



Terms and Conditions

Last updated: 4/20/2020

Overview

Who We Are. Co-Optim Health provides the perfect solution for doctors and medical practitioners looking for fully furnished or satellite medical office suites and exam rooms. The Membership Agreement (“Agreement”) that you, (“Member” or the “Company”) enter beginning your Effective Date and Co-Optim Health, LLC, (“we,” “our” or “us,”), an Illinois limited liability company will be known in these terms and conditions and collectively referred to as the “Parties”, as follows:

By agreeing to these terms of service you are entering into an agreement that describes your rights and obligations in connection with your receipt and use of the services provided through the Co-Optim Health, LLC., Commons program, comprising services provided through our website, Co-Optim Health.com, and our mobile applications (known as our “online services”) and access to and use of certain space in certain Co-Optim Health, LLC., locations. Please read these terms carefully, as they affect your legal rights. Among other things, these terms include your agreement with us to arbitrate certain claims instead of going to court and, if applicable, to not participate in class action claims. If you have any questions about these terms, please contact billing@co-optimhealth.com. By using our services, you are agreeing to abide by and be bound by these terms of service. Some features of our services may be subject to additional guidelines, terms, or rules, which will be posted with those features or otherwise communicated to you.

For the avoidance of doubt, references to “services” in these terms applies solely to access to and use of our location and the online services we directly provide. “Services” do not include, and we are not involved in or liable for, the provision of services by third parties which you may elect to purchase in connection with your Co-Optim Health membership, such as medical billing services, gym memberships, or payroll services. All such third-party services are provided solely by the applicable third-party pursuant to an agreement between you and the third-party. You agree that our making available access to or discounts for these third-party services does not constitute provision of such third-party services by us, and you will look solely to the applicable third-party for provision of the applicable third-party services and for compensation for any claims, damages, liabilities, or losses you may incur in connection there with. The availability and scope of the services, as well as the availability and scope of benefits we offer in relation to third-party services, is subject to change from time to time in our discretion. Without limiting the generality of the foregoing, you acknowledge that our locations are subject to change from time to time.

Privacy Policy. Needs to be written. Please review our Privacy Policy, which explains what information we collect when you use our services and how that information is used.

How We Might Change These Terms. We may make modifications, deletions, or additions to these terms from time to time. Such changes will be effective: (i) thirty (30) days after we provide notice of the changes, whether such notice is provided through the user interface of our online services, is sent to the e-mail address associated with your membership or otherwise; or (ii) by opting-in or otherwise expressly agree to the changes or a version of these terms incorporating the changes, whichever comes first.

Joining, Paying, and Terminating Your Membership

Check Your Creds. Co-Optim Health uses a 3rd party credentialing service in connection with TBD Operating System to validate all incoming members' license and background. You agree to provide us with accurate and complete information about yourself when you register and as you use our services. You also agree to keep your information up-to-date.

Membership Duration. All Co-Optim Health memberships are based on a 1-Year agreement term and your membership will automatically renew at the end of each 1-Year term and years to follow, unless otherwise notified by you. If you choose to end your membership before its designated end date, early termination fees will apply (see "Membership Termination" section of Terms and Conditions).

Membership Structure. All Co-Optim Health memberships are individual and account for one (1) person to use only. Memberships are not to be shared between multiple individuals unless otherwise approved by upper management when joining.

Installment Agreement and Fees. All Co-Optim Health memberships is paid in 12-month installments which are deducted from the member's preferred payment method given when joining. The member understands that the initial agreed upon payment, which will be prorated dependent on the day of which you join, is due upon signing of this agreement. The member agrees to pay us the agreed upon amount per month, due on the 1st day of each month, for the duration of the chosen membership as agreed upon with the Co-Optim Health representative. The member understands that all memberships require a one-time signup fee (e.g. "Final Month Installment") equivalent to one month's payment that is set at the time of membership agreement effective date. This amount is to be applied as a credit to member's final month installment upon requesting to cancel their membership. Recurring fees will be charged on the 1st day each month during the applicable period of your membership. The fees applicable to your membership may be subject to modification from time to time pursuant to notice provided by us at least thirty (30) days in advance of the payment date for which the modification would be effective. Your continued use of the services following such notice and through the payment period constitutes your agreement to such modified fees.

Payments. By signing up for a Co-Optim Health membership and providing your payment information, you agree to pay the recurring or nonrecurring charges presented to you at the time you began your membership. You acknowledge and agree that the payment method you provided will be automatically charged the installments, fees, and any other amounts you may incur or be liable for (including damages caused to any locations or property) in connection with your membership. Should insufficient funds be incurred, the Member or Company will receive a Delinquent Letter from billing allowing a 3 days grace period to pay and may be charged a fee for any returned check or other declined payments. Your use of the services may be immediately suspended if we are unable to charge you for any reason.

Membership Renewal. It is required that you provide Co-Optim Health with thirty (30) days' notice prior to your 1-Year agreement designated end date if you choose not to renew your membership. Failure to provide a thirty (30) days' notice may result in additional fees as well as terminate rights to a refund on additional payment(s) collected during that time.

Membership Termination. If you fail, or if we suspect that you have failed, to comply with any of the provisions of these terms, we may, at our sole discretion and possibly without prior notice to you, restrict your access to your membership and our services and/or terminate your membership with immediate effect. In addition, we may decline to auto-renew your membership at the end of your agreement period for any reason or for no reason. Furthermore, we may at any time terminate your membership in the event we elect to discontinue the Co-Optim Health program. If your membership was created by an authorized representative for you then the authorized representative may at any time terminate your membership by contacting us. You can cancel your membership at any time by contacting our Billing Department. Cancellation prior to the 1-Year agreement designated end date will result in a one-time charge of three (3) months installments and will be processed within three (3) business days. Within that time, you will be able to access Co-Optim Health, gather your belongings, and return our property. You will be responsible to forward your mail to your new business address. We do not provide refunds upon termination or cancellation of your membership with respect to amounts already paid.

Using Our Location

Exam Rooms. You will be charged on a daily basis per the number of exam rooms needed for your Company according to our advertised price list in certain areas of our location during such location's regular business hours on such location's regular business days, all subject to availability of such exam rooms.

Utilities. Co-Optim Health prides itself on having no hidden fees in their memberships, therefore, Common Area Maintenance items such as electric, water, trash collection, landscaping, parking lots, and fire sprinklers are covered by Co-Optim Health.

Furniture and Equipment. Co-Optim Health provides all furniture needed for member lounge(s), exam rooms, waiting areas, and restrooms. Members are solely responsible for purchasing and maintaining equipment needed beyond what is provided and responsible for its wellbeing and safe return to its respective owner.

Inclusions. During onboarding, Co-Optim Health asks all of its members to complete a Survey regarding their Company in order to provide a dedicated page on Co-Optim Health's website. The purpose of this page is to promote our members within our space and help boost business activity. In no way, shape, or form is Co-Optim Health responsible for or in connection with its member's activity outside of Co-Optim Health and cannot be held responsible.

Third-party medical waste and janitorial services will be provided by Co-Optim Health to all its members. Standardized and branded apparel including lab coats, scrubs, and jackets must be worn by all members and their team in order to provide a styled and uniformed look. Basic essentials needed to perform patient checkups, visits, and other appointment types such as rubber gloves, alcohol wipes, cotton swabs, etc. will also be provided.

Software. Co-Optim Health requires all of its' Members to use **TBD** Operating System for all scheduling, confirmations, patient portal, record management, and medical billing processes during their agreement period. Any outside 3rd party system not approved by Co-Optim Health will not be accepted.

Mail. Subject to availability, memberships may elect to receive mail and packages at our Co-Optim Health location. If you have done so, we will accept mail and deliveries on your behalf during such regular business hours on regular business days. We have no obligation to store mail or packages for more than thirty (30) days of our receipt or if we receive mail or packages after you terminate your membership. This feature is meant to allow you to accept business correspondence from time to time, it is not meant for an address for the receipt of merchandise or personal goods. As such, we have no obligation to accept bulk or oversized mail or packages. If the packages are not picked up within the same business day, they will be left unattended at the reception desk.

Community Guidelines. Each location will have its own community guidelines governing the expected behavior in such location, which you must comply with. These guidelines may be revised from time to time. In general, we expect that you will not perform any activity that is reasonably likely to be disruptive, damaging or dangerous to other members, their patients or the property of the foregoing, or to our employees or our locations or personal property.

Security. For security purposes, we may regularly video record certain areas of our location. You may be required to present a valid, government-issued photo ID in order to gain access. You agree to never give your location access device(s) to anyone else or let them use your membership. You are responsible for maintaining the security of your location access device(s). You will promptly notify Co-Optim Health if you suspect your location access device(s) have been compromised.

Property. We are not responsible for any property you may leave behind in one of our location. It is your responsibility to ensure that you have retrieved all of your personal items prior to leaving.

Damage. You may be held liable (and do hereby authorize us to charge you) for the repair cost for all damage to our location and items therein caused by you or your patients.

Common Areas. Common spaces in our location are to be accessed by you and your patients in the time immediately prior to and following your reserved time in the location. They are for temporary use and not as a place for continuous, everyday work.

Use of the Co-Optim Health Name; Photos of the Locations; Other Members' Property. You may not use the name CO-OPTIM HEALTH or use pictures or illustrations of our location in any advertising, publicity, or other purpose without our prior consent. You may not take or copy information belonging to other members.

Nature of These Terms. Notwithstanding anything in these terms of service to the contrary, these terms of service in no way shall be construed as to grant you any title, lease, easement, lien, possession or related rights in our business, our location or anything contained in our location. This agreement creates no tenancy interest (including any security of tenure), leasehold estate, or other real property interest. Neither party will in any way misrepresent our relationship.

Medical Records and Patient Confidentiality

HIPAA Privacy Rule. The HIPAA Privacy Rule establishes national standards to protect individuals' medical records and other personal health information and applies to health plans, health care clearinghouses, and those health care providers that conduct certain health care transactions electronically. The Rule requires appropriate safeguards to protect the privacy of personal health information, and sets limits and conditions on the uses and disclosures that may be made of

such information without patient authorization. The Rule also gives patient's rights over their health information, including rights to examine and obtain a copy of their health records, and to request corrections. Upon sign up of membership, all Co-Optim Health members are required to agree to all patient confidentiality rules governed by HIPAA, as well as all other patient confidentiality standards as Co-Optim Health requires for safety of patients, doctors, and Co-Optim Health staff.

What Rules Apply Specifically to Use of the Mobile Application?

License. If you download the Co-Optim Health mobile device application, then, subject to your compliance with these terms, we grant you a limited, nonexclusive, nontransferable, revocable license to install and use the application on a compatible mobile device that you own or control for your personal use, in each case in the manner enabled by us, for so long as you remain a Member in good standing of Co-Optim Health. If you are using the application on an Apple, Inc. ("Apple") iOS device, the foregoing license is further limited to use permitted by the "Usage Rules" set forth in Apple's App Store Terms of Service.

Other Application Terms. You acknowledge and agree that you are solely responsible for data usage fees and any other fees that your wireless service carrier may charge in connection with your use of the application. As between you and us, we own all worldwide right, title and interest, including all intellectual property and other proprietary rights, in and to the application, the software and technology used by us to provide application features and functionality and all usage and other data generated or collected in connection with the use thereof. Except for as expressly set forth herein, you agree not to license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make any unauthorized use of any of the foregoing. In addition, you agree not to reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the application or any other software or technology of ours.

Apple. You hereby acknowledge and agree that Apple, Inc. (or, as the case may be, any member of its group): (i) is not a party to these terms; (ii) has no obligation whatsoever to furnish any maintenance or support services with respect to the application; (iii) is not responsible for addressing claims by you or any third-party relating to the application, including any product liability claims, claims under consumer protection laws or claims under any other law, rule or regulation; (iv) has no responsibility to investigate, defend, settle or discharge any claim that the application or use thereof infringes any third-party intellectual property rights; and (v) and its subsidiaries are each a third-party beneficiary of these terms with the right to enforce them against you directly.

Things Your Mother Would Disapprove Of. You may not use the services in a manner that: promotes or incites racism, bigotry, hatred or physical harm of any kind against any group or individual; bullies, defames, harasses or advocates stalking of, or the intimidation another person; involves pornographic or obscene materials; is harmful, abusive, threatening, offensive, defamatory or libelous; invades the privacy or discloses the private information of anyone; violates someone's right of publicity; impersonates others or in a manner intended to or does mislead or confuse; is used for unlawful purposes or for promotion of dangerous and illegal activities; involves spamming or the sending of mass solicitations; implies that any statements you make are endorsed by us; is false, deceptive or misleading, or misrepresents or deceives others as to the source, accuracy, integrity or completeness; infringes any intellectual property or proprietary rights of others; transmits any restricted, confidential or proprietary information of others; or transmits content prohibited under any law, rule or court order, or prohibited as a result of any employment, contractual or other legal obligation or relationship.

We May Remove Your Posts. We have no obligation to pre-screen or monitor any posts and we cannot guarantee that any content in the things users posts will be accurate or in compliance with these terms of service. We may at any time and for any reason edit, delete or remove any posts or any information transmitted by you that we believe (in our judgment) violates these terms of service.

Use, Not Abuse. On the condition that you comply with these terms of service, you have the right to access and use the content and information that is available on our online services. You may not access our services through scraping, spidering, crawling or other technology or software used to access data. You may not download, reproduce, publish, transmit, distribute, modify, create derivative works of, or otherwise exploit any of our content on the online services, nor other users' content (unless you have the user's written permission).

Inflict No Digital Harm. When using our online services, you agree not to: restrict or interfere with any user's use of our services; collect email addresses or other contact information of users without their prior consent for the purposes of sending spam or send spam, chain letters or other similar communications to other users; reverse engineer, decompile, disassemble "frame" or "mirror" any portion of our services; use any robot, spider, site search/retrieval application, or other manual process or automatic device or extraction tool in order to access, monitor, copy, use, download, index, scrape, data mine, interact, overload or in any way reproduce or circumvent the navigational structure or presentation of our services; upload or transmit any submission that contains or embodies a software virus, worm, cancelbot, Trojan horse or other harmful, contaminating or destructive feature, computer code, file or program or otherwise violates the restrictions on such submissions set forth in the terms of service; or violate any law, rule, regulation or order of any court.

Enforcement. We reserve the right (but have no obligation) to investigate and take appropriate action, including removing your content from our online services (or modifying it), suspending or terminating your membership, and/or reporting you to law enforcement authorities, if your content or conduct violates these terms of service. We may access and disclose any information or content about you or that you have posted where we feel necessary or appropriate to cooperate with governmental requests, regulatory authorities, subpoenas and court orders, and to protect the safety or rights of any person.

Copyrights and Wrongs

Our Rights of Ownership. We and our licensors own our online services, including the software and underlying technology that makes it available. All of these are protected by copyright and other intellectual property laws worldwide. By accessing or using our online services, you do not acquire any ownership rights in or to any of our intellectual property. Unless we expressly grant rights to you in these terms of service, we retain all rights in our online services and software.

Our Copyright Policy. It is our policy to remove, or disable access to, any content that infringes any copyright on our online services after we have been notified by the copyright owner (or their legal agent). If you believe any content on our services infringes your copyright, you may request removal of those materials from our services by providing us the following information:

- Identification of the copyrighted work that you claim has been infringed.
- Identification of the content that you believe to be infringing and its location on our services. Please describe

the material, and provide us with its URL or any other pertinent information that will allow us to locate the content.

- Your name, address, telephone number and email address.
- A written statement from you that you have a good faith belief that the use of the content is not authorized by the copyright holder, its agent or the law.
- A written statement from you that the information that you have supplied is accurate and that you warrant and represent to us that you are either the copyright owner or are authorized to act on the copyright owner's behalf with respect to the applicable content.
- A signature or the electronic equivalent from the copyright holder or authorized representative.

Notice of claims should be sent to: (i) if you are US Based, billing@co-optimhealth.com or to: Attn: General Counsel, Co-Optim Health, LLC. 21660 W. Field Parkway, Deer Park, IL 60010

Advertisements, Endorsements, Testimonials, and Photography

Advertisements. Our online services may include advertisements, which may be targeted to certain content or information available on our online services, to your interactions or your use of our online services, or to other information. The types and extent of advertising on our online services are subject to change. In consideration for us granting you access to and use of our online services, you agree that we and our third-party providers and partners may place such advertising on our online services.

Endorsements and Testimonials. From time to time, we may also publish on our online services testimonials by users, related to their experiences with our online services. These testimonials are their “subjective opinions” and they represent individual results. We neither verify them nor claim that they are typical results that others will generally achieve. None of these testimonials have been scripted by us or, to our knowledge, third parties. We publish these testimonials verbatim, except for correction of grammatical or typographical errors. Also, we may shorten some testimonials if they appear lengthy or not entirely relevant for a general audience. Names, locations, dates, and other information may have been changed to protect the privacy of users. All other testimonials and endorsements of any type, format or nature that users post are not verified by us and we make no warranty or representation as to their accuracy. You should be cautious when relying on them and you should assume the results described therein are not typical.

Photography. Photography of the space is prohibited unless consent is given by Management via Photography Consent Form. Photos of the space to be used for commercial purposes without approval is grounds for immediate membership termination. Early terminations fees will be applied.

Limitations of Liability

We Are Not Liable for Actions of Our Users. We do not control and are not responsible for the actions of users on or of our services or at our location. We also do not and have no obligation to screen, edit, or review submissions. You should be aware that other users may not be who they claim to be. We do not perform background checks on our users nor do we guarantee that our users’ profiles are accurate. User submissions may be misleading, deceptive, or erroneous, and you acknowledge and agree that any use by you of any submission is at your own risk. We do not endorse, support or verify the facts, opinions or recommendations of our users.

We Do Not Have Liability for Third-Party Websites. Our services or services may contain links to third-party websites or products or services from other providers that may offer you the ability to download or access software, content, or services. Our services may also display advertisements from third parties and links to the sites of such advertisers. We are not responsible for the content of these advertisements or any links, or any products, services, or other materials relating to such advertisements. In no event will we be liable, directly or indirectly, to anyone for any damage or loss relating to any use or reliance on any advertisement on our services or any products, services, or other materials relating to any advertisement.

Limitation of Liability. We will not be liable to you for any indirect, special, incidental, exemplary, punitive, or consequential damages and any loss of profits, revenue or data, even if advised of the possibility of such damages and regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise. To the extent permitted by law, our total liability for any loss whether in contract, tort (including negligence), breach of statutory duty or otherwise, including for any breach of implied warranties or conditions, is limited to the amount you paid us to use the services to which the loss relates. For the avoidance of doubt, nothing in these terms and conditions will exclude our liability for (i) death or personal injury caused by our negligence (ii) fraud or fraudulent misrepresentation or (iii) any breach of any implied terms which cannot lawfully be excluded.

Disclaimer of Warranties and Implied Terms. To the extent permitted by law, we disclaim all warranties and terms, express or implied, with respect to our services, including warranties, terms or representations as to the availability, operation, performance and/or use of our services, or any other materials on or accessed via our services, including any warranties or terms of merchantability, fitness for a particular purpose, title, non-infringement and any implied warranties, terms or indemnification arising from course of dealing or course of performance.

Exclusions. Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the exclusions and limitations above may not apply to you. In such event, such exclusions and limitations shall apply to the maximum extent allowed under applicable law.

Indemnification

You Agree to Hold Us Harmless. You agree to indemnify and hold harmless us, our officers, directors, employees, agents, representatives and affiliates, and our third-party providers and partners (including the owners of the location for our locations), from any claims, damages, losses, costs, reasonable attorneys' fees or other expenses that arise directly or indirectly out of or from your violation of the terms of service, your use of our services, or any information, content or materials contained, displayed or available therein, by you or any other person accessing them under your authorized access methods, your violation of the rights of any third- party or your submissions, except in each case to the extent any of the foregoing arises directly out of our gross negligence or willful misconduct.

You Agree to Cooperate With Us. From time to time, we may investigate any actual, alleged or potential violations of these terms of service. You agree to cooperate fully in any of these inquiries. You waive any and all rights against us, our officers, directors, employees, agents, representatives and affiliates, and agree to hold them harmless in connection with any claims relating to any action taken by us as part of our investigation.

General Privacy Notice

If you are **Non-US Based**, we undertake that, in performing our obligations and providing our services, we shall comply with the provisions of the Data Protection Act 1998 and all other applicable laws relating to processing Personal Data as defined in the DPA.

If you are **Non-US Based**, we are the data controller and processor for the purpose of the Data Protection Act 1998. By proceeding to use our services you consent that:

(i) we may collect personal information about you in a variety of ways. Collected information may include information that may be provided by you in the initial sign-up process or throughout your membership, and information that may be gathered from our security cameras located on the premises. Note that you are not obligated to provide us with personal information and any information collected by us will be provided by you at your own will;

(ii) we may collect, use, store, and transfer the information in accordance with applicable laws for various purposes, including facilitating the services, performing accounting and administrative tasks, internal review and audit, compliance with obligations under applicable laws and regulations, and to enforce or manage legal claims;

(iii) if you are **US Based**, we may also transfer the personal information collected by us and make it available to our personnel, advisors, professionals, subcontractors, independent consultants, external third-party services providers, and our affiliates for the foregoing purposes. Some of these transferees may not be located in your country, and therefore your information may be transferred to countries that may or may not guarantee a level of privacy and data protection that is equivalent to the level of privacy and data protection set by the laws in your country;

(iv) if you are **Non-US Based**, we may also transfer the personal information collected by us and make it available to our personnel, advisors, professionals, subcontractors, independent consultants, external third-party services providers, and our affiliates for the foregoing purposes. We shall not transfer your personal data outside of the European Economic Area without your consent, save that we may transfer, and you consent to such transfer, of your personal data to members of our group based in the United States.

General Provisions

What Law Governs These Terms of Service? Where Will Disputes be heard?

US Based If you are **US Based**, these terms of service and any dispute arising out of these terms (including any non-contractual disputes) will be governed by and interpreted per the laws of the State of Illinois, without giving effect to its principles or rules of conflict of laws.

If you are **US Based**, any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought by either party is less than \$10,000 shall be resolved via binding non-appearance-based arbitration initiated through the American Arbitration Association (“AAA”). The AAA Rules are available online at www.adr.org or by calling the AAA at 1-800-778-7879. In any such arbitration, the parties and AAA must comply with the following rules: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, where the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; (c) the arbitrator may award injunctive or declaratory relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief

warranted by that party's individual claim; and (d) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Any claim which is not subject to arbitration pursuant to the foregoing paragraph shall be adjudicated exclusively in the courts located in the County of Illinois and in the federal courts in Illinois. Nothing in this agreement shall prevent either party from seeking remedies in small claims courts of competent jurisdiction, or from seeking injunctive relief in any court of competent jurisdiction.

Non-US Based If you are **Non-US Based**, these terms of service and any dispute arising out of these terms (including any non-contractual disputes) will be governed by and interpreted according to English law (but without giving effect to its conflict of laws rules or principles).

If you are **Non-US Based**, any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought by either party is less than €10,000 shall be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be the City of London. The language to be used in the arbitral proceedings shall be English.

Any claim which is not subject to arbitration pursuant to the foregoing paragraph shall be adjudicated exclusively in the English courts. Nothing in this Agreement shall prevent either party from seeking remedies in small claims courts of competent jurisdiction, or from seeking injunctive relief in any court of competent jurisdiction.

US Based only - Class Action Waiver. Any proceedings to resolve or litigate any dispute subject to arbitration under section 45 will be conducted solely on an individual basis. Neither you nor we will seek to have any such dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No proceeding will be combined with another without the prior written consent of all parties to all affected proceedings.

What if Some of These Terms of Service Are Not Enforceable?

These terms as well as our community guidelines and any feature-specific guidelines, terms or rules that may be posted or provided to you constitute the entire agreement between us regarding the services and supersedes and merges any prior proposals, understandings and contemporaneous communications. If any provision of these terms of service is held to be unenforceable, then that provision is to be interpreted either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not). If an unenforceable provision is modified or disregarded in accordance with this paragraph, the rest of these terms of service is to remain in effect as written, and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable.

Third Parties May Have Their Own Terms of Service. Some of the services available through our online services are provided by third parties. These third parties may have their own terms and restrictions. Any and all additional terms and restrictions will apply to your access and use of the applicable services. If they are in conflict with these terms of service, the additional terms and restrictions will control with respect to such services.

OFAC. You hereby represent and warrant that you are not, nor will you be at any time while you are a member, an entity, or individual listed on the Specially Designated Nationals and Blocked Persons List published by the U.S. Department of Treasury, as updated from time to time.

Entire Agreement. Except as provided herein, the terms and conditions of this agreement constitute the entire agreement between the parties and supersede all previous agreements and understanding, whether oral or written, between the parties hereto with respect to the subject matter of this agreement.

If you have any questions relating to these terms of service, please contact us at livehappy@co-optimhealth.com.

Print Name: _____

Signature: _____

Date: _____

*By signing you are agreeing to Co-Optim Health's Terms and Conditions stated above.