

## Laguna's Site and Services Terms of Use

Last Revised: December 23, 2020

Laguna Health Inc. and its affiliates (“Laguna”, “we”, “our”) welcome you (the “User(s)”, or “you”) to our website at [www.getlaguna.com](http://www.getlaguna.com) (the “Site”) and/or services. We may provide our services to you via our Site or via other methods of communication (e.g. messages, emails, chats, calls, push notifications, etc.). Our services, whether offered via the Site or otherwise will be collectively referred to herein as the “Service(s)” (and further detailed below). Your use of our Services is subject to the terms and conditions hereunder.

### 1. Acceptance of the Terms

By entering, connecting to, accessing or using the Site and/or Services, by creating an Account (as defined below), or by otherwise electronically accepting this document - you acknowledge that you have read and understood the following terms of use, including the terms of our **Privacy Policy** available at <http://docs.getlaguna.com/privacy.pdf> (collectively, the “Terms”) and you agree to be bound by them and to comply with all applicable laws and regulations regarding your use of our Services and you acknowledge that these Terms constitute a binding and enforceable legal contract between Laguna and you. **If you do not agree to these terms, or if you do not possess the legal capacity to enter into these terms, please do not enter to, connect to, access or use the Site and/or the Services in any manner.**

The Site and Service is available only to individuals who (a) are at least sixteen (16) years old; and (b) possess the legal capacity to enter into these Terms and to form a binding agreement under any applicable law. You hereby represent that you possess the legal authority to enter into these Terms and to form a binding agreement under any applicable law, to use the Site and Services in accordance with these Terms, and to fully perform your obligations hereunder.

*If you are a representative of a hospital (including nurses) or another medical institute (collectively, "Medical Provider(s)") and wish to use our Services as part your patient service program, (i) your organization is required to execute a separate legal agreement with us (for such purpose, please contact us at [connect@getlaguna.com](mailto:connect@getlaguna.com)), and (ii) you shall require your patients/customers to accept these Terms prior to any use of our Services.*

**IMPORTANT:** Unfortunately, we are not equipped to respond to emergencies. If you are experiencing an emergency please call 911, or go to your nearest emergency room.

### 2. The Site and the Services

Our Services are intended to assist individuals who are in the process of rehabilitation, to obtain their medical records, and coordinate and receive therapeutic treatments via phone calls, video calls, chats, etc. with professional therapists and/or physicians. The scope and nature of the Services may be updated and changed from time to time.

*In order to allow us to request medical records on your behalf, you will be requested to complete an authorization for use and/or disclosure of Health Information form (the "Authorization Form"). The Authorization Form may be provided to you by us, your doctor, nurse, medical physician, or other Medical Providers. To the extent the Authorization Form was not physically provided to you, or electronically provided to you via our Service, you may contact us via [connect@getlaguna.com](mailto:connect@getlaguna.com).*

The Site also provides you with comprehensive information regarding Laguna's Services, partners, resources library, news regarding our company and so forth, including any other content related thereto such as contact information, videos, logos, button icons, images, data compilations, links, other specialized content, the "look and feel" of the Site, related graphics, illustrations, drawings, animations, and other features obtained from or through the Site (collectively, the “Content”).

The Content does not bind Laguna in any form, and in any case where the Content contradicts or is inconsistent with separate agreements executed directly between Laguna and you, the information supplied by Laguna on a first-person basis shall prevail.

*All rights in and to the content available on the Site and Services are reserved to Laguna or its licensors. To the extent legally permissible, the Site, Services, and the Content available therein are provided on an “as is” basis. Laguna and its representatives will not be liable for any damage, loss, cost or expense incurred by you or any other person as a result of or in connection with your use of the Site, Services and/or the Content available therein.*

*Any information and content that is made available to you on or via the Site or Services does not and should not replace your own judgment. Please consult with professionals before making any decision or taking any action based on any information that is available on our Site or Services.*

*Your use of the Services and/or the Site and/or the Content is entirely at your own risk.*

**Note:** The use of our Services is currently free of charge. However, we reserve the right to charge fees for certain features or services in the future. You hereby acknowledge and agree that you may be charged for Internet, maintenance of network connection and data usage charges made through use of the Site, according to the applicable rates charged by your respective third party Internet, data usage service provider, or mobile company as may be from time to time. Please note that the Service will not be available to you if your mobile phone, device or tablet are not connected to the internet or mobile network for whatever reason.

### **3. Medical Providers' Responsibility**

Our Service, among other things, eases the connection between Users and Medical Providers. Such Medical Providers may provide you with certain services. We only engage with Medical Providers who are committed to abide by applicable laws and regulations.

We do not own, sell, control, endorse, sponsor and are not involved in any manner whatsoever with the various products, offers, initiatives, treatments or third-party-services provided to you by the Medical Providers. Such third-party-services, treatments products, offers, or initiatives are provided to you solely by the applicable Medical Provider.

*Any medical observation or treatment decision are in the full responsibility and liability of the Medical Provider or any other professional who is treating your medical condition. As a responsible patient, you are required to consult with and update your medical supervisor throughout your treatment.*

*We do not provide any warranties (express or implied) as to the success or effectiveness of any treatment or therapy.*

*Without derogating from the generality of the foregoing, we are not liable for any loss or damage related to: (i) any act or omission of the Medical Providers; (ii) actions taken (or not taken) by you, relying on the information that was provided to you by Medical Providers; (iii) any expected or unexpected side effects related to any treatment, medicine or therapy; or (iv) any outcomes related to the use of our Services.*

### **4. Use Restrictions**

There are certain conducts which are strictly prohibited when using the Site. Please read the following restrictions carefully. Failure to comply with any of the provisions set forth herein may result (at Laguna's sole discretion) in the termination of your use of the Site and/or Content and/or Services and may also expose you to civil and/or criminal liability.

**Unless otherwise explicitly permitted under these Terms or in writing by Laguna, you may not (and you may not permit anyone to):**

- (a) use the Site and/or the Content for any illegal, immoral, unlawful and/or unauthorized purposes;
- (b) use the Site and/or Content for non-personal or commercial purposes;
- (c) remove or disassociate, from the Content and/or the Site, any restrictions and signs indicating proprietary rights of Laguna or its licensors, including but not limited to any proprietary notices contained in such materials (such as ©, ™, or ®);
- (d) interfere with or violate Users' rights to privacy and other rights, or harvest or collect personally identifiable information about Users without their express consent, whether manually or with the use of any robot, spider, crawler, any search or retrieval application, or use other manual or automatic device, process or method to access the Site and retrieve, index and/or data-mine information;

(e) interfere with or disrupt the operation of the Site or the servers or networks that host the Site, or disobey any laws, regulations, requirements, procedures, or policies of such servers or networks;

(f) falsely state or otherwise misrepresent your affiliation with any person or entity, or express or imply that Laguna endorses you, your Site, your business or any statement you make, or present false or inaccurate information about the Site;

(g) take any action that imposes, or may impose, an unreasonable or disproportionately large load on our platform infrastructure, as determined by us;

(h) bypass any measures we may use to prevent or restrict access to the Site;

(i) copy, modify, alter, adapt, make available, translate, port, reverse engineer, decompile, or disassemble any portion of the Content made accessible by Laguna on or through the Site, or publicly display, reproduce, create derivative works from, perform, distribute, or otherwise use such Content;

(j) copy, distribute, display, execute publicly, make available to the public, reduce to human readable form, decompile, disassemble, adapt, sublicense, make any commercial use, sell, rent, transfer, lend, process, compile, reverse engineer, combine with other software, translate, modify or create derivative works of any material that is subject to Laguna's proprietary rights, including Laguna's Intellectual Property (as such term is defined below), in any way or by any means;

(k) make any use of the Content on any other Site or networked computer environment for any purpose without Laguna's prior written consent;

(l) create a browser or border environment around Laguna Content (no frames or inline linking is allowed);

(m) sell, license, or exploit for any commercial purposes any use of or access to the Site and/or the Content;

(n) frame or mirror any part of the Site without Laguna's prior express written authorization;

(o) create a database by systematically downloading and storing all or any of the Content from the Site;

(p) transmit or otherwise make available in connection with the Site any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component;

(q) use the Site for any purpose for which the Site is not intended; and/or

(r) infringe and/or violate any of the Terms.

## **5. Registration and User Account**

The use of certain Services will require you to create a User account (the "Account") by completing our electronic registration form. In order to create an Account you acknowledge and agree that you will be required to provide Laguna with certain information, which may consist of personally identifiable information such as, first and last name, email address, and a mobile telephone number. Additionally, Laguna will have access to the information you choose to share with or make accessible to Laguna (such as medical records that you authorize us to obtain with the Authorization Form). A comprehensive explanation regarding the information that we collect from our Users appears in our Privacy Policy. You may not have more than one (1) active Account. You must provide accurate and complete information when creating an Account and you agree to not misrepresent your identity or your Account information. You agree to keep your Account information up to date and accurate.

You may not permit any third party to use your Account without the prior written consent of Laguna. You must notify us immediately of any unauthorized use of your Account and take any other measure required by Laguna. We will not be liable for any loss or damage arising from a third party's access to your Account through the registration information s/he had obtained from you or through a violation by you of these Terms, or for any unauthorized use of your Account or any other breach of security.

YOU ARE SOLELY AND FULLY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF THE ACCOUNT AND FOR ALL ACTIVITIES THAT OCCUR UNDER YOUR ACCOUNT. Cancelling your account may cause the loss of certain information you had provided us. We do not accept any liability for such loss.

## **6. Minors**

The Site is intended for Users over the age of sixteen (16). We reserve the right to request proof of age at any stage so that we can verify that minors under this age are not using the Site. In the event that it comes to our knowledge that a person under the age of sixteen (16) is using the Site, we will prohibit and block such User from accessing the Site and will make all efforts to promptly delete any Personal Information (as such term is defined in our Privacy Policy) with regard to such User.

## **7. Privacy Policy**

We respect your privacy and are committed to protect the information you share with us. We believe that you have the right to know our practices regarding the information we collect when you connect to, access or use the Site and our Services. Our policy and practices and the type of information collected are described in detail in our [Privacy Policy](#). You agree that Laguna may use personal information that you provide or make available to Laguna in accordance with the Privacy Policy. If you intend to access or use the Site or our Services, you must first read and agree to the [Privacy Policy](#).

## **8. Intellectual Property Rights**

The Site and the Content included therein, our Services, and any and all intellectual property rights pertaining thereto, including, but not limited to, inventions, patents and patent applications, trademarks, trade names, service marks, copyrightable materials, domain names and trade secrets, whether or not registered or capable of being registered (collectively, “**Intellectual Property**”), are owned by and/or licensed to Laguna and are protected by applicable patent, copyright and other intellectual property laws and international conventions and treaties. All rights not expressly granted to you hereunder are reserved by Laguna and its licensors.

The Terms do not convey to you an interest in or to Laguna's Intellectual Property but only a limited revocable right to remotely access our Services in accordance with the Terms. Nothing in the Terms constitutes a waiver of Laguna's Intellectual Property under any law.

To the extent you provide any feedback, comments or suggestions to Laguna (“**Feedback**”), Laguna shall have an exclusive, royalty-free, fully paid, worldwide, perpetual and irrevocable license to incorporate the Feedback into any of Laguna's current or future products, technologies or services and use same for any purpose all without further compensation to you and without your approval. You agree that all such Feedback shall be deemed to be non-confidential. Further, you warrant that your Feedback is not subject to any license terms that would purport to require Laguna to comply with any additional obligations with respect to any Laguna current or future products, technologies or services that incorporate any Feedback.

## **9. Trademarks and Trade names**

Laguna's marks and logos and all other proprietary identifiers used by Laguna in connection with the Site (“**Laguna's Trademarks**”) are all trademarks and/or trade names of Laguna, whether or not registered. All other trademarks, service marks, trade names and logos which may appear on the Site or Services belong to their respective owners (“**Third Party Marks**”). No right, license, or interest to Laguna's Trademarks and the Third Party Marks is granted hereunder, and you agree that no such right, license, or interest may be asserted by you with respect thereto and therefore you will avoid using any of those marks, except as permitted herein.

## **10. Linking to Laguna's Site and links to Third Party Resources**

We welcome links to any page on our Site. You are free to establish a hypertext link to the Site so long as the link does not state or imply any connection or approval of your website, products and/or services by Laguna and does not portray Laguna in a false or otherwise offensive manner. You may not link to our Site from a site that you do not own or have permission to use. In the event that you link to Laguna's Site you represent that your site does not contain content that is unlawful, offensive or infringing third party rights. However, we do not permit framing or inline linking.

Certain links provided herein permit our Users to leave the Site and enter non- Laguna sites or services. Those linked sites and services are provided solely as a convenience to you. These linked sites and services are not under the control of Laguna and it is not responsible for the availability of such external sites or services, and does not endorse and is not responsible or liable for any content including but not limited to content advertising, products or other information on or available from such linked sites and services or any link contained in linked sites or service. In addition, Laguna is not responsible or liable for such linked sites and

services' privacy practices and/or any other practices. Your access to, use of and reliance upon any such sites, services and content and your dealings with such third parties are at your sole risk and expense. Laguna reserves the right to terminate any link at any time. You further acknowledge and agree that Laguna shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused, by or in connection with use of or reliance on any services, content, products or other materials available on or through such linked sites or resource. Most of such linked sites and services provide legal documents, including terms of use and privacy policy, governing the use thereof. It is always advisable and we encourage you to read such documents carefully before using those sites and services, inter alia, in order to know what kind of information about you is being collected.

### **11. Availability**

We are doing best efforts to provide a timely, secure and accurate Service. However, the Site's and Services' availability and functionality depends on various factors, such as communication networks, and other factors that are beyond our control (such changes in applicable laws and regulations). Laguna does not warrant or guarantee that the Site or Services will operate and/or be available at all times without disruption or interruption, or that it will be immune from unauthorized access or error-free.

### **12. Changes to the Site and Services**

Laguna reserves the right to modify, correct, amend, enhance, improve, make any other changes to, or discontinue, temporarily or permanently the Site (or any part thereof, including but not limited to the Content) or the Services without notice, at any time.

You agree that Laguna shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Site, the Content or the Services. You hereby agree that Laguna is not responsible for any errors or malfunctions that may occur in connection with the performance of such changes.

### **13. Disclaimers and No Warranties**

To the fullest extent legally permissible, the Site, Content and Services are provided on an "as is", "**with all faults**" and "**as available**" basis, and Laguna, including its vendors, officers, shareholders, sub-contractors, directors, employees, affiliates, subsidiaries, licensors, agents and suppliers (collectively, "**Laguna's Representatives**"), disclaim all warranties of any kind, express, implied or statutory, including but not limited to warranties of title or non-infringement or implied warranties of use, merchantability or fitness for a particular purpose and those arising from a course of dealing or usage of trade. You may have additional consumer rights under your local laws that this agreement cannot change.

For the avoidance of doubt, it is hereby clarified that the term "Laguna's Representatives" shall not include the Medical Providers. We are not responsible and have no liability for any item, service or treatment provided to you by any Medical Providers or third parties.

**We do not warrant** (i) that the use and operation of the Site, the Content and/or the Services is or will be secure, timely, accurate, complete, uninterrupted, without errors, or free of viruses, defects, worms, other harmful components or other program limitations, (ii) that we will correct any errors or defects therein, (iii) and/or make any representation regarding the use, inability to use or operate, or the results of the use of the Site, Content and/or Services (including that the results of using them will meet your requirements). Laguna and Laguna's Representatives disclaim all warranties and conditions with regard to the use of the Site and Services, including but not limited to the availability, their reliability or quality, and are not and shall not be responsible for any error, fault or mistake related to any Content and/or information displayed in connection therewith.

We are not responsible for any consequences to you or others that may result from technical problems (including without limitation in connection with the internet such as slow connections, traffic congestion, overload of servers, delays or interruptions) or any telecommunications or internet providers.

You agree that the use of the Site, Content and/or the Services is entirely at your own risk.

Inasmuch as some jurisdictions do not allow the exclusions or limitations as set forth herein, the full extent of the above exclusions and limitations may not apply.

### **14. Limitation of Liability**

To the maximum extent legally permissible, in no event shall Laguna, including Laguna's Representatives be liable for any damages whatsoever, including, but not limited to, direct, indirect, special, punitive, exemplary,

incidental or consequential damages of any kind, under any legal theory (including, without limitation, contract, negligence, tort or strict liability), including, without limitation, loss of goodwill, profits or data and business interruption, arising hereunder, resulting from, arising out of or in connection with the Site or Services, from the performance or failure of Laguna to perform under these Terms, or any other act or omission of Laguna or Laguna's Representatives by any other cause whatsoever (whether breach of warranty, guarantee or condition, breach of contract, negligence, strict liability, tort, or any other legal theory), regardless of whether Laguna or Laguna's representatives have been advised of the possibility of such damages.

In any case, without limiting the generality of the foregoing and to the maximum extent legally permissible, Laguna and Laguna's Representatives' total aggregate liability for all damages or losses whatsoever arising hereunder or in connection with your use or inability to use the Site, Content and/or Services shall be limited to the amount actually paid by you, if any, to Laguna for the use of our Site or Services \$US1.00, whichever is greater. You will not, and hereby waive any right to, seek to recover any other damages, including consequential, lost profits, special, indirect or incidental damages from Laguna and from Laguna's Representatives.

Inasmuch as some jurisdictions do not allow the exclusions or limitations as set forth herein, the full extent of the above exclusions and limitations may not apply.

### **15. Indemnification**

You agree to defend, indemnify and hold harmless Laguna, including Laguna's Representatives from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney fees) arising from: (i) your use, misuse of, inability to use and/or activities in connection with the Site, Content and/or Services; (ii) your violation of any of these Terms; (iii) your violation of any third party rights, including without limitation any intellectual property rights or privacy right of such third party, in connection with your use of our Site or Services; and (iv) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party with relation to the Site or Services. It is hereby clarified that this defense and indemnification obligation will survive these Terms.

Without derogating from the foregoing, we reserve the right to assume the exclusive defense and control of any matter which is subject to indemnification by you, which will not excuse your indemnity obligations hereunder and in which event you will fully cooperate with us in asserting any available defense. You agree not to settle any matter subject to an indemnification by you without first obtaining our prior express written approval.

### **16. Amendments to the Terms**

Laguna may, at its sole discretion, change the Terms from time to time, including any other policies incorporated thereto, so please re-visit this page frequently. In case of any material change, we will make reasonable efforts to post a clear notice on the Site and/or will send you an e-mail (to the extent that you provided us with such e-mail address) or a push notification (to the extent that you provided us such permission) regarding such change. Such material changes will take effect seven (7) days after such notice was provided on our Site or sent via e-mail/notification, whichever is the earlier. Otherwise, all other changes to these Terms are effective as of the stated "Last Revised" date and your continued use of the Site or Services on or after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes. In the event that the Terms should be amended to comply with any legal requirements, the amendments may take effect immediately, or as required by the law and without any prior notice.

### **17. Termination of these Terms and the Termination of the Site's operation**

At any time, we may suspend or terminate your Account if we believe, in our sole discretion, that one (or more) of the following events have occurred: (a) there is risk to the security or privacy of your Account; (b) there is a threat to the security or integrity of our network or our servers; (c) suspension is needed to protect the rights, property or safety of Laguna, its users, or the public; (d) there is a basis for termination of your Account; (e) you have violated these Terms; and/or (f) we are required to by law.

If you object to any term hereof, as may be amended from time to time, or become dissatisfied with our Site or Services, you may terminate these Terms at any time by stopping your use thereof and deactivating your Account and this will be your sole remedy in such circumstances.

Additionally, Laguna may at any time, at its sole discretion, cease the operation of the Site or Services or any part thereof, temporarily or permanently, delete any information or Content from the Site or correct, modify, amend, enhance, improve and make any other changes thereto or discontinue displaying or providing any information, Content or features therein without giving any prior notice. You agree and acknowledge that Laguna

does not assume any responsibility with respect to, or in connection with the termination of the Site's or Service's operation and loss of any data.

Upon termination of your Account (including but not limited due to your failure to comply with the Terms) and/or termination of the Site's or Service's operation: (i) the license and all other rights granted to you hereunder will automatically terminate, and (ii) you must immediately cease all use of the Site.

The provisions of these Terms that, by their nature and content, must survive the termination of these Terms in order to achieve the fundamental purposes of these Terms shall so survive. Without limiting the generality of the foregoing, the Intellectual Property, Disclaimer and No Warranties, Limitation of Liability, Indemnification and General sections will survive the termination of the Terms.

## **18. General**

(a) These Terms constitute the entire terms and conditions between you and Laguna relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and Laguna, (b) any claim relating to the Terms or the use of the Site or Services will be governed by and interpreted in accordance with the laws of the State of Delaware without reference to principles and laws relating to the conflict of laws, (c) any dispute arising out of or related to the Terms, the Site or Services will be brought in, and you hereby consent to exclusive jurisdiction and venue in, the competent courts of the State of Delaware. You agree to waive all defenses of lack of personal jurisdiction and forum non-convenience and agree that process may be served in a manner authorized by applicable law or court rule. Notwithstanding the foregoing, Laguna may seek injunctive relief in any court of competent jurisdiction, (d) these Terms do not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties hereto, (e) no waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof, (f) you acknowledge and agree that any cause of action that you may have arising out of or related to the Services must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred, (g) if any provision hereof is adjudged by any court of competent jurisdiction to be unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect while most nearly adhering to the intent expressed herein, (h) you may not assign or transfer these Terms (including all rights and obligations hereunder) without our prior written consent and any attempt to do so in violation of the foregoing shall be void. We may assign or transfer these Terms without restriction or notification, (i) no amendment hereof will be binding unless in writing and signed by Laguna, and (j) the parties agree that all correspondence relating to these Terms shall be written in the English language.

## **19. For information, questions or notification of errors, please contact:**

If you have any questions (or comments) concerning the Terms, you are most welcome to send us an e-mail to [connect@getlaguna.com](mailto:connect@getlaguna.com).