

## TERMS OF USE

Last Updated: October 12, 2023

### 1. Acceptance of the Terms of Use.

Welcome! By accessing or using the platform, website and/or the mobile application offered by GovWell Technologies, Inc. ("**GovWell**," "**we**," "**us**" or "**our**") and all associated pages and services (collectively referred to as our "**Website**") and/or through the mobile application that you have downloaded, including all software therein (the "**Mobile Application**"), the Mobile Application and Website collectively referred to as the "**Services**", you (the "**User**", "**your**" or "**you**") confirm that you have read, understand and agree to be bound by these terms of use ("**Terms of Use**").

Please read the Terms of Use carefully and print a copy for your records. To view GovWell's privacy practices, please visit our Privacy Policy, available at: <https://www.govwelltech.com/privacy>.

**IF YOU ARE UNWILLING TO BE BOUND BY THESE TERMS OF USE, DO NOT ACCESS OR USE THE SERVICES.**

**PLEASE BE AWARE THAT SECTION 15 OF THESE TERMS OF SERVICE, BELOW, CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS THAT YOU AND GOVWELL HAVE AGAINST EACH OTHER ARE RESOLVED. IN PARTICULAR, IT CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE YOU TO SUBMIT CLAIMS THAT YOU HAVE AGAINST GOVWELL TO BINDING AND FINAL ARBITRATION. YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST GOVWELL ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS. THE ARBITRATION PROVISIONS SET FORTH IN SECTION 15 OF THESE TERMS COULD AFFECT YOUR RIGHT TO PARTICIPATE IN PENDING CLASS ACTION LITIGATION. PLEASE SEE SECTION 15 FOR MORE INFORMATION REGARDING THESE ARBITRATION PROVISIONS, INCLUDING THE ARBITRATION PROVISIONS' IMPACT ON THE PENDING CLASS LITIGATION. THE TERMS OF SERVICE LIMIT THE REMEDIES THAT MAY BE AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.**

### 2. Changes to these Terms of Use.

By accessing our Services, you acknowledge that we have the right to revise and amend these Terms of Use without prior notice. Your continued use of the Services following our posting of any such changes will mean that you accept such changes. Notwithstanding the foregoing, we may notify you at the email address provided to us or by a posting in the Mobile Application or Website in the event that we make any material changes to these Terms of Use, and you may have to agree to or reject the updated Terms of Use at that time, in order to continue using the Services.

### 3. Mobile Application.

If the User has elected to download our Mobile Application, we hereby grant you a limited, non-transferable, revocable license to use the object code of such software within the Mobile Application on any mobile device that you own or control that such Mobile Application is authorized to be operated on (as determined by us in our sole discretion) and is permitted by this Section 3. The Mobile Application is licensed, not sold, to you for use only under the terms of this Terms of Use. GovWell reserves all rights, title and interest not expressly granted to you. Nothing herein allows you to use the Mobile Application on a device that you do not own or are not authorized to control.

Furthermore, with respect to any Mobile Application accessed through or downloaded from an App Store such as Google Play® store or the Apple's® App Store® (an "**App Store Sourced Application**"), you will only use the App Store Sourced Application: (1) on a product that runs the operating system for which it was

intended and (2) as permitted by the “Usage Rules” set forth in the corresponding App Store. Use of the Mobile Application from a third party App Store is also subject to the provisions of Section 10 (App Store).

4. **The Services are For Use by Individuals 18 Years of Age and Older.**

While GovWell stores, processes and transfers data of individuals of all age, including data regarding children based on their guardian’s or parent’s consent, the Services are intended solely to be accessed by natural persons who are eighteen (18) years of age or older, and any registration by, use of, or access to the Services by any person under 18 is unauthorized and in violation of these Terms of Use. We may terminate your use of the Services without notice if we believe you are less than 18 years old. By using the Services, you represent and warrant that, you are a natural person, you are 18 or older, and that you agree to and will abide by all of the terms and conditions of these Terms of Use.

5. **Services Use Restrictions.**

Without our prior written consent, you may not:

- Use any automated means to access this Services or collect any information from the Services (including, without limitation, robots, spiders, scripts, or other automatic devices or programs);
- Frame the Services in any manner, utilize framing techniques to enclose any content or other proprietary information, place pop-up windows over any Services’ pages, or otherwise affect the display of any pages on the Services;
- Engage in the practices of “screen scraping,” “database scraping” or any other activity with the purpose of obtaining content or other information;
- Use the Services in any manner that violates applicable law or that could alter, damage, disable, overburden, or impair the Services or interfere with any other party’s use and enjoyment of the Services; or
- Access, use or monitor our Services for benchmarking or any competitive purposes.

We may terminate or disable your access to these Services for any reason, with or without cause, including if we believe that you have violated or acted inconsistently with these Terms of Use.

6. **User Representations.**

Parts of the Services may be accessed only by registering for an account and creating a password. Keep your password secure. You are responsible for the activities on your account. You represent, warrant, and agree that no materials of any kind submitted through your account or otherwise posted or shared by you through the Services will violate or infringe upon the rights of any third party, including without limitation any copyright, trademark, patent, privacy, publicity, or other personal or intellectual property rights; or contain libelous, defamatory, or otherwise unlawful material. You will notify us promptly if you discover any unauthorized use of your account. We are not responsible for any losses resulting from unauthorized use of your account.

In addition, you agree not to use the Services to:

- Except where authorized by us, register for more than one User account, register or operate a User account on behalf of or for the benefit of any person who is not eligible to register for or operate a User account in their own name;
- Impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age, or your affiliation with or authority to act on behalf of any person or entity;

- Upload, post, transmit, share, store, or otherwise make publicly available through the Services any private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, and credit card numbers, unless expressly authorized to do so by that third party;
- Upload, post, transmit, share, or otherwise make available any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of the Services; or Use or attempt to use another's account without authorization from that person, or create a false identity through the Services.

## 7. **Information Posted through the Services.**

As between us and you, all content made available on or through the Services, whether uploaded, published, or displayed by us, including designs, text, graphics, pictures, video, information, software, music, sound and other files, and their selection and arrangement, except as provided in Section 10 (App Store) is the property of GovWell (collectively the “**GovWell Content**”). To the best of our knowledge, we use only content that we own or have permission to use. No GovWell Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without the owner's prior written permission. Unless explicitly stated herein, nothing in these Terms of Use shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication, or otherwise.

You are solely responsible for the information that you post on or through the Services and your conduct regarding the Services. By posting information to or through the Services, you agree to (a) provide accurate, current, and complete information; (b) maintain the security of your password and identification, to the extent you are provided a password and identification; (c) promptly notify us of any changes to information or circumstances that could affect your eligibility to continue using the Services; and (d) be fully responsible for all use of your account and for any actions that take place using your account.

Subject to the published functionality, you may establish and access certain portal accounts related to your information. Such accounts may integrate or connect to third party sites. In addition, the Services provide access to payment processing that is hosted and provided by third party service providers. As made available to you, third party service providers have additional terms and conditions that are different than these terms. To the extent not restricted by law or applicable agreements with third parties, GovWell is not responsible or liable for any third party acts or omissions or services they may provide you.

The Services may contain links to third-party websites and services, and/or display advertisements for third parties (collectively, “**Third-Party Links & Ads**”). Where the Services contain links to Third-Party Links & Ads, these links are provided for your information and convenience only. We have no control over the contents of those sites or resources. GovWell does not review, approve, endorse or make any promises with respect to Third-Party Links & Ads. You use Third-Party Links & Ads at your own risk. You use all Third-Party Links & Ads at your own risk, and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links & Ads, the applicable third party's terms and policies apply, not these Terms of Use.

## 8. **Consent to be Contacted.**

To the extent required by applicable law, we ensure we make the proper disclosures and obtain consumer consent when collecting your contact information.

## 9. **Intellectual Property**

### *Trademarks*

The “GovWell” name and all associated graphics, logos, designs, page headers, button icons, scripts, and service names are registered trademarks, trademarks, or trade dress in the United States. GovWell’s trademarks and trade dress may not be used, including as part of trademarks or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of GovWell.

### *Submissions*

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information (“**Submissions**”), provided by you to us through the Services are non-confidential and shall become the sole property of GovWell. GovWell shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

### *Copyright Complaints*

If you believe that any material on the Services infringes upon any copyright which you own or control, you may send a written notification of such infringement to our designated agent as set forth below:

[help@govwelltech.com](mailto:help@govwelltech.com)

(858) 472-6174

To meet the notice requirements under the Digital Millennium Copyright Act, the notification must be a written communication including the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

## **10. App Store.**

When you download our Apps, you may do so through a third party's online application store ("**App Store**"). You acknowledge that these Terms of Use are between you and us and not with the owner or operator of the App Store ("**App Store Owner**"). As between the App Store Owner and us, we, and not the App Store Owner, are solely responsible for the Services, including the App, the content, maintenance, support services, and warranty, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). In order to use the App, you must have access to a wireless or cellular network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store Owner in connection with the Services, including the App. The following applies to any App Store Sourced Application (as such term is defined in Section 3):

Your use of the App Store Sourced Application must comply with the App Store's "Terms of Service" or equivalent terms.

You acknowledge that the App Store Owner has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify the App Store Owner, and the App Store Owner will refund the purchase price for the App Store Sourced Application to you (if any) and to the maximum extent permitted by applicable law, the App Store Owner will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between GovWell and the App Store Owner, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of GovWell.

You and we acknowledge that, as between GovWell and the App Store Owner, the App Store Owner is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (1) product liability claims; (2) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation.

You and we acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between GovWell and the App Store Owner, GovWell, not the App Store Owner, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms of Use.

You and we acknowledge and agree that the App Store Owner, and the App Store Owner's subsidiaries, are third-party beneficiaries of these Terms of Use as related to your license of the App Store Sourced Application, and that, upon your acceptance of these Terms of Use, the App Store Owner will have the right (and will be deemed to have accepted the right) to enforce the terms of these Terms of Use as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.

You represent and warrant that (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.

Without limiting any other terms in these Terms of Use, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

11. **Disclaimers.**

We reserve the right to change any and all content within the Services and any service offered through the Services at any time without notice.

We provide the Services "AS IS" and assume no responsibility for any failure to provide the Services to you. The Services may be temporarily unavailable from time to time for maintenance or other reasons. We may discontinue the Services or any goods or services available through the Services at any time and for any reason. We are not responsible for any problems or technical malfunction of any telephone or cable network or lines, servers or providers, computer equipment, software, failure of email, or technical problems or traffic congestion on the Internet or on or through the Services, including injury or damage to Users or to any other person's devices related to or resulting from use of the Services.

Under no circumstances will we be responsible for any loss or damage, including any loss or damage to any user data, financial damages, lost profits, loss of business, or personal injury or death, resulting from anyone's use of the Services. YOU AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR OWN RISK, and that we **EXPRESSLY DISCLAIM ALL WARRANTIES, TERMS AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES, TERMS AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY RIGHTS AND SATISFACTORY QUALITY.**

12. **Limitation of Certain Damage Types.**

EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED OR PROHIBITED, IN NO EVENT WILL GOVWELL OR ANY OF ITS DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SERVICES OR ANY OF CONTENT OR OTHER MATERIALS ON OR ACCESSED THROUGH THE SERVICES, EVEN IF ANY OF US IS AWARE OF OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. **Limitation of Liability Amount.**

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE GREATER OF THE AMOUNT PAID BY YOU TO US FOR THE SERVICES OR PRODUCT AT ISSUE IN THE THREE MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM AND \$20. YOU ACKNOWLEDGE THAT IF NO FEES ARE PAID TO US FOR A SERVICE OR PRODUCT, YOU SHALL BE LIMITED TO, AT MOST, INJUNCTIVE RELIEF ONLY, UNLESS OTHERWISE PROHIBITED BY APPLICABLE LAW, AND SHALL NOT BE ENTITLED TO ANY OTHER DAMAGES, REGARDLESS OF THE CAUSE OF ACTION.

NOTHING IN THESE TERMS SHALL LIMIT OR EXCLUDE OUR LIABILITY FOR: (i) DEATH OR PERSONAL INJURY RESULTING FROM OUR WILLFUL MISCONDUCT; (ii) FRAUD OR FRAUDULENT MISREPRESENTATIONS; OR (iii) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED BY APPLICABLE LAW.

14. **Disputes, Governing Law, Venue, and Jurisdiction.**

By using the Services, you agree that these Terms of Use shall be governed by the laws of the State of Delaware without regard to its conflict of law provisions.

For any cause of action initiated against GovWell relating to these Terms of Use, you and GovWell agree to submit to the exclusive and personal jurisdiction of the courts located in Delaware.

Our failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of that right or provision. If any provision of these Terms of Use is found by a court of competent

jurisdiction to be invalid, then we nevertheless agree that the court should endeavor to give effect to the intentions reflected in the provision, and the other provisions of these Terms of Use shall remain in full force and effect. The language of these Terms of Use shall be construed as to its fair meaning and not strictly for or against any party.

15. **Arbitration Agreement & Dispute Resolution**

Please read this Arbitration Agreement carefully. It is part of your contract with GovWell and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

**Scope of Arbitration Agreement (“Arbitration Agreement”).** You acknowledge and agree that any dispute or claim relating in any way to your access or use of the Services or to any other aspect of your relationship with GovWell will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and (2) you or GovWell may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). This Arbitration Agreement shall apply, without limitation, to all claims that arose before this or any prior agreement. **NOW OR IN THE FUTURE, THERE MAY BE LAWSUITS AGAINST GOVWELL ALLEGING CLASS, COLLECTIVE, AND/OR REPRESENTATIVE CLAIMS. SUCH CLAIMS, IF SUCCESSFUL, COULD RESULT IN SOME MONETARY RECOVERY TO YOU. THE EXISTENCE OF SUCH CLASS, COLLECTIVE, AND/OR REPRESENTATIVE LAWSUITS DOES NOT MEAN THAT SUCH LAWSUITS WILL ULTIMATELY SUCCEED. BUT IF YOU AGREE TO ARBITRATION WITH GOVWELL, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVERY MONETARY OR OTHER RELIEF UNDER SUCH CLASS, COLLECTIVE, AND/OR REPRESENTATIVE LAWSUITS. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST GOVWELL IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR.**

**Arbitration Rules and Forum.** This Arbitration Agreement is governed by the Federal Arbitration Act in all respects. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to us at 379 Harman St #3F, New York NY 11237. The arbitration will be conducted by the American Arbitration Association (“AAA”) under its rules, including the AAA’s Supplementary Procedures for Consumer-Related Disputes. The AAA’s rules are available at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. Payment of all filing, administration, and arbitration fees will be governed by the AAA’s rules. We will reimburse those fees for claims totaling less than \$5,000 unless the arbitrator determines the claims are frivolous. Likewise, GovWell will not seek attorneys’ fees and costs in arbitration unless the arbitrator determines the claims are frivolous. If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum.

**Arbitrator Powers.** The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and GovWell. The dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum’s rules, and these Terms of Use. The arbitrator will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding on you and GovWell.

**Waiver of Jury Trial.** YOU AND GOVWELL EACH KNOWINGLY AND VOLUNTARILY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND RECEIVE A JUDGE OR JURY TRIAL. You and GovWell are instead electing to have claims and disputes resolved by arbitration. An arbitrator can award on an individual basis the same damages and relief as a court and must follow these Terms of Use as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is limited. In any litigation between you and GovWell over whether to vacate or enforce an arbitration award, you and GovWell waive all rights to a jury trial, and elect instead to have a judge resolve the dispute.

**Waiver of Class or Consolidated Actions.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If, however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor GovWell is entitled to arbitration. Instead, all claims and disputes will then be resolved in a court as set forth in Section 14 (Disputes, Governing Law, Venue and Jurisdiction) above.

**Exclusive Venue.** To the extent the parties are permitted under these Terms of Use to initiate litigation in a court, both you and GovWell agree that all claims and disputes arising out of or relating to the Terms of Use will be litigated exclusively in the state or federal courts located in Delaware.

16. **Indemnity.**

To the maximum extent permitted by law, you agree to indemnify and hold us, our subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners, and employees, harmless from and against any loss, liability, claim, demand, damages, costs (including attorneys' fees), and expenses, arising out of or in connection with your use of the Services or any violation of these Terms of Use.

PLEASE PRINT A COPY OF THIS AGREEMENT FOR YOUR RECORDS AND PLEASE CHECK BACK FREQUENTLY FOR ANY CHANGES TO THIS AGREEMENT.

17. **Survival.**

The following Sections survive the termination of these Terms of Use: 8, 9, 11 through 17.