



1THCM – Care Management Software and Website Terms of Use

Agreement

This Terms of Use Agreement (“Agreement”) governs your use of the 1THCM – Care Management Software (accessed at the www.1thcm.com web site and the services made available through the 1THCM – Care Management Software (downloadable App) and the www.1thcm.com web site (together the “Site”). The Sites are operated by 1THCM – Care Management, Inc. (“1THCM”).

Please read this Agreement carefully before using any part of the Site. By accessing and using the Site, you are signifying your acceptance of this Agreement. If you decide to do more than review the publicly available contents of our Site, such as register or make use of the Site services, you will be asked to agree to additional terms and conditions, which are incorporated herein by reference. In the event of a conflict between those additional terms and conditions and this Agreement, the terms of the additional terms and conditions shall govern. If you use this Site on behalf of an organization, such as a healthcare provider, references in this Agreement to “you” and “your” are intended to be references to you individually and to your organization, both of which are to be bound.

Territory and Eligibility

You may only use the Site if you are located within the continental United States, and Alaska and Hawaii, and are at least 18 years of age.

Acceptable Use

You may not use the Site for anything other than a lawful and legitimate purpose, and not in any way that would violate this Agreement or the law. Regardless of the location from where the Site is used or accessed, you agree to comply with all applicable laws, regulations, statutes, and ordinances in connection with the use of the Site. Examples of prohibited uses include, without limitation: (a) violation of any person’s or entity’s proprietary, publicity, privacy, or other right; (b) use of the information obtained through or from the Site to commit fraud; (c) misuse or disclosure of a person’s or entity’s confidential or proprietary information; (d) downloading or otherwise exporting programs or content from the Site in violation of United States export laws; (e) transmission, storage, or knowing receipt of any obscene or pornographic material or engaging in any misleading, tortious, defamatory, libelous, or offensive activity; or (f) disruption of the Site or attempts to purposefully disrupt the Site, through use of methods such as viruses, Trojan horses, worms, time bombs, denial of service attacks, flooding, or spamming.



In addition, to the extent applicable, you agree not to use, access, combine, or disclose the information available on the Site in such a way that would violate the Health Insurance Portability and Accountability Act (“HIPAA”), its regulations or other applicable law.

Reporting Fraudulent Activity or Inappropriate Site Usage or Behavior

If you become aware of or suspect fraudulent or unlawful activity or any other activity that threatens the security of the Site, its content, operations or any part thereof, or appears to be a misuse or unauthorized access to any confidential or medical information, you are obligated to immediately report the activity to 1THCM. We ask that you also report to us any activity on or regarding the Site that comes to your attention that is inappropriate, abusive, or otherwise problematic. 1THCM reserves the right but not the obligation to pursue actions against any such wrongdoers. To report any of the foregoing problematic or potentially problematic activity, please contact 1THCM at www.1thcm.com/contact/

Reporting Certain Abuses to Law Enforcement Authorities; Legal Process and Notifications

1THCM reserves the right to report to local, national or international law enforcement agencies abuse and violations of this Agreement, including, without limitation, those that may compromise the safety of you or users of the Site or the subjects of information sent through the Site. Nothing in this Agreement shall be construed to prohibit or restrict 1THCM from complying with any applicable laws, law enforcement requests, subpoenas, legal requirements and legal reporting obligations relating to your or another user’s use of the Site, or use of information or user information.

Disclaimers

You expressly understand and agree that any and all information and services contained on, used through, or obtained from the Site are provided “as is” and on an “as available” basis. 1THCM, its licensors, and its information and service providers do not warrant that the information and services contained on, used through or obtained from the Site are accurate, complete, free from bugs, defects, harmful components, or errors, or that sent information will reach the intended destination or reach it in the form intended, or that the system will be accessible without interruption, or that any such defects, harmful components, errors or miss-deliveries will be corrected or removed.



1THCM makes no, and hereby expressly disclaims all, warranties, express or implied, including, without limitation, as to the merchantability, fitness for a particular use or purpose, non-infringement, title, or any other warranty, condition, guaranty, or representation, whether oral, written, or in electronic form, with respect to the content or operation of the Site, including but not limited to, regarding the quality, accuracy, usefulness, timeliness, availability, operation, or completeness of any information or services provided on or made available through the Site. Additional disclaimers may appear on the site and are incorporated herein by reference.

You acknowledge that 1THCM does not endorse or act in a representative capacity and is not responsible or liable for, any affiliate site, any Site user, or any third party.

No Third Party Beneficiary

Nothing in this Agreement shall be construed to establish a basis for claims against 1THCM (its officers, directors, or employees) by third parties asserting status as third party beneficiaries.

Down Time

1THCM takes commercially reasonable measures so that the Site is available without significant interruption, except for scheduled down time needed to help maintain effective operation of the Site. However, difficulties with hardware, software, and equipment as well as services supplied by others may result in service interruptions.

Functional Conformity

1THCM takes commercially reasonable measures so that the Site shall be free from defects in materials and faulty workmanship under normal use. The Site, and all functionality available on the Site as well as the 1THCM downloadable App, will perform in all material respects in conformance with 1THCM's then current specifications for the Software. 1THCM, however, does not warrant that the use of the Site will be uninterrupted or error-free. 1THCM is not liable for any functional nonconformity or Site failure due to causes beyond its reasonable control, including but not limited to acts or omissions of government or military authority, acts of God, telecommunications failures (including any systemic Internet failures and any interruptions in services of Internet Service Providers), transportation delays, earthquakes, fires, floods, labor disturbances, riots or wars. 1THCM will use commercially reasonable efforts to correct or repair any non-conforming functions on the Site, and to inform our users of any identified issues.



Security

1THCM will use reasonable security measures to protect the Site, and at least those security measures required by law. However, 1THCM is not responsible for any breach of security or for the unauthorized use by others of your information.

Links

From time to time, the Site may contain links to other sites. Such links are for your information and convenience only and the fact that they are linked to or from the Site does not mean that such sites or their contents, services or goods, are endorsed by 1THCM. When you visit such sites, please review their terms of use and privacy policies before you use them. You may not insert a link to the Site without 1THCM's prior written permission.

Denial of Access and Termination

1THCM may suspend, deny and terminate your access to the Site at any time. 1THCM reserves the right to access, read, copy, delete and disclose information on 1THCM's systems and equipment. 1THCM reserves the right to inspect any and all files and information stored on or transmitted through 1THCM equipment. Suspension, denial or termination of your use of the Site does not affect or terminate your obligations to 1THCM.

Fees and Charges

1THCM may charge for some or all of the services provided on or through the Site. Such charges will be set forth in a separate agreement between you and 1THCM, in this Agreement, on the Site itself, or on materials provided with the service, and 1THCM may change such charges on notice to you.

Intellectual Property

1THCM and its licensors and its information providers retain all intellectual property rights with respect to the Site. All Site content included or available on the Site, including, but not limited to, trade names, trademarks, service marks, text, graphics, interfaces, code, information, databases, technology (other than content or information sent to and from Site users) (collectively, the "Content"), and the selection and arrangement thereof, are the sole and exclusive property of 1THCM, or its licensors or information providers.

Indemnification

To the maximum extent allowed by applicable law, you agree to indemnify and hold harmless (and with respect to third party claims defend upon 1THCM's request), 1THCM, its affiliates, and licensors and information providers, from and against all claims, suits, proceedings, losses, liabilities, and expenses, including without limitation,



attorneys' fees in connection with a third party claim, whether the claim or harm sounds in tort, contract, or otherwise, which arise out of, are a result of, or relate to your breach of any obligation, provision, acknowledgement, representation or warranty in this Agreement, your use of the Site or any information sent, accessed, viewed, or received through the Site, your use of Content, and/or your activity in relation to the Site.

Electronic Communications

By using the Site, you are consenting to receive communications from 1THCM electronically and agreeing that 1THCM may communicate with you via e-mail, or text by posting notices on this Site, and also, if 1THCM wishes, by regular means of communication, including for example, postal mail. You agree that all agreements, disclosures, notices and other communications that 1THCM provides to you electronically satisfy any legal requirement that such communication be in writing.

Additional Terms

From time to time, the Site may contain additional terms and conditions (the "Additional Terms") governing your use of the Site or components thereof, which Additional Terms are hereby incorporated by reference. You agree to comply with any such Additional Terms as part of this Agreement.

General

This Agreement shall, for all purposes, be construed, governed by, and enforced solely and exclusively in accordance with the laws of the State of Texas, USA, without giving effect to its conflict of law provisions or your actual state of residence or domicile. You hereby agree that the courts located in Austin, TX, USA, will constitute the sole and exclusive forum for the resolution of any and all disputes arising out of or in connection with this Agreement and you hereby irrevocably consent to the personal jurisdiction and venue of such courts and irrevocably waive any objections thereto. Any judgments obtained by such courts may be entered and enforced against you in any jurisdiction where you or your assets are located. You hereby waive any right to couple a claim with the claim(s) of others against 1THCM. Any legal action concerning this Agreement or the Site must be brought by you within one (1) year after the claim or cause of action arises. If any provision of this Agreement is held to be invalid or unenforceable such provision shall be struck and the remaining provisions shall be enforced. 1THCM's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent and/or similar breaches.



Changes

1THCM may change the Site and/or the downloadable Apps, its appearance, content, services or information, at any time in its discretion. 1THCM may change this Agreement from time to time as well. With respect to material changes in the Agreement, 1THCM will post a notice on the home page of the Site that the Terms of Use have been changed. With respect to changes that affect only Additional Terms, 1THCM will post a notice of such change where the Additional Terms were posted or linked to on the Site. Please check the Site periodically for any such notices.

In addition, the effective date of the modified Agreement shall be set forth below at the end of this Agreement or, for changes in the Additional Terms, at the end of the posting regarding those changes. If you do not want to be bound by the modified Agreement or Additional Terms in your use of the Site, you should not continue to access or use the Site or use the services made available to you because you agreed to the Additional Terms. Your continued use of the Site following the posting of changes to the Agreement will constitute your acceptance of the modified Agreement. Your continued use of the services subject to the Additional Terms following the posting of changes to such Additional Terms, will constitute your acceptance of the modified Additional Terms.

Questions

Please contact us at support@1thcm.com if you have questions about 1 True Health – Care Management, the Site or problems with the functionality of this Site.