

TENDO END USER AGREEMENT

DO NOT USE THE TENDO SERVICE FOR EMERGENCY MEDICAL NEEDS. IF YOU EXPERIENCE A MEDICAL EMERGENCY, CALL 911 IMMEDIATELY.

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND TENDO, THE HEALTHCARE INFORMATION TECHNOLOGY SERVICE PROVIDING HEALTH CARE-RELATED SERVICES TO YOU THROUGH THE TENDO APP. THIS LEGAL AGREEMENT GOVERNS YOUR USE OF THE TENDO APP AND TENDO'S PROVISION OF HEALTH CARE SERVICES TO YOU THROUGH THE TENDO APP. PLEASE READ THIS END USER AGREEMENT CAREFULLY AND PRINT A COPY FOR YOUR RECORDS. THIS END USER AGREEMENT INCLUDES THE TERMS OF USE, NOTICE OF PRIVACY PRACTICES, LEGAL NOTICES, DMCA NOTICE, AND OTHER TERMS PROVIDED BELOW OR SEPARATELY BY TENDO (COLLECTIVELY, THIS "AGREEMENT").

BY CHECKING THE "AGREE" BOX, OR BY CREATING A TENDO ACCOUNT OR USING THE TENDO SERVICE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, THEN YOU MAY NOT ACCESS OR USE THE TENDO APP.

TENDO MAY CHANGE THE TERMS OF THIS AGREEMENT AT ANY TIME. THE CHANGED TERMS BECOME EFFECTIVE IMMEDIATELY WHEN THEY ARE POSTED ON THE TENDO APP. YOU AGREE TO REVIEW THIS AGREEMENT FREQUENTLY TO REMAIN FAMILIAR WITH ITS TERMS. EACH TIME YOU USE THE TENDO APP, YOU ALSO AGREE TO COMPLY WITH THE THEN-CURRENT TERMS OF THIS AGREEMENT.

Tendo Terms of Use

1. TENDO APP

The "Tendo App" is an online service through which individuals can engage in care with their provider throughout the care journey. You may access the Tendo App through a mobile application.

2. ACCOUNT ENROLLMENT

To access the Tendo App, you must first enroll to establish an individual user account (an "Account"). You must provide accurate, current, and complete information about yourself as prompted by the Account enrollment form. If you provide any information that is inaccurate, not current, or incomplete, or that Tendo has reasonable grounds to suspect is inaccurate, not current, or incomplete, Tendo may suspend or terminate your Account and prevent you from accessing or using the Tendo App. Additionally,

your submission of inaccurate, not current, or incomplete information may prevent Tendo and its personnel from sending important notices to you.

You may not create more than one Account or create an account for anyone other than yourself, except for a sub-account that you create for your minor child of whom you are a parent or legal guardian or someone for whom you act as legal guardian, or for whom you have healthcare power of attorney. By creating a sub-account for your minor child, or by using the Tendo App for your minor child, you accept this Agreement on your minor child's behalf.

3. AGE REQUIREMENT

You must be at least 18 years of age to use the Tendo App. The Tendo App may not be used by any person younger than 18 years of age. But you may use the Tendo App to receive health care consultations for your minor children of whom you are the parent or legal guardian. By accepting this Agreement, or by using the Tendo App, you represent and warrant to Tendo that you are at least 18 years of age and that you have the legal right and ability, on behalf of yourself and your minor child, to agree to this Agreement.

4. YOUR LOCATION

You certify that you are physically located in the state you select in the Tendo App as your current location. Your ability to access and use the Tendo App is conditioned on the truthfulness of this certification, and the providers that you access through the Tendo App are relying upon this certification in order to interact with you. If your certification is inaccurate, you agree to indemnify Tendo and the providers you interact with from any resulting losses, damages, costs, or expenses.

You must not use the Tendo App outside the United States. The Tendo App is designed for users in the United States. Tendo makes no representation that the information and services provided on or through the Tendo App are applicable to, or appropriate for, persons in locations outside the United States. If you choose to access or use the Tendo App from a location outside the United States, you do so at your own risk and without Tendo's authorization.

5. NOT A SUBSTITUTE FOR PROFESSIONAL HEALTH CARE OR ADVICE

Other than information received directly by you from providers, the content available through the Tendo App is not medical advice. You should always talk to an appropriately qualified health care professional for diagnosis and treatment, including information regarding which medications or treatment may be appropriate for you. You should never disregard medical advice or delay seeking it because of something you read when accessing the services. Consult your physician before taking any drug,

changing your diet, starting, or stopping any course of treatment or starting a new fitness regimen.

6. HEALTH INFORMATION AND OTHER CONTENT

The health information and other content appearing on this website or developed with your input as part of the services;

- is compiled from a variety of sources ("information providers"), including but not limited to the Associated Press, government health agencies and other health organizations, and is for informational purposes only
- is presented in summary form and intended to provide broad consumer understanding and knowledge of health care topics
- does not cover all possible uses, directions, precautions, drug interactions or adverse effects, nor mean that a particular drug or course of treatment is safe, effective or appropriate for you
- does not replace or modify any benefits plan documents or other member materials.

Neither Tendo nor the information providers make any warranty as to the reliability, accuracy, timeliness, usefulness, or completeness of any content appearing on the website.

7. PRIVACY

Tendo understands the importance and sensitivity of your information. For information concerning the use, disclosure, and protection of your information, please see the Tendo Privacy Policy and Tendo's Notice of Privacy Practices included below or provided separately by Tendo. Notwithstanding the above, you consent to the use of tracking technologies on the Tendo App to collect and record your real-time activities and movements across the Tendo App throughout your browsing session. You consent to our sharing of your session data with our vendors consistent with the above-mentioned privacy policies and practices.

8. SECURITY

The Tendo App employs a variety of commercially standard encryption and security technologies and procedures to protect your personal information stored in the Tendo App from unauthorized access. The Tendo App also maintains standard physical and electronic procedural safeguards that limit access to your personal information to persons who need that access to provide the Tendo App to you. But because even the most secure computer systems can be violated, Tendo cannot guarantee security.

Access to the Tendo App is enabled only by usernames and passwords. You should maintain your username and password in strict confidence. In no event should you share your username or password with any third party or allow another person to access the Tendo App using your username and password. Please contact Tendo support if you have any reason to believe that your username or password has been lost, compromised, or misused in any way. You are fully and solely responsible for any and all use of the Tendo App through your username and password. Tendo reserves the right to revoke or deactivate your username and password at any time.

9. PROHIBITED USE OF THE TENDO APP

You may use the Tendo App only for lawful purposes and in compliance with the terms of this Agreement. You must not access or use the Tendo App (a) in an unlawful way or for an unlawful or improper purpose or in any manner that does not comply with this Agreement, or (b) in a state that has laws that would alter the terms of this Agreement or make your access or use of the Tendo App illegal.

Additionally, you must not access or use the Tendo App:

1. to record a provider, personnel, or contractor while he/she provides health care services through the Tendo App;
2. to post, use, store or transmit (i) a message or information under a false or incorrect name, (ii) information that is unlawful, libelous, defamatory, obscene, fraudulent, predatory of minors, harassing, threatening, or hateful to any person, or (iii) information that infringes or violates any of the intellectual property rights of others or the privacy or publicity rights of others;
3. to disrupt, or attempt to disrupt, the operation of the Tendo App by any method, including through use of viruses, Trojan horses, worms, time bombs, denial of service attacks, flooding, or spamming;
4. in any manner that could damage, disable, or impair the Tendo App;
5. to gain, or attempt to gain, unauthorized access to any user accounts or computer systems or networks, through hacking, password mining, or any other means; or
6. by any automated means, such as, but not limited to, a robot, scraper, spider, or harvesting "bot."

10. INTELLECTUAL PROPERTY OWNERSHIP AND LICENSE

The Tendo App, and all content available on or through the Tendo App, is the property of Tendo, or their licensors and is protected by copyright, trademark, patent, trade secret, and other intellectual property laws. Subject to the terms of this Agreement, Tendo grants you a limited, revocable, non-transferable, and non-exclusive license to access and use the software, network facilities, content, and documentation on and in

the Tendo App to the extent necessary for you to access and use it as permitted in this Agreement.

Tendo also gives you permission to display, download, store, and print the content available in or through the Tendo App only for your personal, non-commercial use. You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate that content to anyone. Unless otherwise indicated, all software and accompanying documentation made available for download from the Tendo App is the copyrighted work of, Tendo, or their licensors. Any copy made of content or software obtained through the Tendo App must include all applicable copyright notices.

Tendo's trademarks and service marks include *Tendo*. All other brands and names referenced on the Tendo App are the property of their respective owners. Nothing contained in the Tendo App grants any license or right to use any trademark or service mark displayed on this Tendo App without the express written permission of Tendo or other owner of the trademark or service mark.

Your license to use the Tendo App does not permit you, and you agree not to: (a) modify, translate, reverse engineer, disassemble, decompile, or create derivative works of the Tendo App (or any software or content available on or through the Tendo App) or allow a third party to do any of those things; or (b) transfer, distribute, sell, lease, rent, disclose, or provide access to the Tendo App to any third party or use the Tendo App to provide service bureau, time sharing, or other services to third parties.

11. THIRD-PARTY RESOURCES

The Tendo App may contain links to, or otherwise make available, third-party sites, services, products, information, content, materials, merchandise, functionality and/or other resources ("Third Party Resources"). These Third-Party Resources and links and access to them are provided for your convenience and reference only. We do not control such Third-Party Resources and, therefore, we are not responsible for such Third-Party Resources, or any content posted on or made available by such Third-Party Resources. Be aware that we do not control, and we make no guarantees about, and disclaims any express or implied representations or warranties about such Third-Party Resources, including without limitation the security of any materials, or the accuracy, relevance, timeliness, completeness, or appropriateness for a particular purpose of the information or the resources contained on or made available by such Third-Party Resources or any other Internet sites. We reserve the right to terminate such links or such access at any time. The fact that we offer such links or access should not be construed in any way as an endorsement, authorization, or sponsorship of such Third-Party Resources, or any content made available thereby. Because some Third-Party Resources employ automated search results or otherwise link you to Third Party Resources containing information that may be deemed inappropriate or

offensive, we cannot be held responsible for the accuracy, copyright compliance, legality, or decency of material contained in or made available by Third Party Resources, and you hereby irrevocably waive any claim against us with respect to such Third-Party Resources. Your use of any Third-Party Resources is subject to the third party's terms, conditions, and policies applicable to such products, services, or materials (such as Terms of Service or Privacy Policies of the providers of such products, services, or materials). We are not responsible for the privacy and security of any information you share with that third party, including your credit card or payment information. When you elect to receive these services from a third party, you agree to hold that third party responsible for any unauthorized use or disclosure of your personal information.

12. WARRANTY DISCLAIMERS

TENDO PROVIDES THE TENDO APP AND ITS CONTENT ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, TENDO, AND ITS LICENSORS DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, CONCERNING THE TENDO APP AND ITS CONTENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

WITHOUT LIMITING THE FOREGOING, TENDO, AND ITS LICENSORS DO NOT WARRANT THAT ACCESS TO THE TENDO APP WILL BE UNINTERRUPTED OR ERROR-FREE, WILL BE FREE OF MALWARE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED; AND TENDO, AND ITS LICENSORS DO NOT MAKE ANY REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, CURRENCY, QUALITY, COMPLETENESS, USEFULNESS, PERFORMANCE, SECURITY, LEGALITY, OR SUITABILITY OF THE TENDO APP OR ANY OF ITS CONTENT. YOU EXPRESSLY AGREE THAT YOUR ACCESS TO AND USE OF THE TENDO APP, AND YOUR RELIANCE UPON ANY OF ITS CONTENT, IS AT YOUR SOLE RISK.

YOU ARE RESPONSIBLE FOR ALL DAMAGE TO THE TENDO APP OR ANY COMPUTER SYSTEM, ANY LOSS OF DATA, OR ANY IMPROPER USE OR DISCLOSURE OF INFORMATION ON THE TENDO APP, CAUSED BY YOU OR ANY PERSON USING YOUR USERNAME OR PASSWORD. TENDO, AND ITS LICENSORS CANNOT AND DO NOT ASSUME ANY RESPONSIBILITY FOR ANY LOSS, DAMAGES, OR LIABILITIES ARISING FROM THE FAILURE OF ANY TELECOMMUNICATIONS INFRASTRUCTURE, OR THE INTERNET, OR FOR YOUR MISUSE OF ANY PROTECTED HEALTH INFORMATION, CONTENT, ADVICE, IDEAS, INFORMATION, INSTRUCTIONS, OR GUIDELINES ACCESSED THROUGH THE TENDO APP.

13. LIABILITY LIMITATIONS

IN THE EVENT OF ANY PROBLEM WITH THE TENDO APP OR ITS CONTENT, YOU AGREE THAT YOUR SOLE REMEDY IS TO STOP USING THE SERVICE. TENDO, AND ITS LICENSORS AND SUPPLIERS OF NON-MEDICAL SERVICES, ARE NOT LIABLE TO YOU (OR ANYONE ACCESSING THE SERVICE THROUGH YOUR ACCOUNT OR A SUBACCOUNT) FOR ANY LOSSES, DAMAGES, COSTS, OR EXPENSES THAT YOU SUFFER OR INCUR IN CONNECTION WITH USING THE TENDO APP OR ITS CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, ANY INFRINGEMENT BY ANY CONTENT ON THE INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS OF THIRD PARTIES, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT.

TENDO, AND ITS LICENSORS AND SUPPLIERS OF NON-MEDICAL SERVICES, ARE NOT LIABLE TO YOU (OR ANYONE ACCESSING THE SERVICE THROUGH YOUR ACCOUNT OR A SUBACCOUNT) FOR ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR COMPUTER, OR OTHERWISE) RELATED TO YOUR USE OF THE TENDO APP, WHETHER UNDER A THEORY OF BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF TENDO, (OR ITS LICENSOR OR SUPPLIER OF NON-MEDICAL SERVICES) HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

YOU AGREE TO INDEMNIFY TENDO, AND ITS LICENSORS AND SUPPLIERS OF NON-MEDICAL SERVICES, AND HOLD THEM HARMLESS FROM AND AGAINST ALL LOSSES, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING FROM YOUR USE OF THE TENDO APP OR YOUR VIOLATION OF THIS AGREEMENT, OR BOTH.

14. TERMINATION

Tendo may suspend or terminate your access to the Tendo App at any time, for any reason or for no reason at all. Tendo has the right (but not the obligation) to refuse to provide access to the Tendo App to any person, agency, or organization at any time, for any reason or for no reason at all, in Tendo's sole discretion. Tendo reserves the right to change, suspend, or discontinue all or any part of the Tendo App, temporarily or permanently, without prior notice to you.

15. ELECTRONIC CONTRACTING AND NOTICES

You agree to the terms of this Agreement by checking the "AGREE" Box, or by creating a Tendo Account or using the Tendo App. You agree that Tendo may send to you in

electronic form any consents, privacy or other notices, disclosures, reports, documents, communications, or other records regarding the services (collectively, "Notices"). Tendo may send you electronic Notices (1) to the e-mail address that you provided during registration, or (2) by posting the Notice on the Tendo App. The delivery of any Notice from Tendo is effective when sent, regardless of whether you read the Notice when you receive it or whether you actually receive the delivery. You can withdraw your consent to receive Notices electronically by canceling or discontinuing your use of the Tendo App.

16. COMMUNICATION

Notwithstanding the context in which you provide your e-mail address or telephone number, any prior consents you may have provided to receive marketing and/or non-marketing telephone calls/SMS/MMS messages, any revocation of said consent and any request to be placed on a federal, state or internal do-not-call list, you consent to Tendo, its affiliates, any other intended beneficiary of the Agreements and any third-party service providers, including, but not limited to, delivery service providers and survey/research companies, contacting you using any e-mail address or any telephone number that you provide. You agree that any SMS/MMS messages and/or telephone calls may be sent or placed using an automatic telephone dialing system or prerecorded or artificial voice.

You agree that such communications may be made for any purpose including, without limitation, providing any services described in this agreement, providing services described within the Tendo app, confirming appointments, reminding you of appointments, notifying you of new messages within the Tendo app, facilitating communication between you and your healthcare provider, conducting surveys (including satisfaction surveys), researching and improving products, and marketing.

You agree that Tendo, its affiliates, any other intended beneficiary of the Agreements, and any third-party service providers may send you messages regarding the foregoing topics or any topic and that such messages and/or calls may be made or placed using different telephone numbers or short codes. You further agree that each short code and/or telephone number used to communicate with you is an independent message campaign, separate from any other communication campaign you may receive from or on behalf of Tendo, its affiliates, any other intended beneficiary of this Agreement, and any third-party service providers. To stop, unsubscribe or otherwise revoke your consent to receive messages from a specific campaign, you must text "STOP" to each individual campaign you no longer wish to receive messages from. You agree that by texting "STOP" to a given message campaign, you will ONLY be unenrolled from text messages from that specific message campaign. If you wish to opt out of ALL message campaigns, you must text "STOP" to each message campaign. Alternatively, to opt out, you may email Tendo at support@tendo.com. Any other attempt to revoke

consent shall be invalid and of no effect. You further agree that the methods of revocation described in this paragraph are reasonable. You certify, warrant and represent that the telephone number you have provided to us is your contact number and not someone else's. You represent that you are permitted to receive calls and text messages at the telephone number you have provided to us. If you want to start receiving messages again, sign up as you did the first time. Message and data rates may apply, and message frequency may vary. Carriers are not liable for delayed or undelivered messages. For support please email us at support@tendo.com.

17. CHANGES TO TERMS

Tendo may change the terms of this Tendo End User Agreement at any time. The changed terms become effective immediately when they are posted in the Tendo App. You agree to review the terms of this Tendo End User Agreement frequently to be familiar with them. And each time you use the Tendo App, you also agree to comply with the then-current Tendo End User Agreement.

18. DISPUTES CONCERNING THE TENDO APP

When you use the Tendo App, you enter into a binding agreement with Tendo. The laws of Delaware govern this Agreement. If you take legal action against Tendo for anything relating to the Tendo App, you submit to the exclusive personal jurisdiction of the appropriate court in the State of Delaware, whether federal or state. The non-prevailing party in a lawsuit relating to the Tendo App agrees to pay the costs and expenses of the lawsuit, including reasonable attorneys' fees incurred by the prevailing party.

19. HEALTH CARE SERVICES LEGAL TERMS

These Tendo Terms of Use, the Tendo Privacy Policy, Legal Notices, and DMCA Notice provided below govern your use of the Tendo App. Additional legal terms may also apply to provision of health care services to you, by providers, through the Tendo App. These additional legal terms may be provided within the Tendo App or separately by the provider.

20. MISCELLANEOUS

This Agreement constitutes the sole agreement between you and Tendo relating to your use and our provision of the Tendo App and the subject matter hereof, and no representations, statements, or inducements, oral or written, not contained in this Agreement shall bind either you or Tendo. Any of the terms of this Agreement which are determined to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable any of the remaining terms of this Agreement or affecting the validity or enforceability of this

Agreement as a whole. Failure to insist on performance of any of the terms of this Agreement will not operate as a waiver of any subsequent default. No waiver by Tendo of any right under this Agreement will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time. You may not assign, transfer, or delegate your rights or obligations hereunder, in whole or in part. This Agreement shall be binding upon and inure to the benefit of each of the parties and the parties' respective successors and permitted assigns. Except as otherwise specifically provided herein, this Agreement may not be modified, supplemented, qualified, or interpreted except in writing signed by the parties.

TENDO NOTICE OF PRIVACY PRACTICES

This Tendo Notice of Privacy Practices describes how your personal and non-personal information is collected, protected, used, and disclosed in connection with the Tendo App. The "Tendo App" is an online service through which you may request and receive health care consultations with health care providers. You may access the Tendo App through a mobile application (which is part of the Tendo App).

Tendo is committed to ensuring that your personal information shared through the Tendo App is protected and kept confidential. By accepting the Tendo End User Agreement or submitting information through the Tendo App, you consent to the use and disclosure of personally identifiable information as outlined in this Tendo Notice of Privacy Practices.

1. Personal Information

Personal information is information that includes, but is not limited to, data that identifies an individual, such as a name, social security number, address, contact information, as well as information about personal health issues submitted through the Tendo App. Personal information includes protected health information as defined under the Health Insurance Portability and Accounting Act of 1996 ("HIPAA"). Tendo understands the importance and sensitivity of your personal information and protects the privacy of your personal information because that is the right thing to do.

a. Collection

The Tendo App collects only the personal information that you submit, or that you authorize your provider to share with Tendo. For example, when you register for the Tendo App, you will be required to provide your personal information, such as your name, location, email address, date of birth, and

insurance information. You may also be asked to provide payment information, which may include payment card information.

Tendo may also provide personal information about you to others for the purpose of providing the Tendo App to you. Any parties receiving such disclosures are subject to substantially the same conditions as outlined in this policy.

b. Use, Protection, and Disclosure

Tendo uses, protects, and discloses your personal information in compliance with state and federal health care privacy and security rules (e.g., HIPAA) and this Notice of Privacy Practices.

If you have any questions concerning Tendo's Notice of Privacy Practices or you think that your personal information may have been compromised, please contact the Tendo as provided below:

· support@tendo.com

2. Third Parties

When suppliers or servicers of Tendo receive your personal information from Tendo, they receive that personal information as Tendo's independent contractor and business associate under HIPAA. Tendo may also receive your personal information from you or another company or healthcare provider as a business associate of said company or healthcare provider. As Tendo's business associates, they will use, protect, and disclose your personal information for the sole purpose of providing the Tendo App to you and consistent with applicable state and federal health care privacy and security rules and Tendo's Notice of Privacy Practices. Tendo is also authorized to de-identify personal information submitted to the Tendo App in accordance with HIPAA and to use that de-identified information for purposes of developing, improving, and marketing Tendo's products and services.

3. Non-Personal Information

Tendo maintains web logs to record and store data about all visitors who use the Tendo App. These logs may contain IP address information, the types of operating system you use, the date and time you visited the site, and information about the type of device you use to connect to the Tendo App. All web logs are stored securely and are accessible to a very limited number of Tendo employees and contractors, who have to adhere to strict guidelines regarding user data security and privacy.

Tendo also uses cookie technology in connection with the Tendo App. A cookie is a small data file that certain websites write to your hard drive when you visit them. A cookie file, for instance, may collect user ID information such as items in a shopping cart while navigating a site, but the only personal information a cookie can contain is information you provide. Your user ID or profile information is not stored in cookies. Tendo uses cookies in the aggregate as opposed to using any personally identifiable information, to understand how users collectively use the Tendo App. This helps efforts to continually improve the Tendo App. Most web browsers are set to accept cookies, but if you prefer not to receive cookies you can set your browser to warn you or refuse cookies all together by turning them off in your browser.

Tendo may use non-personal information to analyze data into useful information. This process of data mining is done in the aggregate, is non-personal, and allows Tendo to find correlations and patterns in the data.

4. Information Security on the Tendo App

The Tendo App uses account information in a password-protected environment as a security measure to protect your data. Appropriate administrative, physical, and technical safeguards to protect data are employed. The Tendo App maintains a high level of data protection via safeguards such as data backup, audit controls, access controls, and some data encryption. Industry standard SSL encryption are used to enhance security of electronic data transmissions. But because even the most secure computer systems can be violated, Tendo cannot guarantee security.

If payments are collected through the platform, Tendo is responsible for ensuring the security of your credit card and cardholder data that may be stored, processed, or transmitted on your behalf. Tendo and American Well will maintain all applicable PCI DSS requirements to the extent that it has access to, or otherwise stores, processes, or transmits cardholder data.

You must also take appropriate precautionary measures to maintain the integrity of your data. Please be responsible to make sure no one can see or has access to your personal account and log-in/password information. If you use a public computer (e.g., at a library or a university), always remember to log out of the Tendo App. If you use the Tendo App through your employer's computer network or through an internet café, library, or other potentially non-secure internet connection, that use is at your own risk. It is your responsibility to check beforehand on your employer's or such other site's privacy and security policy with respect to Internet use.

Tendo is not responsible for your handling, sharing, re-sharing, or distribution of your personal information. If you forward personal information electronically to another

person on or off the Tendo App, Tendo is not responsible for any harm or other consequences from third party use or re-sharing of your information.

5. Updating Your Personal Information

You may update and correct your personal information at any time. For information received from your healthcare provider, this can be done by contacting your providers' office. For information entered directly into the Tendo App this can be done through the Tendo App or by contacting support@tendo.com.

6. Third Party Websites

The Tendo App may contain links to other sites. Your personal information is not shared with those sites (unless you specifically authorize such sharing), and Tendo is not responsible for the privacy procedures of those third-party websites. You should learn about their particular privacy policies.

7. Children

Tendo does not knowingly allow individuals under the age of 18 to create accounts that allow access to or use of the Tendo App.

8. Changes to this Privacy Policy

Tendo may change the terms of this Privacy Policy at any time. The changed Privacy Policy becomes effective immediately when it is posted in the Tendo App. You agree to review this Privacy Policy frequently to be familiar with its terms. And each time you use the Tendo App, you also agree to the then-current Privacy Policy.

DMCA NOTICE

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials appearing on the Tendo App infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. In addition, if you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet statutory requirements imposed by the DMCA. One place to find more information is the U.S. Copyright Office Web site, currently located at <http://www.loc.gov/copyright>.

In accordance with the DMCA, Tendo has designated an agent to receive notification of alleged copyright infringement in accordance with the DMCA. Any written Notification of Claimed infringement should comply with Title 17, United States Code, Section 512(c)(3)(A) and should be provided in writing c/o Tendo at support@tendo.com

Please note: If you materially misrepresent that online material, product, or activity is infringing your copyrights, you may be liable for damages (including court costs and attorneys' fees) and could be subject to criminal prosecution for perjury. We suggest that you consult your legal advisor before filing a notice or counter-notice.

APPLE-SPECIFIC TERMS AND CONDITIONS

In addition to your agreement with the foregoing Terms, and notwithstanding anything to the contrary herein, you acknowledge and agree to the following provisions with respect to your use of any Application that is compatible with the iOS operating system of Apple Inc. ("Apple"). Apple is not a party to these Terms and does not own and is not responsible for the Application. Apple is not providing any warranty for the Application, except if applicable, to refund the purchase price for it. Apple is not responsible for maintenance or other support services for the Application and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to the Application, including, without limitation, any third-party product liability claims, claims that the Application fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of the Application, including those pertaining to intellectual property rights, must be directed to Aetna. The license you have been granted herein is limited to a non-transferable license to use the Application on an Apple-branded product that runs Apple's iOS operating system and is owned or controlled by you, or as otherwise permitted by the Usage Rules set forth in Apple's App StoreSM Terms of Service. In addition, you agree to comply with the terms of any third-party agreement that is applicable to you when using the App, such as your wireless data service agreement. You acknowledge and agree that Apple and Apple's subsidiaries are third-party beneficiaries of this Agreement and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof. Notwithstanding the immediately preceding sentence, Aetna's right to enter into, rescind or terminate any variation, waiver or settlement under these Terms is not subject to the consent of any third party.