

Merlin™

Terms of Service

Welcome to Merlin™! Merlin™ is a HIPAA compliant health information management and telemedicine platform that enables patients and healthcare professionals to interact virtually. Before using Merlin™, please take some time to carefully read our Terms of Service below ("Terms," or "Agreement"). The Terms below constitute a binding contract between you and Merlin Health, LLC ("Company"). **Please note that Merlin™ is not intended to be used, nor should it be used for emergency purposes. In the event of an emergency, you shall call 911 or go directly to an emergency provider.**

1. Acceptance of Terms

By using the websites located at www.merlin.health, www.hellomerlin.io, www.merlin.doctor, and the various social media sites registered to Merlin Health LLC (collectively, the "Sites"), the Merlin™ mobile application (the "App"), and the various communication and information services that you may procure through such Sites or App, (together with the Sites and App, the "Services") offered by Company (together with its parents, subsidiaries, affiliates, agents, representatives, consultants, employees, officers, and directors - collectively "Company," "we," "us," and/or "our"), in any manner, including, but not limited to, visiting or browsing the Sites or contributing content, information, or other materials or services to the Sites, you, the Subscriber (as further defined below), acknowledge and agree to these legally binding rules. You also agree to our Privacy Policy and all other operating rules, policies, and procedures that may be published on the Services by Company. Our Privacy Policy, which describes how we collect and use information from you, is available at www.merlin.health/privacypolicy.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. PLEASE NOTE THAT THESE TERMS INCLUDE A CLASS ACTION WAIVER, A DISCLAIMER OF WARRANTIES, A DISCLAIMER OF LIABILITY, AS WELL AS A AN INDEMNIFICATION BY YOU. THESE TERMS ALSO DESCRIBE THE METHOD IN WHICH YOU MAY OPT-OUT OF THE ARBITRATION AGREEMENT.

Definitions

"Administrator" shall mean a Subscriber (as further defined below) with authority to designate additional Authorized Users and/or Administrators.

"Authorized User" shall mean an individual Subscriber or the partners, members, employees, temporary employees, and independent contractors of an organization with a subscription to the Service who have been added to the account as users.

"Healthcare Professional" means an Authorized User of the Services who maintains the appropriate licensure and authorization to offer medical advice.

“Registered Patient” means an individual who has been invited to use the patient-facing features of the Service in a limited capacity as a patient of a Healthcare Professional.

“Subscriber” shall refer to the procurer of the Services provided by Company (including paid services and free services) and shall also include any present or former agent, representative, independent contractor, employee, servant, attorney and any entity or person who had authority to act on your behalf.

“User Account” shall refer to the unique identifier to access and use the Service for each Authorized User or Registered Patient.

Access to the Services

Subscriber is only permitted to access and use the Service if he/she is an Authorized User or a Registered Patient. Authorized Users and Registered Patients are required to provide their full legal name, a valid U.S. mobile phone number, a date of birth, a legal permanent address, an email address, and any other information reasonably requested by the Service.

The initial Administrator shall be the originating Subscriber with authority to administer the subscription and designate additional Authorized Users, Registered Patients, and/or Administrators. Each subscription may designate multiple Authorized Users as Administrator. Any Administrator shall be deemed to have the authority to manage the subscription and any Authorized Users or Registered Patients. The Administrator will deactivate an active User Account if the Administrator wishes to terminate access to the Service for any Authorized User or Registered Patient.

A Subscriber using the App will be required to authenticate using Apple’s Touch ID or Face ID security protocols, or will be provided with a one time security code to access the App as part of our security procedures. In some cases, for access to website Services, a Subscriber may choose or be provided with a Username and/or password. Subscriber must treat such information as confidential, and must not disclose it to any other person or entity. Subscriber also acknowledges that your account is personal to Subscriber and agrees not to provide any other person with access to the Services or portions of it using Subscriber’s username, password or other security information. Subscriber agrees to notify Company at help@hellomerlin.io immediately of any unauthorized access to or use of Subscriber’s user name or password or any other breach of security. Subscriber should use particular caution when accessing Subscriber’s account from a public or shared computer, or in a public setting, so that others are not able to view or record Subscriber’s password or other personal information.

If Subscriber creates their own Username, Subscriber shall not use as a Username or any name or term that (i) is the name of another person or entity, with the intent to impersonate that person or entity; (ii) is subject to any rights of another person or entity, without appropriate authorization; or (iii) is offensive, vulgar, or obscene. If for any reason Company determines that Subscriber has failed to follow these rules, we reserve the right to terminate the Subscriber’s account and prohibit any and all current or future use of the Services by Subscriber, and if necessary bring a lawsuit against

Subscriber for any damages caused by inaccurate or false information.

Company cannot and will not be liable for any loss or damage arising from Subscriber's failure to comply with this section.

Age Restrictions

The Services are only available for individuals aged 13 years or older. If you are 13 or older but under the age of 18, you should review these Terms and the Privacy Policy with your parent or guardian. IF YOU ARE NOT AT LEAST 18 YEARS OLD, OR THE LEGAL AGE REQUIRED TO FORM A BINDING CONTRACT IN YOUR JURISDICTION IF THAT AGE IS GREATER THAN 18, YOU MAY NOT CLICK THE "I AGREE" BUTTON UNLESS YOU HAVE OBTAINED APPROVAL OF THIS AGREEMENT FROM YOUR PARENT OR LEGAL GUARDIAN.

Updates to the Terms of Service

Company may, at its sole discretion, update these Terms from time to time. If updates to the Terms occur, we will notify Subscriber by posting the updated terms on the Sites or by email to the email listed in the Subscriber account. It is Subscriber's responsibility to check the Terms periodically for updates. Updated versions of the Terms will never apply retroactively and the updated Terms will give the exact date they go into effect. Significant updates will go into effect no less than 30 days after we notify you. Subscriber's continued use of the Services following the effective date of any updates to the Terms means Subscriber accepts those new terms.

Healthcare Professional Requirements

The Healthcare Professional shall retain ultimate responsibility for management of patient care. If a Registered Patient schedules a telemedicine appointment, the Healthcare Professional agrees that Healthcare Professional has the appropriate licensure to offer healthcare advice to the Registered Patient.

Compliance

Merlin Health LLC has not been excluded from any federal healthcare program, and confirms that no basis for such exclusion exists, and that it has not been subject to any final adverse action as defined under the Health Care Fraud and Abuse Data Collection Program. Company agrees to notify Subscriber immediately if it is subject to an inquiry, investigation, or final adverse action by a governmental agency as to the provisions of services under these Terms. The Administrator, at its sole discretion, shall have the right to terminate these Terms immediately upon notice of such an event.

Company shall keep, maintain, and store all records relating to its services rendered hereunder in accordance with accepted professional standards and practices, and as may be required by the Subscriber and by any fiscal intermediary, federal, state, or local government agency, or other party to whom billings for Company's services are rendered. Company further agrees to make all such records available upon request for inspection or copying by Subscriber, subject to any federal or state laws relating to confidentiality of such records.

Company and the Healthcare Professionals using the Services agree to comply with those provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), set forth in Title XI, Part C of the Social Security Act (42 U.S.C § 1320d-1329d- 8) and the regulations thereunder (45 C.F.R Part 160,162, and 164) as amended, or any successor at law, if and to the extent applicable, which set forth standards for electronic transactions and standards for security and privileges of individually identifiable health information. All medical records and other individually identifiable information disclosed to Company, or assigned Healthcare Professionals, in any form, whether communicated electronically, on paper, or orally, shall be protected from unlawful disclosure in accordance with applicable federal and state law.

2. License Grant

Subject to this Agreement, Company grants Subscriber a non-exclusive, non-transferable, non-sublicensable, non-assignable license, during the term of this Agreement, to use the Services solely for the purpose of telemedicine, health information management, and doctor-patient communication services. All rights not expressly granted to Subscriber are reserved by Company, its affiliates and their respective licensors. Subscriber acknowledges and agrees that Subscriber will only use the Services as licensed hereunder and for the purpose intended for the Services. Subscriber agrees that Subscriber will not use the Services for any prohibited uses.

Prohibited Use

As a condition of use, Subscriber promises not to use the Services for any purpose that is prohibited by the Terms or law. Subscriber is responsible for all of Subscriber activity in connection with the Service. Subscriber shall not, and shall not allow any other party to:

- (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise provide or make available to any other party the Services in any way;
- (b) modify or make derivative works based upon the Services;
- (c) improperly use the Services, including creating Internet "links" to any part of the Services, "framing" or "mirroring" any part of the Services on any other websites or systems, or "scraping" or otherwise improperly obtaining data from Services;
- (d) reverse engineer, decompile, modify, or disassemble the Services, except as allowed under applicable law;
- (e) send spam or otherwise duplicative or unsolicited messages;
- (f) design or develop a competitive or substantially similar product or service;
- (g) copy or extract any features, functionality, or content thereof;

- (h) launch or cause to be launched on or in connection with the Services an automated program or script, including web spiders, crawlers, robots, indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burden or hinder the operation and/or performance of the Services;
- (i) attempt to gain unauthorized access to the Services or its related systems or networks;
or
- (j) use the Services for any illegal or lewd act, including, but not limited to, any pornographic, indecent, suggestive, harassing, threatening, abusive, inflammatory, libelous, defamatory, obscene, or fraudulent content or communications

Company reserves the right to deactivate or otherwise restrict Subscriber from accessing or using the Services in the event of a violation or alleged violation of the Terms, Subscriber's disparagement of Merlin Health LLC or any of its affiliates, or Subscriber's acts that cause harm to Company or its affiliates' brand, reputation or business as determined by Company in its sole reasonable discretion. Company reserves the right to investigate and take appropriate legal action, including without limitation, cooperating with and assisting law enforcement or government agencies in any resulting investigations of illegal conduct.

Company also reserves the right to access, read, preserve, and disclose any information as it reasonably believes is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request; (ii) enforce the Terms, including investigation of potential violations hereof; (iii) detect, prevent, or otherwise address fraud, security or technical issues; (iv) respond to user support requests; or (v) protect the rights, property or safety of Company, its users and the public.

Reservation of Rights

Subscriber acknowledges and agrees that the Services are provided under license, and not sold, to Subscriber. Subscriber does not acquire any ownership interest in the Services under the Terms, or any other rights thereto other than to use the Services in accordance with the license granted, and subject to all terms, conditions and restrictions, under the Terms. Company reserves and shall retain its entire right, title and interest in and to the Services, including all copyrights, trademarks and other intellectual property rights therein or relating thereto, except as expressly granted to you in the Terms.

3. Registered Patients - MEDICAL DISCLAIMER/ASSUMPTION OF RISK

BY CONSENTING TO THE TERMS OF THIS AGREEMENT AND USING THE SERVICES, YOU EXPRESSLY CONSENT TO THE LIMITATION OF LIABILITY SET FORTH ABOVE IN THIS PROVISION AND ACKNOWLEDGE AND CONSENT TO THE FOLLOWING:

i. The Services are not intended to be used, nor should it be used for emergency purposes. In the event of an emergency, you shall call 911 or go directly to an emergency provider.

ii. Merlin™ is NOT DESIGNED TO, AND DOES NOT, PROVIDE MEDICAL ADVICE. Company is not validating, affirming, providing or issuing medical advice and any communication received or transmitted by you through the Services should not be construed as such. Furthermore, Company is not responsible for your decision to seek or not seek medical care or choice of specific treatment based on your use of the Services.

COMPANY IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER INFORMATION, SERVICES OR PRODUCTS THAT YOU OBTAIN THROUGH THE SERVICES OR FROM YOUR HEALTHCARE PROFESSIONAL WHO MAY ACCESS INFORMATION OR SERVICES THROUGH SITES OR APPS. You are encouraged to confer with your Healthcare Professional with regard to information contained on or through the Services.

Company is not responsible for ensuring the identity of any Healthcare Professional who is using Services pursuant to your authorization or for ensuring that the Healthcare Professional is your healthcare provider. Moreover, by agreeing to these terms and conditions you acknowledge that by agreeing to treatment by a Healthcare Professional using the Services, you are entering into a doctor-patient relationship with the Healthcare Professional, and that you have provided a release compliant with 45 CFR 164 for the release of your private health information (PHI) to Merlin Health LLC and Merlin Doctors, P.A.. By agreeing to these terms and conditions you consent to Healthcare Professionals serving as independent contractors of Merlin Doctors, P.A. sharing this information with Company for the purposes described in our Privacy Policy. By agreeing to these terms and conditions you acknowledge and provide your full consent that such PHI will be stored by Company for use in the Services by both you and Healthcare Professionals you connect with using the Services. You also acknowledge the Services nor any Healthcare Professional of Merlin Doctors, P.A. are not intended to replace a primary care physician relationship, and that if you have a primary care physician, you are designating Merlin Doctors, P.A. and its Healthcare Professionals as your treatment provider because your primary care physician as applicable is not available. Use of the Services may not result in an ongoing relationship. Moreover you acknowledge that there is no guarantee of treatment, as Healthcare Professionals of Merlin Doctors, P.A. may determine that the Services are not appropriate for some or all of your needs, and therefore may elect not to provide treatment. If you are treated by a Merlin Doctors, P.A. Healthcare Professional, you have a right to your medical records in accordance with applicable law.

iii. All content, including text, graphics, images, and information, available on or through the Services ("Content") are for general informational purposes only. The Content is not intended to be a substitute for professional medical advice, diagnosis or treatment. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE, OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ ON electronic health records or other content, third-party or otherwise, contained on the Services. Do not rely on information contained on this application as a substitute for medical advice from a licensed healthcare professional.

iv. The Services are dependent upon a number of factors outside the control of Company, including but not limited to, the operation of third party provided hardware and network services.

v. Delay, interruption or failure may occur in communication through use of the Services. You shall not hold Company liable for any injury resulting from such delay or failure, for whatever reason, and expressly assume such risk through your use of the Services.

vi. You assume full responsibility and risk for your use and reliance on the Services.

You agree to the entry of your medical records into the Company's databases and understand that all reasonable measures have been taken to safeguard your medical information, in accordance with federal HIPAA standards, but that no computer or phone system is totally secure.

YOU AGREE THAT YOUR USE OF THE SERVICES IS ENTIRELY AT YOUR OWN RISK. COMPANY WILL UNDERTAKE ALL COMMERCIALY REASONABLE EFFORTS TO SECURE YOUR PERSONAL HEALTH INFORMATION. NEVERTHELESS, WITHOUT LIMITING ANY OF THE FOREGOING, EVERYTHING AVAILABLE THROUGH THE SERVICES, IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND EITHER EXPRESSED OR IMPLIED AS TO THE ACCURACY, COMPLETENESS, RELIABILITY, OR TIMELINESS OF THE INFORMATION. WE SHALL NOT WARRANT THAT ANY SERVICE PROVIDED BY COMPANY WILL BE UNINTERRUPTED OR ERROR FREE, NOR DO WE WARRANT THAT THIS SERVICE WILL BE FREE FROM VIRUS STRAINS OR OTHER DIGITAL THREATS.

4. Termination of Usage

Subscriber has the ability to terminate Subscriber's account at any time for any reason, or for no reason at all. Notwithstanding the foregoing, Subscriber may still be responsible for any applicable outstanding charges or fees. Correspondingly, Company can terminate or delete Subscriber's account or otherwise suspend Subscriber's access to the Services at any time and for any reason with reasonable and appropriate notice to Administrator or Registered Patient.

Company reserves the right to change, limit, suspend, or discontinue the Services (including, but not limited to, the availability of any feature, database, or Content) at any time for any reason. Subscriber agrees that Company shall not be liable to Subscriber or to any third party for any modification, suspension, or discontinuation of the Services.

Following termination of Subscriber's account, however, Subscriber's license to use Merlin™ Content automatically terminates, and Company has no obligation to provide Subscriber with use of the Services. All provisions of the Terms that are continuing shall survive termination of the Terms, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

5. Third-Party Services

The Services may permit Subscriber to link to other websites or resources on the internet. Links on the Services to third party websites, if any, are provided only as a convenience to Subscriber. If Subscriber uses these links, Subscriber will leave the Services. The inclusion on another website of any link to the Services does not imply control of, endorsement by, or affiliation with Company. Subscriber's dealings with third parties through links to such third-party websites are solely between Subscriber and such third parties. Subscriber agrees that Company will not be responsible or liable for any content, goods or services provided on or through these outside websites or for Subscriber's use or inability to use such websites. Company expressly disclaims any responsibility for the content, legality, decency or accuracy of any information, and for any products and services, that appear on any third-party website or application.

6. Intellectual Property

Through the Site, App, email, websites, and other media, the Services make accessible various content, including, but not limited to, videos, photographs, images, artwork, graphics, audio clips, comments, data, text, software, scripts, campaigns, other material and information, and associated trademarks and copyrightable works (collectively, "Content"). Subscribers of the Service may have the ability to contribute, add, create, submit, distribute, facilitate the distribution of, collect, post, or otherwise make accessible Content.

Merlin™ Content

Merlin™ content is protected in many ways, including copyrights, trademarks, service marks, trade secrets, and other rights and laws. Subscriber agrees to respect all legal notices, information, and restrictions contained in any content accessed through the Services. Subscriber also agrees not to change, translate, or otherwise create derivative works based off our content.

Subscriber has a limited, revocable, non-exclusive, non-transferrable license to use the website and Merlin™ Content solely for legally permitted activities related to the Services as outlined in these Terms.

Subscriber Content

Company, including third party partners and affiliates, may ask Subscriber for Feedback (as further defined below) on Subscriber's experience with the Services. Company shall become the owner of any reviews, comments, suggestions or other feedback regarding the Services posted to the Services or on Company's social media pages or other public websites (collectively, "Feedback") and it may share with any of its affiliates. Company will not be required to treat any Feedback as confidential and will not be liable for any Feedback posted on the Services or elsewhere by Subscriber. Without

limitation, Company will have exclusive ownership of all present and future existing rights to the Feedback of every kind and nature everywhere and will be entitled to use the Feedback for any commercial or other purpose whatsoever, including to advertise and promote Company and its Services, without compensation to Subscriber or any other person sending the Feedback. Subscriber specifically waives any "moral rights" in and to the Subscriber Content.

To the extent that Subscriber decides to post any content ("Subscriber Content"), including Subscriber's business profile information or Feedback, on the Services or on Company's social media pages, Subscriber agrees that Subscriber Content will not contain third-party copyrighted material, or material that is subject to other third-party proprietary rights, unless Subscriber has permission from the rightful owner of the material or Subscriber is otherwise legally entitled to post the material and to grant Company all of the license rights granted herein. Subscriber acknowledges that Subscriber is responsible for whatever material Subscriber submits, and Subscriber, not Company, has full responsibility for the Feedback, including its legality, reliability, appropriateness, originality, and copyright. Company may refuse to accept or transmit Subscriber Content. Additionally, Company shall have the right to delete, edit, modify, reformat, excerpt, or translate any of Subscriber Content.

Copyright Complaints

We have a policy of limiting access to our Services and terminating the accounts of users who infringe on the intellectual property rights of others. If you believe that anything in our Sites or App infringes any copyright that you own or control, you may notify Company's Designated Agent as follows:

Designated Agent: Merlin Health LLC
Address: 5601 Democracy Sr, Suite 250, Plano, TX 75024
E-Mail Address: help@hellomerlin.io

7. Electronic Communications

You acknowledge that by using the Services and checking the radio buttons or other forms presented to you on the Sites or Apps agreeing to our Terms of Service and Privacy Policy, you consent to receive communications from Company via telephone, text messaging, email, App notifications, and other electronic communications, or by posting notices to our websites, and that such action constitutes a legal signature. These communications may include information about your account, communications provided as part of the Services or for marketing purposes, and other notices, disclosures, or other materials in electronic form (collectively "Communications"). You consent to receive Communications in electronic form rather than paper form in accordance with the Electronic Signatures in Global and National Commerce Act, and your consent applies to all Communications that Company may be required to provide to you, and that Communications sent electronically will satisfy any legal communication requirements. The delivery of any Communications by us is effective when sent by us, regardless of whether you read the Communication or whether you actually receive the delivery. You can withdraw your consent by

cancelling your account and discontinuing your use of the Services.

8. Warranty Disclaimer

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SITES, APP, AND THE MATERIALS CONTAINED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE TERMS AND CONDITIONS, MERLIN HEALTH LLC AND ITS AFFILIATED COMPANIES AND THE SERVICE PROFESSIONALS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND OTHER REPRESENTATIVES (COLLECTIVELY, "COMPANY") EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND PERTAINING TO THE SITES, APP, AND THE MATERIALS THEREIN, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, SECURITY, ACCURACY, AVAILABILITY, USE REASONABLE CARE AND SKILL, AND NON-INFRINGEMENT, AS WELL AS WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING, AND COURSE OF PERFORMANCE. COMPANY MAKES NO WARRANTY THAT (I) THE SITES OR APP WILL MEET YOUR REQUIREMENTS, (II) THE SITES OR APP WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR FREE OF VIRUSES OR BUGS, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITES OR APP WILL BE ACCURATE OR RELIABLE, AND (IV) ANY ERRORS IN OR ON THE SITES OR APP WILL BE CORRECTED. ANY MATERIAL, CONTENT, OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED AND/OR USED THROUGH THE SITES AND APP IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, CONTENT OR INFORMATION. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR ON OR THROUGH THE SITES OR APP SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF, IN CONNECTION WITH OR RELATING TO YOUR USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, THE QUALITY OF THE SITES OR APP OR THE MATERIALS USED.

THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF GOOD WILL, LOSS OF USE, LOSS OF DATA, COST OF PROCURING SUBSTITUTE GOODS, SERVICES OR INFORMATION, LITIGATION OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF AN INDIVIDUAL ADVISES COMPANY OF THE POSSIBILITY OF SUCH DAMAGES.

THE LIMITATIONS OF LIABILITY SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN COMPANY AND YOU. THE PRODUCTS, INFORMATION AND SERVICES OFFERED ON AND THROUGH THE SERVICES WOULD NOT BE PROVIDED WITHOUT

SUCH LIMITATIONS.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE EXCLUSIONS AND LIABILITY ARE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IF IT IS DETERMINED THAT COMPANY IS LIABLE FOR DAMAGES, COMPANY'S AGGREGATE LIABILITY HEREUNDER, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00).

10. Dispute Resolution and Arbitration

Healthcare Professional and Patient Disputes

Company is not responsible for any disputes or disagreements between Healthcare Professional and Registered Patients or any other user you interact with when using the Services. You assume all risk associated with dealing with these third parties, and you release Merlin Health, LLC of all claims, demands, and damages in connection with these disputes. You also agree not to involve us in such disputes in any way.

Informal Resolution

It is Company's goal that the Services meet Subscriber's expectations and live up to Company's commitments to Subscriber. However, there may be instances when Subscriber feels that Company has not fulfilled its obligations or Subscriber may have a different type of problem or dispute that needs special attention. In those instances, Company is committed to working with Subscriber to reach a reasonable resolution that satisfies Subscriber; however, we can only do this if we know about and understand Subscriber's issue. Therefore, for any problem or dispute that Subscriber may have with Company, Subscriber acknowledges and agrees that Subscriber will first give Company an opportunity to resolve Subscriber's problem or dispute. In order to initiate this dispute resolution process, Subscriber must first send Company a written description of Subscriber's problem or dispute within thirty (30) days of the Services being performed by sending an email to: help@hellomerlin.io or by mail to Merlin Health, Attention: LEGAL, 5601 Democracy Dr, Suite 250, Plano TX 75024.

Subscriber then agrees to negotiate with Company in good faith about Subscriber's problem or dispute. This should lead to resolution, but if for some reason Subscriber's problem or dispute is not resolved satisfactorily within sixty (60) days after Company's receipt of Subscriber's written description of it, Subscriber agrees to the further dispute resolution provisions below.

Mutual Agreement to Arbitrate

SUBSCRIBER AGREES TO SUBMIT ANY DISPUTE RELATED TO SUBSCRIBER'S USE OF THE SITE AND/OR THE SERVICES TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEED IN

COURT. Subscriber agrees that, except as expressly set forth below, the sole and exclusive forum and remedy for any and all disputes and claims that cannot be resolved informally and that relate in any way to or arise out of Subscriber's use of the Services, any booked and performed Service(s), and these Terms of Service, shall be final and binding arbitration, except to the extent that either party has, in any manner infringed upon or violated or threatened to infringe upon or violate the rights of either party or any third party patent, copyright, trademark, trade secret, privacy or publicity rights, in which case both sides acknowledge that arbitration is not an adequate remedy at law and that injunctive or other appropriate relief may be sought by either party and/or the applicable third party(ies). Subscriber and Company acknowledge that these Terms affect interstate commerce and that the Federal Arbitration Act and federal arbitration law apply to arbitrations under these Terms (despite any other choice of law provision).

Arbitration under these Terms of Service shall be conducted by the American Arbitration Association (the "AAA"). The AAA rules are available at www.adr.org or by calling 1-800-778-7879. Upon Subscriber's filing of the arbitration demand, Company will pay all filing, administration and arbitrator fees for claims that total less than \$75,000. Regardless of the size of the claim, the parties agree to pay their respective fees, costs, and expenses, including those for any attorneys, experts, and witnesses. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief and attorneys' fees and expenses. As a limited exception to the mutual agreement to arbitrate, the parties agree that either party may take claims to small claims court, if the claims qualify for hearing by such court.

The arbitration shall take place in the state and county in which the Service was performed.

To the fullest extent permitted by applicable law, NO ARBITRATION OR OTHER CLAIM UNDER THESE TERMS AND CONDITIONS SHALL BE JOINED TO ANY OTHER ARBITRATION OR CLAIM, INCLUDING ANY ARBITRATION OR CLAIM INVOLVING ANY OTHER CURRENT OR FORMER USER OF THE SITE OR THE SERVICES, AND NO CLASS ARBITRATION PROCEEDINGS SHALL BE PERMITTED. SUBSCRIBER AGREES TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION. In the event that this CLASS ACTION WAIVER is deemed unenforceable, then any putative class action may only proceed in a court of competent jurisdiction and not in arbitration.

BOTH PARTIES AGREE THAT, WHETHER ANY CLAIM IS IN ARBITRATION OR IN COURT, SUBSCRIBER AND WE BOTH UNDERSTAND THAT BY USING ARBITRATION TO RESOLVE DISPUTES WE ARE GIVING UP ANY RIGHT THAT WE MAY HAVE TO A JUDGE OR JURY TRIAL WITH REGARD TO ALL CLAIMS SUBJECT TO THESE TERMS.

You agree that regardless of any statute or law to the contrary, any claim of cause of action arising from or relating to use of the Sites, App, the Services, or these Terms must be filed within one (1) year after such claim or cause of action arose, or will be forever barred.

11. Limitation of Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OR THE SHORTEST DURATION PERMITTED UNDER THE APPLICABLE LAW IF SUCH PERIOD IS GREATER THAN ONE (1) YEAR, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

12. Indemnification and Release

Subscriber agrees to indemnify and hold harmless Company, its related entities, affiliates, and their directors, officers, managers, employees, donors, agents, and licensors, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these Terms. Company reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with Company in asserting any available defenses.

13. Assignment

The Terms are personal to Subscriber, and are not assignable, transferable, or sublicensable by Subscriber except with Company's prior written consent. Any assignment in violation of this section shall be null and void. Company may assign, transfer, or delegate any of its rights and obligations hereunder without consent.

14. Relationship of Parties

No agency, partnership, joint venture, or employment relationship is created as a result of the Terms and neither party has any authority of any kind to bind the other in any respect.

15. Notice Policy and Subscriber's Consent

Under these Terms Subscriber is contracting with Merlin Health LLC, a Texas Limited Liability Company.

Notice should be addressed to Merlin Health, 5601 Democracy Dr, Suite 250, Plano TX 75024.

For the avoidance of doubt, we are entering into these Terms as principal and not as agent for any other Merlin Health company. Subject to any permitted assignment, the obligations owed by us under these Terms shall be owed to Subscriber solely by us and the obligations owed by Subscriber under these Terms shall be owed solely to us.

For Healthcare Professionals, we may give notice in writing to the address set forth by Subscriber in Administrator's account and such notice shall be sent via U.S. Mail, certified, return receipt requested, or by courier service. For Registered Patients, we may give notice in writing to the address set forth in Registered Patient's account and such notice shall be sent via U.S. Mail, certified, return receipt requested, or by courier service. Duplicate copies of notices may be provided via e-mail to the address in Administrator's account; except that the sending of any such duplicate copies shall not substitute for the original notice.

16. Geographic Limits of Service

The Services are only offered in the United States. Company makes no representation that materials contained on the Sites or App or products described or offered on or via the Sites or App are appropriate or available for use in jurisdictions outside the United States, or that these Terms comply with the laws of any other country. Accessing the Service is prohibited from territories where the Content is illegal. If Subscriber accesses the Services from other locations, Subscriber does so at Subscriber's own initiative and is responsible for compliance with local laws. Subscriber agrees that Subscriber will not access the Services from any territory where the contents are illegal, and that Subscriber, and not Company, are responsible for compliance with applicable local laws.

Company reserves the right, at any time in our sole discretion, to limit the availability and accessibility of the Services to any person, geographic area, or jurisdiction we so desire.

17. Governing Law

Except for the Arbitration Agreement set forth under Dispute Resolution and Arbitration, which is governed by the Federal Arbitration Act, these Terms of Service (and any further rules, policies, or guidelines incorporated by reference) shall be governed by and construed in accordance with the laws of the State of Texas and the United States, without giving effect to any principles of conflicts of law, and without application of the Uniform Computer Information Transaction Act or the United Nations Convention of Controls for International Sale of Goods.

Subscriber agrees that Company and its Services are deemed a passive website that does not give rise to personal jurisdiction over Company or its parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers or shareholders, either specific or general, in any jurisdiction other than the State of Texas. Subscriber agrees that any action at law or in equity arising out of or relating to these Terms, or Subscriber's use or non-use of the Services, shall be filed only in the state or federal courts located in Dallas County in the State of Texas.

There may be additional state specific rights and obligations relating to the provision of the Services. Such rights and obligations shall supersede any terms to the contrary otherwise contained in these Terms of Service.

18. Integration and Severability

These Terms and other referenced material constitute the entire agreement between Subscriber and Company with respect to the Services. If a court in any final, unappealable proceeding holds any provision of the Terms or its application to any person or circumstance invalid, illegal or unenforceable, the remainder of the Terms, shall not be affected, and shall be valid, legal and enforceable to the fullest extent permitted by law. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

19. No Waiver

The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

20.Contact

If you have any questions regarding these Terms, please contact us at help@hellomerlin.io or by mail at Merlin Health, 5601 Democracy Dr, Suite 250, Plano TX 75024.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THESE TERMS OF SERVICE AND THE PRIVACY POLICY, AND AGREE THAT MY USE OF THE SERVICES IS AN ACKNOWLEDGMENT OF MY AGREEMENT TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS HEREIN.

End.

Effective Date: December 15, 2017