

Terms of Service and Acceptance

Expansion Health, LLC ("EH") provides its service to you subject to the following Terms of Service and Acceptance ("TOS"), which may be updated by us from time to time without notice to you. If you visit our web site at <http://www.expansionhealth.com> (the "Site"), or any of our developed mobile applications (the "mobile platform"), you accept the terms of the TOS. You may review the most current version of the TOS at any time at www.expansionhealth.com/policies, or from the links provided in our developed mobile apps. In addition, when using particular EH services; you may also be subject to any posted guidelines or rules applicable to such services which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the TOS.

Description of Service

EH provides a mobile application platform service for users to make payment transactions for their out of pocket medical bills, as well as interact with various third party vendors websites and mobile apps (the "services") in partnership with our contracted health systems. Unless explicitly stated otherwise, any new features that augment or enhance the current Service shall be subject to the TOS. You also agree that from time to time the Service may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions, (ii) periodic maintenance procedures or repairs which EH may undertake from time to time, or (iii) causes beyond the control of EH or which are not reasonably foreseeable by EH.

Eligibility

The mobile platform and services are intended solely for persons who are 18 or older. Any access to or use of the mobile platform or services by anyone under 18 is expressly prohibited. By accessing or using the mobile platform or services you represent and warrant that you are 18 or older.

User Content

Within certain areas of the mobile platform and the services, users may post, upload, publish, submit or transmit text, information or other materials ("User Content") to be made available through the mobile platform and the services. By making available any User Content through the mobile platform and services, you hereby grant to EH a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast and otherwise exploit such User Content only on, through or by means of the mobile platform and the services. EH does not claim any ownership rights in any such User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such User Content.

You acknowledge and agree that you are solely responsible for all User Content that you make available through the mobile platform and the services. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all User Content that you make available through the mobile platform or the services or you have all rights, licenses, consents and releases that are necessary to grant to EH the rights in such User Content, as contemplated under these Terms; and (ii) neither the User Content nor your posting, uploading, publication, submission or transmittal of the User Content or EH's use of the User Content (or any portion thereof) on, through or by means of the

mobile platform and the services will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

Refund Policy

The Refund Policy applies to credit card and electronic check payments made via the EH mobile platform for out of pocket medical bills and reimbursements. EH will only issue refunds on credit card payments in cases of fraud or overpayment of an account. In cases of fraud, the customer must submit a signed affidavit from the bank or agency issuing the credit card.

When you pay by credit card, it is our policy to issue the refund back to that credit card account used to make the payment. Payment amounts received in excess of your charges will be refunded to you automatically directly by the provider.

Copyright

All content included on our mobile platform, such as text, graphics, logos, images, and data compilations, is the property of EH or its content suppliers and is protected by United States and international copyright laws. EH respects the intellectual property of others and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please follow the procedures outlined in our Copyright Notice.

No Resale of Service

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the mobile platform and the service, use of the mobile platform and the service, or access to the mobile platform and the service.

Disclaimer of Warranties and Limitation of Liability

THE MOBILE PLATFORM AND THE SERVICE IS PROVIDED BY EH ON AN "AS IS" AND "AS AVAILABLE" BASIS. EH MAKES NO REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE MOBILE PLATFORM AND THE SERVICE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THE MOBILE PLATFORM AND THE SERVICE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE MOBILE PLATFORM AND THE SERVICE IS AT YOUR SOLE RISK.

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Termination

You agree that EH, in its sole discretion, may terminate your use of the mobile platform and the service, and remove and discard any content within the mobile platform and the service, for any reason, including, without limitation, for lack of use or if EH believes that you have violated or acted inconsistently with the letter or spirit of the TOS. EH may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the mobile platform and the service under any provision of this TOS may be effected without prior notice, and acknowledge and agree that EH may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the mobile platform and the service. Further, you agree that EH shall not be liable to you or any third-party for any termination of your access to the mobile platform and the service.

Indemnification

You agree to indemnify and hold us and our subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of your breach of this agreement, or your violation of any law or the rights of any third party.

General Information The TOS constitutes the entire agreement between you and EH and governs your use of the mobile platform and the service, superseding any prior agreements between you and EH with respect to this matter. The TOS and the relationship between you and EH shall be governed by the laws of the State of Indiana without regard to its conflict of law provisions. The failure of EH to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision.

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Notice and Procedure for Making Claims of Copyright Infringement

Pursuant to Title 17, U.S.C. § 512(c), notifications of claimed infringement should be sent to EH's Designated Agent.

The written notice of claimed infringement provided to the Designated Agent must include the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.
2. Identification of the copyrighted worked claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
3. 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 the service provider to locate the material.
4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Written notification must be submitted to the following EH Designated Agent:

General Legal Counsel

Ice Miller LLP, Legal Counsel & Litigation

One American Square, Suite 2900

Indianapolis, IN 46282-0200

Phone: 317-236-2100

Fax: 317-236-2219