.com](mailto:hjoseph@bjlegal.com)

**9. Access.** You agree that We will not be liable, under any circumstances and in any way, for any errors or omissions, loss or damage of any kind incurred as a result of use of any Content posted on this Site. You agree that you must evaluate and bear all risks associated with the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. You agree not to harvest or otherwise collect information about others, including e-mail addresses, or to use information obtained from the Services to send other users unsolicited e-mail of any kind.

Posting on the Site may provide links to other websites on the Internet. We are not responsible or liable for such materials or information and we make no express or implied warranty about the accuracy, copyright compliance, legality, merchantability, or any other aspect of the content of such postings. We are not responsible or liable for any advertising, products, or other materials on or available from such websites or resources. The inclusion of links does not imply endorsement of the websites by Us or any association with their operators.

We may enable you to establish an account with a username and password to access and use the Services or Site. If so, you are responsible for maintaining the strict confidentiality of your password, and you are responsible for any activity occurring through use of your account and password. You agree to immediately notify us of any unauthorized use of your password or account or any other breach of security and ensure that you exit from your account at the end of each session. We are not responsible or liable for any loss or damage arising from your failure to comply with this provision.

THE SITE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY, AND NO CONTENT INCLUDED ON THE SITE IS INTENDED FOR ANY SPECIFIC MEDICAL, DIETARY, NUTRITIONAL, OR HEALTH-RELATED PURPOSE.

**10. Children.** Collecting personal information from children under the age of thirteen (13) (“**Minor Children**”) through the Services or the Site is prohibited. No Content should be directed toward Minor Children. Minor Children are not eligible to use the Site, and we ask that they do not submit any personal information to Us.

**11. Termination.** Either party may terminate this Agreement and/or the Services for any reason by providing thirty (30) days advance written notice to the other party. In addition, HIW may terminate this Agreement and/or Client’s access to the Services immediately upon Client’s breach or violation of this Agreement, or if such termination is necessary, in HIW’s sole and absolute discretion, to comply with any laws or professional requirement or standard of care or practice, or to protect Client’s or any third party’s health or safety. Any prepaid fees will be refunded on a prorated basis upon termination of this Agreement.

**12. Disclaimer of Warranties; Limitation of Liabilities.**

(a) Disclaimer. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SITE AND THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES THAT (i) THE SERVICES WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICES OR SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE INFORMATION THAT MAY BE OBTAINED FROM THE USE OF SERVICES OR SITE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SERVICES OR SITE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICES OR SITE WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH OR FROM THE SERVICES OR SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

(b) Time to Assert Claim. ANY CAUSE OF ACTION THAT A PARTY MAY HAVE AGAINST THE OTHER PARTY THAT ARISES UNDER THIS AGREEMENT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

(c) Limitation of Liability. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID UNDER THIS AGREEMENT. THE ABOVE LIMITATIONS WILL APPLY WHETHER A CLAIM IS UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT A PARTY'S PAYMENT OBLIGATIONS, INCLUDING UNDER FORCE MAJEURE. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, PROFITS, COSTS OF DELAY OR BUSINESS INTERRUPTION, OR SUCH PARTY'S LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

### 13. General Provisions.

(a) Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent, which shall not be unreasonably withheld. Any purported assignment is void and of no force or effect. There are no third-party beneficiaries to this Agreement.

(b) Attorneys' Fees and Costs. The prevailing party in any dispute shall be entitled to recover its Costs, which shall be paid upon demand.

(c) Entire Agreement/Integration. This Agreement is the entire agreement between HIW and Client regarding the subject matter contained herein, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless (i) in writing, (ii) signed, and (iii) by the party against whom the modification, amendment, or waiver is to be asserted.

(d) Force Majeure. Neither party shall be liable to the other for any delays or failures of performance, or for any loss or damage resulting therefrom, that are due in whole or in substantial part to any cause beyond the reasonable control of such party or its subcontractors, agents, or suppliers due to: (i) fires, floods, earthquakes, unusually severe weather, other natural disasters, epidemics, pandemics, quarantine or "stay at home" orders, acts of God or public enemy, acts of government, governmental regulations, court orders, acts of war, riots, terrorism, strikes, walkouts, labor disputes, lock outs, failure of telecommunications/utility systems or services, computer malfunctions, Internet service provider problems (due to third party attack or otherwise), cable cuts, or power failures, or (ii) other contingencies beyond their reasonable control and which are not foreseeable (each a "**Force Majeure Event**"). Notwithstanding any of the foregoing to the contrary, neither party shall be excused from those obligations not directly affected by a Force Majeure Event (including payment obligations), and if the Force Majeure Event is caused by a party's failure to comply with any of its obligations under this Agreement or by such party's negligence or omission, there shall be no relief for such party from any of its obligations.

(e) Headings; Gender; Number. Headings are for convenience only and will not be used to interpret the terms of this Agreement. Any gender-specific references in this Agreement are intended to be all-inclusive, such that the masculine will be deemed to include the feminine and the feminine deemed to include the masculine. Any singular references in this Agreement are intended to be all-inclusive, such that the singular will be deemed to include the plural and the plural deemed to include the singular.

(f) Notice. Except as otherwise specified in this Agreement, all notices, permissions, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) actual receipt of

USPS or commercial carrier delivery; (ii) actual receipt of email; or (iii) personal delivery (with time-stamped photographic evidence to be provided upon request).

(g) Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

(h) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to Applicable Law, the provision will be modified to the minimum extent by such court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect. If the provision in question cannot be modified by such court, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

(i) Surviving Provisions. Any other provision which, by its nature should survive termination or expiration of this Agreement, will so survive.

(j) Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right or a course of performance/dealing. No single or partial exercise of any right or remedy by party will preclude other or further exercise of any other right or remedy. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity, including but not limited to injunctive relief.

(k) Governing Law, Jurisdiction, and Venue. Each party agrees that this Agreement will be governed exclusively by the internal Applicable Laws of the State of Indiana and the United States, without regard to conflict of law principles. The Indiana Commercial Court(s) (or successor) and federal courts located in Marion County (Indianapolis), Indiana will have exclusive venue and jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party irrevocably consents to the exclusive venue and jurisdiction of such courts and expressly waive any objection to the jurisdiction or convenience of such courts.

(l) Waiver of Jury Trial. TO THE FULLEST EXTENT OF APPLICABLE LAW, EACH PARTY IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY COURT ACTION ARISING AMONG THE PARTIES RELATED TO THIS AGREEMENT, WHETHER MADE BY CLAIM, COUNTERCLAIM, THIRD-PARTY CLAIM, OR OTHERWISE.

**14. Acceptance and Acknowledgement of Agreement.** CLIENT ACKNOWLEDGES THAT THIS AGREEMENT IS A LEGAL DOCUMENT AND CREATES CERTAIN RIGHTS AND RESPONSIBILITIES. CLIENT ALSO ACKNOWLEDGES HAVING HAD A REASONABLE TIME TO SEEK LEGAL ADVICE REGARDING THE AGREEMENT AND HAS EITHER CHOSEN NOT TO DO SO OR HAS DONE SO AND IS SATISFIED WITH THE TERMS AND CONDITIONS OF THE AGREEMENT. USE OF THIS SITE AND/OR ACCEPTANCE OF THE SERVICES CONSTITUTES ACCEPTANCE OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT YOU HAVE READ AND ARE BOUND BY THE AGREEMENT, AS WELL AS ANY OTHER TERMS, CONDITIONS, OR POLICIES THAT APPLY TO THE SITE OR SERVICES.