

Previdence Corporation

Platform Terms of Use

Last Updated: [21-05-2025]

This Platform Terms of Use (“Terms”) is a legally binding agreement between you and Previdence Corporation and our affiliated entities (collectively, “Previdence”) regarding your use of our proprietary technology platform and our related online services (collectively, the “Platform”). The terms “we,” “us” and “our” refer to Previdence. The terms “you” and “your” refer to you.

Please read these Terms carefully and completely before using the Platform. By accessing or using the Platform you are expressly agreeing to be bound by these Terms and any future changes to it. **IF YOU DO NOT AGREE WITH ALL OF THESE TERMS, THEN YOU MAY NOT ACCESS AND MUST IMMEDIATELY STOP ACCESSING AND USING THE PLATFORM.**

Please know that if you or your affiliated organization has executed a master services agreement with us (a “Master Agreement”), then you are also subject to the applicable terms and conditions of that Master Agreement. To the extent the Master Agreement conflicts or is inconsistent with these Terms, the Master Agreement shall take precedence and control.

These Terms cover the following topics:

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Intended audience

Our Platform is intended to be used by the following types of individuals:

- Health care providers and organizations, such as mental or behavioral health providers (collectively, “Providers”), who provide health care, wellness and other related health services (collectively, “Provider Services”) and who subscribe to the Platform. We refer to the individuals who are affiliated with such Providers as “Provider Users.”
- Individuals who are responsible for administering benefits or related services for the employers and other organizations who are clients of Previdence (each a “Client”). We refer to such individuals as “Administrative Users.”

- Individuals who are the recipients of benefits or related services from our Clients and who are named on the rosters provided to us by our Clients. We refer to these individuals as “Client Users.”
- Other individuals who are authorized by us, our Clients, or Providers to use the Platform. Such individuals together with our Provider Users, Administrative Users and Client Users are the “Users” of the Platform. You are a User.

If you are not an individual who falls within the scope of our intended audience, you do not have our permission to use the Platform.

How the Platform works

Previdence is a technology company that offers a variety of services to a variety of different types of users supported by a unified proprietary technology platform. THE PLATFORM DOES NOT PROVIDE PROFESSIONAL MEDICAL OR MENTAL/BEHAVIORAL HEALTH CARE SERVICES. PREVIDENCE CORPORATION IS NOT A HEALTH CARE PROVIDER. **IF YOU NEED IMMEDIATE ASSISTANCE, CALL 911 OR CONTACT YOUR NEAREST EMERGENCY MEDICAL PROVIDER.**

We make certain features and functionality of the Platform available to Provider Users, Administrative Users, Client Users and other Users, respectively. Please know that certain features and functionality of our Platform may not be available to you because of technical, legal or administrative limitations. Additionally, if your access is authorized by a Provider or a Client, that Provider or Client may instruct us to discontinue all or some of the Platform’s offerings available to you at any time with or without notice to you.

You may also have the ability to subscribe to certain services that we offer through the Platform. If you are using your account to subscribe to services on behalf of a Provider or a Client, you represent and warrant that you are authorized to agree to these Terms and any additional terms and conditions applicable to those services on behalf of your affiliated Provider or Client, as applicable.

Please also know that you may be required to agree to additional terms to use certain features or functionality of our Platform or to subscribe to certain services. Our Providers or Clients may also require or ask you to agree to additional consents or other legal documents. For example, if you are a Client User who desires to receive Provider Services from one of our Providers, the Provider may ask you to sign a consent to treatment form for the Provider Services.

Account enrollment and the security of your account

You have to create an account to use the Platform. You agree not to create more than one account for yourself or to create an account for anyone for whom you don’t have the legal authority to create an account. You also agree to provide true, accurate, current, and complete information as part of the account enrollment process and to keep this information current and updated as needed. We reserve the right to refuse services or terminate your account if the information you’ve provided is not true, accurate, current or complete.

You are responsible for maintaining your account credentials (e.g., username, password, passkey or other security measures) in strict confidence and you are liable for any breach of security caused by your failure to maintain the confidentiality of your account credentials. You will notify us immediately in the event of loss or theft of your account credentials, or if you believe the confidentiality of your account

credentials has been compromised in any way, or in the event of your learning about a possible or actual unauthorized use of any portion of our Platform, including your account. We are not liable for any loss or damages arising from your failure to maintain the confidentiality of your account credentials.

Conditions on your use of the Platform

As a condition of your use of the Platform, you understand and agree to all the following:

- You are authorized directly by us or a Client or Provider to access and use our Platform. Please see the Section on our [Intended audience](#) for a description of the types of Users who may use our Platform.
- You are at least the age of majority where you live (which is currently 18 years old in most states).
- You have the legal capacity to enter into this binding legal agreement with us.
- You will comply with all applicable federal, state, local, and international laws, regulations and rules.
- You will use the Platform in accordance with these Terms and not use the Platform for any purpose that is unlawful, that is not authorized in writing by us, that is prohibited by these Terms, or for any other purpose we do not reasonably intend.

If any of the conditions to use the Platform (listed above) are not satisfied by you, then you are not authorized to use our Platform and must cease all access or use of the Platform. Any unauthorized use of the Platform (including without limitation, accessing any aspect of the Platform for which you are not authorized) is expressly prohibited.

Prohibited uses of the Platform

You may not access or use, or attempt to access or use, the Platform to take any action that is likely to (1) cause harm, offense, or nuisance to us or any third party, (2) interfere with the operation of the Platform, or (3) violate any applicable law. For example, and without limitation, you may not:

- Use the Platform for any illegal, unethical, abusive, offensive, harassing, or unsolicited purpose;
- Disassemble, decompile, reverse engineer or use any other means to attempt to discover any source code or underlying ideas, algorithms or organization of the Platform;
- Obscure, alter or remove any patent, trademarks or other proprietary or legal notice affixed to or contained in the Platform;
- Encumber, sublicense, transfer, sell, export, re-export, distribute or otherwise commercially exploit the Platform (including without limitation any Platform Content) for the benefit of any third party (*e.g.*, any time-sharing or service bureau arrangement);
- Use the Platform to advertise, sell, or make a profit;
- Copy, create derivative works of, or otherwise modify the Platform;
- Publicly perform and/or show any Platform material;
- Use the Platform in any way that is damaging to the Platform or that impacts other user access to the Platform;
- Misrepresent your identity, provide false information, impersonate another person or entity, or misrepresent your relationship with a person or entity or attempt to use another person's account;
- Attempt to gain unauthorized access to the Platform;
- Engage in any data mining, data harvesting, data extraction, or any other similar activity in relation to the Platform or while using the Platform;

- Use an application programming interface (API) or any other means of connection to access or use the Platform other than those made available by us, unless otherwise preapproved by us; or
- Assist a third party in engaging in any of these prohibited activities.

Privacy policy and security

Please read the Platform Privacy Policy to learn how personal information about you is collected, used, and disclosed, retained, and protected. We have implemented reasonable administrative, technical, and physical security measures designed to protect the confidentiality, integrity, and accessibility of your personal information. We are the owner of the Platform, and as between you and us, we own all data collected, generated, or derived through the Platform. By agreeing to these Terms, you are also agreeing to the Platform Privacy Policy. The Platform Privacy Policy (and changes to it) are incorporated by reference into these Terms.

Intellectual property rights

The Platform and all content and other materials on the Platform, including all logos, designs, text, graphics, pictures, information, data, software, sound files, other files, and the selection and arrangement thereof (collectively, “Platform Content”) and all right, title, and interest in, to, and under such Platform Content is owned by Providence Corporation, its licensors, or other providers of such material. The entire selection, coordination, arrangement, and “look and feel” of the Platform and Platform Content are copyrighted as a collective work. Nothing under these Terms is to be construed as a sale or other conveyance or grant to any person of any rights in, to, under, or related to the Platform, the Platform Content, or any other intellectual property rights we own. To the extent AI Capabilities (defined below) are used, as between you and us, the AI Capabilities and any other underlying technologies are and will remain our exclusive property or, if applicable, the property of our licensors.

“MyOmnia®” and all related names, logos, product and service names, designs, and slogans (“Providence Marks”) are trademarks of Providence Corporation or its affiliates or licensors. You must not use Providence Marks without our prior written permission. All other names, logos, product and service names, designs, and slogans on the Platform and the website are the trademarks of their respective owners.

Subject to these Terms, we grant you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to access and use the Platform in the United States solely for your professional use if you are a Provider User or Administrative User, or your personal use if you are a Client User or another type of User. Any rights not expressly granted herein are reserved by us and our licensors.

User submissions and feedback

If you provide any information to us, including your personal information (whether in connection with account registration or otherwise), you represent and warrant that: (1) you are providing or accessing only your own information; and (2) our use of such information will not infringe upon or misappropriate the intellectual property rights of other third parties, including rights of privacy, or violate any applicable law. If you are posting content to our Platform please read the Section below on the [Digital Millenium Copyright Act](#).

We always welcome your feedback, suggestions, and requests for enhancements or functionality, or on how to otherwise improve the Platform or Platform Content, or both. By transmitting any suggestions, information, material, or other content (collectively, “Feedback”) to us, you automatically grant us a

royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, redistribute, transmit, perform, and display such Feedback (in whole or part) worldwide or to incorporate it in other works in any form, media, or technology now known or later developed for the full term of any rights that may exist in such Feedback. We will have full discretion over whether or not to utilize any Feedback. Further, we will be free to use any ideas, concepts, know-how, techniques, and suggestions contained in any communications you send to the Platform for any purpose whatsoever.

Communications policy

The Platform may include capabilities for you to communicate with us, other Users or other third parties, whether by submitting emails or other electronic messages or providing your telephone number, cell phone number, physical address, or other means of communication. If you provide information to us, including your personal information, you consent to: (1) our review and analysis of such information; and (2) your receipt of our return messages, whether by phone, text, mail, or email, in each case, sent by us or a third party acting on our behalf. You further consent to receive such communications by automated dialing equipment or artificial or prerecorded messages, or a combination of the foregoing. You may receive multiple messages each day. Data and text message rates may apply. We are not responsible for any data transmission fees. You can opt out at any time from receiving text messages by replying "STOP." Please allow sufficient time for your preferences to be processed. This opt-out process also does not apply to live phone calls or emails, which may continue in case we need to reach you.

You further agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You waive any rights or requirements under any applicable law which requires an original signature, signature by name or initial, or delivery or retention of non-electronic records. You also agree to the use of electronic signatures (including clickwraps), contracts, consents, authorizations, and other records, and to the electronic delivery of notices, policies, and records of transactions initiated or completed by or through the Platform, SMS (or other text messaging applications), or email.

Payment policy

To the extent you are using our Platform to make or facilitate payments using a credit card, debit card, or bank account information, the following payment policy applies to you. Please know that our Providers and Clients may have their own payment policies that may also be applicable to you. As between you and us, and to the extent it is applicable to your use of the Platform, you agree to pay all fees and charges associated with your account on a timely basis. If you enroll to make recurring payments automatically, all charges and fees will be billed to the credit or debit card you designate during the setup process. If you want to designate a different credit or debit card or if there is a change in your credit card, you must change your information that is registered under your account.

Please know that we utilize one or more third-party card processors to collect your card information and related personal information to process payments. These processors may require you to agree to additional terms and conditions regarding their payment processing services.

You represent and warrant that if you are making online payments that: (1) any credit card, debit card, or bank account information you supply is true, correct, and complete; (2) charges incurred by you will be honored by your credit/debit card company or bank; (3) you will pay the charges incurred by you in

the amounts posted, including any applicable taxes; (4) you are the person in whose name the card was issued; and (5) you are authorized to make a purchase or other transaction with the relevant credit card and credit card information.

Artificial intelligence (AI)

The Platform and related services may include the use of artificial intelligence (AI), machine learning engines or systems, neural networks, or similar systems (collectively “AI Capabilities”). We may provide you with additional information, notices or disclaimers regarding AI Capabilities and, if required by applicable law, any rights you may have with respect to our use of certain AI Capabilities. You agree we may, in our sole discretion, decide whether to use AI Capabilities and may modify or discontinue our use of AI Capabilities at any time.

To the extent we make our AI Capabilities available directly to you, you are responsible for all information and data you may input into the AI Capabilities (collectively, “AI Input”). You represent and warrant that you have all rights, licenses, and permissions required to share your AI Input with us. We cannot guarantee the accuracy, completeness, or timeliness of the information or output generated by the AI Capabilities, including without limitation any AI output that is generated in connection with information or data that you may input on the Platform or in connection with the services (collectively, “AI-Generated Content”). AI-Generated Content must not be used as a substitute for professional advice. You must verify the AI-Generated Content and consult appropriate professionals for specific advice or information. We suggest that you do so before making any decision based on such AI-Generated Content. We do not assume, and we specifically disclaim, any responsibility or liability damages or losses resulting from your use or interpretation of this AI-Generated Content. Any actions that you take based on AI-Generated Content are at your own risk. Additionally, the AI-Generated Content is not intended to be offensive or discriminatory. If you find any AI-Generated Content that is offensive or discriminatory, please report it to us.

To the extent the Platform and related services may use AI Capabilities, you acknowledge and agree that we may process and store your AI Input, AI-Generated Content, personal information, and derivatives thereof in accordance with the Platform Privacy Policy. You further acknowledge and agree that we, to the extent permitted by applicable law, retain all ownership in and use of AI-Generated Content, and you will only use AI-Generated Content for your own personal use.

IN ADDITION TO ALL DISCLAIMERS AND LIMITATIONS INCLUDED IN THESE TERMS, WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF ANY AI CAPABILITIES, OR THE INFORMATION, TEXT, AND CONTENT INCLUDED IN THE AI-GENERATED CONTENT, OR THE USE OF AI-GENERATED CONTENT, INCLUDING WITHOUT LIMITATION, ACCURACY OF THE RESULTS, AVAILABILITY, SUITABILITY, RELIABILITY, OR CONTENT OF ANY INFORMATION PROVIDED THROUGH THE AI CAPABILITIES. WE WILL HAVE NO LIABILITY OR RESPONSIBILITY ARISING IN ANY WAY FROM CUSTOMER’S USE OF THE AI-GENERATED CONTENT OR ANY ERRORS OR OMISSIONS CONTAINED IN THE AI-GENERATED CONTENT.

Third-party content

The Platform may contain content, products, or services offered by third parties or hyperlinks (links) to one or more third-party websites from which certain third-party services, products, information, content, materials, merchandise, functionality, or other resources are made available to you (collectively, “Third-Party Content”). Such third parties may use or include AI Capabilities in their

respective Third-Party Content and may require you to agree to their respective terms of use and privacy policies applicable to their Third-Party Content. Your use of such third-party websites and Third-Party Content is and will remain subject to those additional terms, conditions, and policies of such third parties. We do not control or assume any responsibility or control over the acts, privacy policies, or website terms of use applicable to Third-Party Content, whether contained on the Platform or accessible via links. We reserve the right to terminate such links or such access at any time. Your use of any third-party website and Third-Party Content is at your own risk. You agree that we have no obligation to verify the current or continued accuracy of Third-Party Content and are not responsible for any errors or omissions made available via any such link to Third-Party Content.

Linking to our Platform

LINKING TO THE PLATFORM WILL BE CONSTRUED AS YOUR ACCEPTANCE TO THESE TERMS AND YOUR AGREEMENT TO ABIDE BY THE REQUIREMENTS BELOW. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT LINK THE PLATFORM. By choosing to link to the Platform, you agree to the conditions below:

- You will not suggest that you have formed an association with us or otherwise obtained our approval or endorsement of you or your content unless you have obtained our express prior written approval.
- You will not present false, misleading, or inaccurate information about us or otherwise damage our reputation in any respect and must not establish a link from any website containing content that could be construed as illegal, obscene, defamatory, harassing, offensive, or malicious.
- You will not use our trademarks or logos without our express written consent and agree to comply with all federal and state laws and agree to hold us harmless from failure to comply with any laws or regulations.
- You will not cause the Platform or any portion of it to be displayed, or appear to be displayed on any other website, for example by framing or in-line linking, or otherwise by creating a browser or border environment around the Platform or the Platform Content, or otherwise link to any part of the Platform other than the landing page, for example by deep linking.

MEDICAL DISCLAIMER, DISCLAIMERS OF WARRANTY, LIMITATIONS OF LIABILITY AND CLASS ACTION WAIVER

MEDICAL DISCLAIMER: PREVIDENCE CORPORATION IS A TECHNOLOGY COMPANY AND WE DO NOT EMPLOY ANY PROVIDERS OR PERFORM PROVIDER SERVICES. PROVIDERS ARE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR THE PERFORMANCE OF PROVIDER SERVICES. THE PLATFORM DOES NOT OFFER OR ENGAGE IN ANY CLINICAL, MEDICAL OR BEHAVIORAL HEALTH DIAGNOSIS, TREATMENT, OR MEDICATION MANAGEMENT SERVICES, AND DOES NOT PROVIDE EMERGENCY CARE OR LEGAL ADVICE. NOTHING CONTAINED IN THE PLATFORM OR PLATFORM CONTENT IS INTENDED TO CONSTITUTE PROFESSIONAL SERVICES OF ANY KIND OR THE PROVISION OF ANY SERVICES REQUIRING PROFESSIONAL LICENSURE OR CERTIFICATION. NOTHING IN THE PLATFORM SHALL BE CONSTRUED TO CREATE A PATIENT/PROVIDER RELATIONSHIP BETWEEN US AND YOU. WE DO NOT REPRESENT OR WARRANT THAT ANY PARTICULAR MEDICATION OR TREATMENT IS SAFE, APPROPRIATE, OR EFFECTIVE FOR YOU. WE DO NOT RECOMMEND OR ENDORSE ANY SPECIFIC TESTS, PROVIDERS, MEDICATIONS, PRODUCTS, OR PROCEDURES. YOU SHOULD NOT RELY ON ANYTHING CONTAINED IN THE PLATFORM. YOUR USE OR RELIANCE UPON THE PLATFORM IS DONE AT YOUR OWN RISK. THIS INCLUDES YOUR USE AND ACCESS TO ANY AI CAPABILITIES THAT WE MAY MAKE AVAILABLE TO YOU. NONE OF PREVIDENCE CORPORATION, ITS LICENSORS, OR ANY THIRD PARTIES WHO PROMOTE THE PLATFORM OR PROVIDE YOU WITH A LINK TO THE PLATFORM WILL BE LIABLE FOR ANY ADVICE OR CONTENT YOU OBTAIN FROM A PROVIDER VIA THE PLATFORM OR ANY OTHER INFORMATION OBTAINED FROM THE PLATFORM. YOU

ACKNOWLEDGE YOUR RELIANCE ON ANY SUCH PROVIDER, PROVIDER USER, OR CONTENT IS EXCLUSIVELY AT YOUR OWN RISK AND YOU ASSUME FULL RESPONSIBILITY FOR ALL RISKS ASSOCIATED THEREWITH.

CREDENTIALING DISCLAIMER: PREVIDENCE IS NOT A CREDENTIALING SERVICE, DOES NOT CREDENTIAL PROVIDERS OR PROVIDER USERS OR PERFORM ANY CREDENTIALING SERVICES, AND WILL NOT CREDENTIAL PROVIDERS OR ANY PROVIDER USER. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES ABOUT THE TRAINING OR SKILL OF ANY PROVIDERS MADE ACCESSIBLE TO YOU VIA THE PLATFORM.

DISCLAIMERS OF WARRANTY: WE DO NOT GUARANTEE THAT INFORMATION ON THE PLATFORM, INCLUDING WITHOUT LIMITATION ANY AI-GENERATED CONTENT, WILL BE ACCURATE, COMPLETE, TIMELY (REAL TIME), ERROR-FREE, SECURE, OR WITHOUT INTERRUPTIONS. YOU UNDERSTAND AND AGREE THAT THE PLATFORM, THE PLATFORM CONTENT, PROVIDER SERVICES, ANY OTHER SERVICES PROVIDED THROUGH THE PLATFORM, AND ALL THIRD-PARTY CONTENT ON THE PLATFORM ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, WE MAKE NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND RELATED TO THE PLATFORM, THE PLATFORM CONTENT, THIRD-PARTY CONTENT, OR ANY THIRD PARTY ACTS OR OMISSIONS, AND TO THE FULLEST EXTENT PERMITTED BY LAW WE DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, QUIET ENJOYMENT, DATA ACCURACY AND COMPLETENESS, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WE MAKE NO, AND DISCLAIM ANY, WARRANTY THAT THE PLATFORM, PLATFORM CONTENT, OR PROVIDER SERVICES WILL MEET YOUR REQUIREMENTS, BE UNINTERRUPTED OR ERROR-FREE, OR THAT WE CAN OR WILL FIX ANY ISSUED WITH MAY BE CONTAINED IN THE FOREGOING. WE DISCLAIM RESPONSIBILITY FOR ANY HARM RESULTING FROM DOWNLOADING OR ACCESSING ANY INFORMATION OR MATERIAL THROUGH THE PLATFORM, INCLUDING WITHOUT LIMITATION, HARM CAUSED BY VIRUSES OR SIMILAR DESTRUCTIVE PROPERTIES.

LIMITATIONS OF LIABILITY: YOU AGREE THAT NEITHER PREVIDENCE CORPORATION NOR ITS MEMBERS, OFFICERS, DIRECTORS, REPRESENTATIVES, EMPLOYEES, AGENTS, AFFILIATES, BUSINESS PARTNERS, SERVICE PROVIDERS, OR CONTRACTORS WILL BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUES, LOSS OF DATA, OR LOST PROFITS), PUNITIVE, OR EXEMPLARY DAMAGES, PENALTIES, OR SPECIAL LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE PLATFORM, THE PLATFORM CONTENT, OR ANY PROVIDER SERVICES, THE USE OF THE PLATFORM, THE PLATFORM CONTENT, OR ANY PROVIDER SERVICES BY ANOTHER PERSON ACCESSING YOUR ACCOUNT, OR YOUR VIOLATION OF THESE TERMS OR THE PLATFORM PRIVACY POLICY. YOU AGREE WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY FAILURE OF THE PLATFORM, THE PLATFORM CONTENT, OR ANY PROVIDER SERVICES WHETHER RESULTING FROM OR ATTRIBUTABLE TO (I) YOUR NETWORK, TELECOMMUNICATIONS, OR OTHER SERVICE, (II) TO EQUIPMENT FAILURE, OR (III) YOUR NEGLIGENCE, RECKLESSNESS, OR ANY INTENTIONAL OR WILLFUL CONDUCT OR THAT OF ANY PROVIDER OR CLIENT. YOU ALSO UNDERSTAND AND AGREE THAT WE ARE NOT RESPONSIBLE FOR A PROVIDER’S OR CLIENT’S ACTS OR FAILURE TO ACT.

YOU AGREE THAT PREVIDENCE CORPORATION WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR PENALTIES WHETHER ARISING OUT OF OR RELATING TO THESE TERMS, THE PLATFORM, THE PLATFORM CONTENT, OR THIRD PARTY CONTENT,

INCLUDING WITHOUT LIMITATION, LOST PROFITS, REVENUE, GOODWILL, DATA, OR DATA USE. THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES, LIABILITY, CAUSES OF ACTION OR CLAIMS ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH DAMAGES, LIABILITY, CAUSES OF ACTION OR CLAIMS WERE FORESEEABLE OR WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LIABILITY, CAUSES OF ACTION, OR CLAIMS. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE TERMS OR OUR PLATFORM PRIVACY POLICY MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR TOTAL CUMULATIVE AGGREGATE LIABILITY TO YOU, WHETHER IN CONTRACT, TORT, OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, THE PLATFORM, THE PLATFORM CONTENT, OR THIRD-PARTY CONTENT, SHALL NOT EXCEED \$100. THIS MONETARY CAP ON LIABILITY APPLIES REGARDLESS OF WHETHER WE HAVE BEEN INFORMED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH LIABILITY OR THE TYPE OF CLAIM (INCLUDING WITHOUT LIMITATION CONTRACT OR TORT).

CLASS ACTION WAIVER: YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED IN ACCORDANCE WITH THESE TERMS AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION LAWSUIT, OR CLASS OR COLLECTIVE ARBITRATION.

If applicable law does not allow for any disclaimer, limitation of liability, or waiver (or any portion thereof) as set forth in these Terms, the disclaimer, limitation of liability, or waiver will be deemed modified solely to the extent necessary to comply with applicable law.

This Section will survive the termination or expiration of these Terms.

Indemnification

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS PREVIDENCE CORPORATION AND ITS MEMBERS, OFFICERS, DIRECTORS, REPRESENTATIVES, EMPLOYEES, AGENTS, AFFILIATES, BUSINESS PARTNERS, SERVICE PROVIDERS, CONTRACTORS AND CLIENTS, FROM ANY AND ALL LOSSES, EXPENSES, DAMAGES AND COSTS, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH: (1) YOUR USE OF THE PLATFORM OR THE PLATFORM CONTENT; (2) THE USE OF THE PLATFORM OR PLATFORM CONTENT BY ANOTHER PERSON ACCESSING YOUR ACCOUNT; OR (3) YOUR VIOLATION OF THESE TERMS. This Section will survive the termination or expiration of these Terms.

Monitoring

We reserve the right at all times to electronically record and monitor areas of the Platform and may disclose any content, records, or electronic communication of any kind if required to do so by any law, regulation, or government request, if we believe that such disclosure is necessary or appropriate to operate the Platform, or to protect our rights or property or those of related third parties. By using the Platform, you are consenting to us recording and monitoring your activities on the Platform, and we may use third party vendors to assist us in recording and monitoring those activities. If you do not want your activities on the Platform recorded or monitored, please do not use the Platform.

Term and termination

These Terms are effective immediately upon accessing or using the Platform. The then-current version of these Terms will remain in full force and effect while you use the Platform. Your request and ability to access and use the Platform is not guaranteed. To the extent permitted by applicable law, we may turn off your access to the Platform without notice for any reason or no reason. Rights and obligations that should survive based on their respective nature will remain in full force and effect following termination or expiration of these Terms, including without limitation all disclaimers, limitations on liability, class action waiver, and indemnification.

Changes to these Terms

We may change these Terms at any time and for any reason. We may notify you of material changes through the Platform, by email or push notification to the mobile phone number you provided to us. By agreeing to these Terms, you agree to receive such notifications. You can access the most current version of these Terms that apply to your use of the Platform through the Platform. You can also contact us for a copy at:

Address:	5677 s 1475 e Ste 4B South Ogden, UT 84403
ATTN:	Privacy Officer: Aaron Burgin
Phone:	801-547-7860
Email:	aaron.burgin@previdence.com

Unless otherwise specified by us, all changes will be effective immediately upon being updated in the Platform. You should look at these Terms on a regular basis. The “Last Updated” date is posted at the top of these Terms. You agree to any changes by using the Platform after the changes become effective. If you do not agree to the changes, you must stop using the Platform.

Governing law and jurisdiction

Utah state law governs the interpretation of these Terms and our Platform Privacy Policy and will apply if there are disputes. Except as otherwise provided in the [Arbitration Agreement](#) below, disputes will be settled in Weber County, Utah.

Arbitration Agreement

ALL DISPUTES ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE WELLNESS PLATFORM THAT CANNOT BE RESOLVED INFORMALLY OR IN SMALL CLAIMS COURT WILL BE RESOLVED THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS, EXCEPT THAT YOU AND PREVIDENCE ARE NOT REQUIRED TO ARBITRATE ANY DISPUTE IN WHICH EITHER PARTY SEEKS EQUITABLE RELIEF FOR THE ALLEGED UNLAWFUL USE OF COPYRIGHTS, TRADEMARKS, TRADE NAMES, LOGOS, TRADE SECRETS, OR PATENTS.

The Federal Arbitration Act governs the interpretation and enforcement of this dispute-resolution provision. Arbitration will be initiated through the American Arbitration Association (“AAA”). If the AAA is not available to arbitrate, you and Previdence will select an alternative arbitral forum. The rules of the arbitral forum will govern all aspects of this arbitration, except to the extent those rules conflict with these Terms. The AAA Consumer Arbitration Rules (“AAA Rules”) governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration will be conducted by a single neutral arbitrator.

If the claim is for \$10,000 or less, the party initiating the arbitration may choose whether the arbitration will be conducted (1) solely on the basis of documents submitted to the arbitrator; (2) through a non-appearance based telephonic hearing; or (3) by an in-person hearing as established by the AAA Rules. In the case of an in-person hearing, the proceedings will be conducted at a location which is reasonably convenient for both parties with due consideration of the ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination will be made by the arbitration institution.

Your arbitration fees and share of arbitrator compensation will be limited to those fees set forth in the AAA Rules. If the arbitrator finds that either the substance of the claim or the relief sought in the arbitration is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In such case, you agree to reimburse Previdence for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within fourteen (14) calendar days of the arbitrator's ruling on the merits.

The arbitrator will have exclusive authority to decide the jurisdiction of the arbitrator, including any unconscionability challenge or other challenge that the arbitration provision or the Agreement is void, voidable, or otherwise invalid. The arbitrator shall also have the exclusive authority to determine the rights and liabilities, if any, of the parties. 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 all remedies available under applicable law and the arbitral forum's rules. 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 upon the parties.

Notwithstanding the foregoing, a party may pursue a claim for public injunctive relief either in court or through arbitration. If a court decides that any part of this Arbitration provision is invalid or unenforceable, the other parts of this Arbitration provision shall still apply. The remainder of these Terms will continue to apply and be unaffected by this severability provision.

Jury Trial Waiver

EXCEPT WHERE NOT PERMITTED BY LAW, YOU AND PREVIDENCE WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. RATHER, YOU AND PREVIDENCE ELECT TO HAVE CLAIMS AND DISPUTES RESOLVED BY ARBITRATION. IN ANY LITIGATION BETWEEN YOU AND PREVIDENCE OVER WHETHER TO VACATE OR ENFORCE AN ARBITRATION AWARD, YOU AND PREVIDENCE WAIVE ALL RIGHTS TO A JURY TRIAL AND ELECT INSTEAD TO HAVE THE DISPUTE BE RESOLVED BY A JUDGE.

Class Action Waiver

WHERE PERMITTED UNDER THE APPLICABLE LAW, YOU AND PREVIDENCE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR CONSOLIDATED ACTION.

Non-Export

The Platform is intended to be used only by users in the United States. We do not make any representation whatsoever that the Platform is accessible, appropriate, or legally available for use in locations outside the United States and accessing and using the Platform may be prohibited by those territories where doing so would be illegal. If you access or use the Platform from any such other locations, then you do so at your own initiative and risk and are solely responsible for compliance with local laws.

Those who choose to access the Platform from other locations do so on their own initiative and are responsible for compliance with all applicable local laws. Please also note that software is subject to United States export controls. No software may be downloaded from the Platform or otherwise exported or re-exported as follows: (1) into (or to a national resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the U.S. has embargoed goods; or (2) to anyone on the U.S. Treasury Department list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. You represent and warrant that you are not located in, under the control of, or a national resident of any such country or on any such list. You agree to comply with U.S. export control laws and that you will not transfer any software or other content from the Platform to a foreign national or foreign country in violation of those laws.

Digital Millennium Copyright Act

We respect others' intellectual property rights and ask others to do the same. If our Platform allows you to post content to the Platform that is visible to the public, we agree to with the copyright notice-and-takedown procedures set out in the United States Digital Millennium Copyright Act (DMCA), which applies to content reported and removed for violating U.S. copyright laws. Please note that any notice or counter-notice you submit must be truthful and must be submitted under penalty of perjury. A false notice or counter-notice may give rise to personal liability. You may therefore want to seek the advice of legal counsel before submitting a notice or a counter-notice.

If you decide to submit a notice, please include the following information in your notice:

1. Identification of the work(s) claimed to have been infringed and a statement of ownership to such work(s);
2. 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;
3. Information reasonably sufficient to permit us to contact you, such as an address, telephone number and e-mail address at which you may be contacted;
4. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;

5. A statement, under penalty of perjury, that the information in the notification is accurate and that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and
6. Your physical or electronic signature.

Please note that we may share any notices and counter-notices submitted to us with others in accordance with our Platform Privacy Policy. For more information on submitting notice or counter-notice, please contact us using the contact information below.

Miscellaneous terms

These Terms, including any legal notices and disclaimers contained on the Platform, as well as any other additional terms or conditions relevant to your use of the Platform, constitute the entire agreement between you and us in relation to your use of the Platform, and supersede all prior agreements and other understandings with respect to the Platform, in each case, between you and us. You agree that you have not relied on any promises or representations by us except as set forth in these Terms.

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions will be deleted without affecting the remaining provisions.

We are permitted to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification or consent required. You are not permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

Contact information

If you have questions, please contact us at:

Mailing Address:

Attn: Privacy Officer
Previdence Corporation
5677 South 1475 East
Suite 4B
South Ogden, UT 84403

Phone Number: (801) 409-0904

Email Address: compliance@myomnia.health