MEDPUT.COM

MedPut[™] Website Use Terms and Conditions

Last Modified: June 28, 2017

Welcome to MedPut[™]! This website <u>www.medput.com</u> ("Website") is run by Aiuto LLC ("Aiuto," "us," "our," or "we"). Aiuto facilitates a benefits program through Employers ("Employer" or "Company") which pays Employee out-of-pocket medical expenses not otherwise covered by Employee health insurance policies ("out-of-pocket medical cost payment benefit" or "MedPut[™]") on an interest-free basis, paid by Employees through payroll deductions (program management generally referred to herein as Aiuto's "Services").

Effect of These Terms and Conditions

All use of the Website and the Content (as defined below), including your account on the Website (your "MedPut[™] Account"), is subject to these Terms and Conditions. By visiting the Website or using our Services, you acknowledge that you have read, understood and agreed to be bound by these Terms of Use as well as our Privacy Policy and Copyright Policy, incorporated herein by reference. Aiuto may update these Terms from time to time on the Website. Your continued use of the Website indicates your understanding and agreement to check for updates periodically as you visit the Website or use the Services, and to continue to be bound by these Terms. You will know if these Terms and Conditions have been modified since your last visit to the Website by referring to the "Last Modified" date at the top of this page. Aiuto reserves the right, at any time or from time to time, to modify, add to, delete or discontinue, temporarily or permanently, the Website (or any part thereof) without notice to you. Notwithstanding the above, we will seek your consent to future modifications to the extent we are required to do so by applicable law. If you do not agree with anything contained in the Terms and Conditions, please do not submit information to, access information from, or otherwise utilize the Website.

The Services offered on our Website are meant for those over the age of 18 with the legal capacity to enter into a contract. As such, we will not knowingly solicit information from children under 13 years of age and ask that you do not access or use our Website or our Services if you are not of legal age to form a binding agreement.

Definitions

<u>Confidential Information</u>: Personal, non-public and/or sensitive information provided to Aiuto in any form, including but not limited to individual social security numbers, Employee addresses and contact information, Employee financial information, Employee Date of Birth, Employee

medical history as disclosed by Employee-submitted invoices from Medical Providers, Employee payroll information, and Employer's financial information, accounts, and records. For further description of Confidential Information, see Aiuto's Privacy Policy.

<u>Content</u>: All contents of the Website, including any logos, identifying marks, images, illustrations, designs, icons, photographs, videos, text and other written and multimedia materials, all of Aiuto's information related to providing services and requirements, products, services, advertising materials or collateral, log-in or registration criteria and instructions, help guidelines, user documentation and customer and technical support documents, and the Website's likeness, look and feel, format, layout, software, code (whether binary, assembly, source, object, HTML or otherwise), routines, scripts, software, platforms and applications, as well as any data, files, archives, folders or downloads available on the Website.

Use of the Website

You are expressly prohibited from: (a) any resale or commercial use of the Website; (b) any collection and use of any of Aiuto's commercial information posted on the Website for any purpose other than your own personal use or as otherwise permitted in an agreement between Aiuto and yourself ("Permitted Use"), including any purpose competitive to Aiuto or any commercial purpose, including marketing; (c) any downloading or copying of any materials contained in the Website for any reason other than for a Permitted Use; or (d) otherwise interfering with the ordinary operation or mission of the Website or Aiuto's products or services.

Your use of the Website is conditioned upon the following statements being true:

You are 18 years of age or older; You are a U.S. resident; You are able to form a binding contract with Aiuto; You are not prohibited by law from accessing the Website or have not previously been banned, terminated or otherwise denied access to the Website; and You are not acting on behalf of a person whose access to the Website has been previously terminated or otherwise denied by us.

Except as explicitly permitted by the Terms and Conditions, and without limiting anything else in the Terms and Conditions, you are not to sell, copy, publish, store, distribute, redistribute, disseminate, transmit, transfer, modify, display, reproduce, repackage and/or create any derivative works from, the Website and the Content, in whole or in part, for any purpose, in any form or manner or by any means whatsoever. You also may not redeliver any of the pages, text, images or other Content or the Website using "framing" or similar technology or for any purpose, including any attempt to impersonate Aiuto or any employee, representative or agent of Aiuto or otherwise create the appearance or suggestion that you have a relationship to Aiuto or that we have endorsed you for any purpose. Any unauthorized use of the Website or the Content or any other intellectual property contained therein is strictly prohibited.

As conditions of your use of the Website, you agree to comply with the Terms and Conditions and all applicable laws and regulations in connection with your use of the Website. You will not violate, attempt to violate or knowingly facilitate the violation of the security (including access control or authentication systems) or integrity of the Website. Without limiting the above or anything else in the Terms and Conditions, you agree not to:

Register for more than one account, or register for an account on behalf of an individual other than yourself; Impersonate or spoof the identity of another user of the Website, any employee, agent or representative of Aiuto or any other person, otherwise mislead Aiuto as to your identity or financial status or condition, or attempt to do the same; Attempt to or enable others to attempt to gain unauthorized access to any other accounts, computer systems or networks connected to any Aiuto server or data contained therein (the "Materials"), including through hacking, password theft or any other means; Attempt or enable others to attempt to obtain any Materials or Content through any means that Aiuto has not intentionally made available on the Website including using any automatic process, such as data mining, robots or similar data gathering and extraction tools, to search or harvest information from the Website or attempt to access or search the Website, Materials or Content with any engine, software, tool, agent, device, or mechanism other than the software or search agents provided by Aiuto or other generally available third party web browsers (such as Microsoft Internet Explorer, Mozilla Firefox or Google Chrome); Use the Website or the Materials in any manner that could damage, disable overburden or impair the Website or any Aiuto server or the network(s) connected to any Aiuto server or the availability or accessibility thereof, or that might interfere with any other person's access to or use or enjoyment of any Materials; Use any Materials, data or Content or distribute any Content in competition with Aiuto or to its detriment in any way; Access, tamper with, or use non-public areas of the Website, Aiuto's servers, computer systems, or the technical delivery systems of Aiuto's service or hosting providers or lessors; Attempt to decipher, decompile, disassemble, or reverse engineer, reverse compile or reverse assemble any of the software used to provide the Website or Content; Use, save, embed, transmit or send (whether on, to or through the Website), directly or indirectly, any material or file containing, or linked to, any virus, worm or any other computer, software or technological component, code, routine, script, malware, spyware, files, keystroke logger, Trojan horse, rootkit, application or program designed to intercept, interrupt, destroy, or limit the functionality of any computer software, network or hardware or telecommunications equipment.

You further may not: make any representations, warranties or guarantees on Aiuto's behalf or with respect to the Website or any content or data contained on the Website; make any false

or misleading representations with regard to Aiuto or the Website or any content or data contained on the Website; or participate or engage in any illegal, deceptive, misleading, fraudulent, unethical or improper practices on, through, by means of or with respect to the Website.

Aiuto does not have any part in the creation of any materials or information which you may provide, post, share, communicate or transmit to Aiuto or the Website. If Aiuto permits you to input, upload or make available information on the Website, you may not input, upload, post or make available any information or content that:

Is commercial or promotional in nature; Constitutes junk mail, unsolicited commercial messages ("spam"), chain letters, pyramid schemes or the like; Is unlawful, fraudulent, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, or otherwise violates the legal rights of others or is capable of giving rise to legal action whether against you or Aiuto or any affiliate or a third party (in each case under any applicable law) or that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint; You do not have the right to make available under any law or under contractual or fiduciary relationships or obligations (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); Infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party; or Contains viruses, worms or any other computer, software or technological component, code, routine, script, malware, spyware, keystroke logger, Trojan horse, rootkit, files, application or program designed to intercept, interrupt, destroy, or limit the functionality of any computer software, network or hardware or telecommunications equipment.

Aiuto reserves the right to edit, restrict or remove any content you provide for any reason at any time. In addition, Aiuto does not control the information provided by other users that may be made available through the Website. You will have no claim against Aiuto or any Released Party (See Disclaimers and Limitation of Liability), for any actual or alleged infringement of any proprietary rights, rights of privacy or publicity, moral rights or rights of attribution in connection with our use of any content you provide. Notwithstanding Aiuto's rights under these Terms and Conditions, Aiuto does not undertake, and shall not be obligated, to monitor the submission of any content to, or the publication of any content on, the Website at any time.

At times the Website, or all or a portion of the Services, may be unavailable for maintenance or other reasons beyond Aiuto's control. Aiuto is not liable for any such break in service.

Privacy Policy and Confidential Information

Your privacy is very important to us. We encourage you to review the Privacy Policy, which can be found on our Website and explains what we do with your personal information and how we protect your privacy when you are using the Website. By providing us with any such information, you expressly authorize us to share relevant information with our servicing partners in order to perform the Services. By using the Website, you agree that Aiuto may use your information as set forth in the Privacy Policy. We disclaim any and all liability whatsoever for any acts or omissions by or on behalf of any third-party processors in connection with the Services.

Although we make best efforts to protect personal information, including using federal cyber-security guidelines to protect your personal health information, please be aware that no security measures are completely secure or impenetrable. We cannot guarantee that only authorized persons will view your information or that information you share on the Website or via e-mail or other electronic communication with Aiuto will not become publicly available or intercepted by third parties. By your continued use of the Website, you acknowledge and agree that Aiuto and its service providers will not be liable for any harm or damage you may experience by transmitting or submitting personal or confidential information to Aiuto by e-mail or other electronic communications or via the Website.

It is each Registered User's responsibility to maintain the confidentiality of his or her login information. Aiuto is not responsible for any misuse involving a Registered User's login information or for any unauthorized use of a Registered User's account. Aiuto has the right to suspend or cancel any Registered User's login and/or membership, or to modify or suspend the Services at any time and for any reason or no reason whatsoever.

Intellectual Property

All rights, title, and interest in and to the Website and the Content and any all intellectual property contained therein or relating thereto, including any copyright, patent or trademark, are and will remain the exclusive property of Aiuto (except where another person or entity is expressly credited as the provider of such content or data). Such intellectual property is protected by federal and state law and international treaties. You acknowledge and agree that no proprietary rights are being transferred to you in such materials or information.

You shall use the Website solely for personal or Permitted Uses and shall not allow others to use the Website under or through your account, except as otherwise set forth herein. Subject to these Terms and Conditions, we grant you a limited, non-transferable, non-assignable, non-exclusive, revocable license to use the Website and the Content for personal use and Permitted Uses only, until such time as the Terms and Conditions terminate or expire or your right to use or access the Website is terminated according to this agreement. Without Aiuto's prior written consent you may not sell, resell, rent, copy, reproduce (in any form or by any means, including electronic, digital, mechanical, photocopying, recording or otherwise), duplicate, edit, revise, update, enhance, modify, fix, correct, adapt, rearrange, imitate, mirror, distribute, host, license, sublicense, create derivative works from, transfer, transmit, publish, republish, display, perform or otherwise exploit for a commercial purpose the Content or software on the Website, or of any products or services sold or offered by Aiuto.

Nothing in the Website or elsewhere shall be construed as granting any license or right to use, implied or otherwise, any logo, trademark, service mark, trade dress or other identifying mark owned or licensed by Aiuto or displayed on the Website without the written permission of Aiuto. You agree that you may not use such identifying marks in any way that would disparage or damage the reputation of Aiuto or any of its affiliates, directors, officers or employees.

By submitting information or other materials to us, if any, you grant Aiuto a perpetual, worldwide, royalty-free, irrevocable, non-exclusive right to copy, use, reproduce, modify, adapt, publish, create derivative works from, translate, transmit, display and distribute such materials or portions of such materials, in any form or medium known or later developed, in furtherance of these Terms and Conditions and the actions and transactions contemplated hereby, including the right to bring an action for infringement of these rights. You represent and warrant that you own, or have all rights necessary to submit, upload or transmit to us, any information or other material and otherwise use it for your intended purpose as of the time you submit such information or material to us.

Aiuto respects Intellectual Property Rights. You retain intellectual property rights to the User Content you post. We will review all claims of infringement received by us and will remove any User Content posted in violation of any Intellectual Property laws. If you believe that any of the User Content on our website violates your copyright, please contact <u>support@medput.com</u>.

Third Party Websites

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. You access any of the third party websites linked to this Website entirely at your own risk.

Disclaimers and Limitation on Liability

The Website is provided to you on an "as is" and "as available" basis. Your use of the Website and any material you may access, download or otherwise obtain from or through the Website is

at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data that results therefrom.

AIUTO DOES NOT WARRANT AS TO, OR GUARANTEE, THE ADEQUACY, SUFFICIENCY, ACCURACY, COMPLETENESS OR AVAILABILITY OF THE CONTENT OR THE WEBSITE AND SHALL HAVE NO LIABILITY FOR ANY ERRORS, OMISSIONS, MISLEADING STATEMENTS OR INTERRUPTIONS THEREIN.

AIUTO MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES TO YOU OR ANY THIRD PARTY, AND ANY WARRANTIES OR CONDITIONS ARISING THROUGH COURSE OF DEALING, AS TO MERCHANTABILITY, SUITABILITY, INVESTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, FREEDOM FROM COMPUTER VIRUS OR THE ACCURACY, ADEQUACY, TIMELINESS, COMPLETENESS OR SUFFICIENCY OF INFORMATION WITH RESPECT TO THE WEBSITE OR THE CONTENT. AIUTO AND ITS VENDORS, CONTENT PROVIDERS OR SERVICE PROVIDERS ASSUME NO RESPONSIBILITY FOR THE CONSEQUENCES OF ANY ERRORS OR OMISSIONS IN OR DELAY OR INABILITY TO ACCESS, THE WEBSITE OR CONTENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM AIUTO OR THROUGH THE WEBSITE OR CONTENT WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE IN THESE TERMS AND CONDITIONS.

IN NO EVENT SHALL AIUTO HAVE ANY LIABILITY FOR ANY DAMAGES, INCLUDING ANY SPECIAL, INCIDENTAL, PUNITIVE, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, REVENUE, EARNINGS, CONTRACTS OR BUSINESS OPPORTUNITIES OR RELATIONSHIPS, WORK STOPPAGE OR BUSINESS INTERRUPTION, COMPUTER INTERRUPTION OR MALFUNCTION, LOSS OF ANTICIPATED SAVINGS, LOSS OF REPUTATION OR GOODWILL, OR LOSS OR CORRUPTION OF INFORMATION OR DATA OR OTHER INTANGIBLE LOSS OR DAMAGE), LOSSES OR EXPENSES RESULTING FROM OR ARISING IN CONNECTION WITH THE USE OF THE WEBSITE OR THE CONTENT, OR THE USE THEREOF OR INABILITY TO USE THE FOREGOING BY ANY PARTY, OR IN CONNECTION WITH ANY FAILURE, PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR MALICIOUS CODE OR ANY LINE, CONNECTION OR SYSTEM FAILURE (INCLUDING INTERNET CONNECTION OR SERVICE), EVEN IF AIUTO (OR ITS REPRESENTATIVES) HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

Aiuto has an interest in limiting the personal liability of its officers, directors, employees, agents, representatives and independent contractors. By your continued use of the Website, you agree that you will not bring any claim personally against any affiliate or subsidiary of Aiuto or any of their respective successors, assigns, shareholders, partners, members, officers, directors, managers, licensors, independent contractors, sub-contractors, consultants,

employees (temporary or full-time), agents, representatives or advisors in their individual and representative capacities (collectively, the "Released Parties") with regard to any losses, expenses or damage you suffer in connection with the Website. Nothing in the Terms and Conditions shall exclude or limit any warranty implied or imposed by law that would be unlawful to exclude or limit.

We cannot and do not guarantee or warrant that the use of the Internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the website or any services or items obtained through the website or to your downloading of any material posted on it, or on any website linked to it.

Termination

Automatic Termination for Non-Compliance: If you are not in full compliance with all of these Terms and Conditions, the permissions granted to you under these Terms and Conditions will automatically terminate, and you agree that in such circumstance you will no longer use or access, or be entitled to use or access, the Website, the Content or any account on the Website.

Aiuto's Right to Terminate Your Use: We may terminate your right to use the Website, or block you from future use, at any time in our sole discretion, with or without cause, and without notice to you. Some circumstances in which Aiuto may terminate your right to use the Website include but are not limited to: (a) you have breached any provision of these Terms and Conditions; (b) you have engaged in conduct which Aiuto, in its sole discretion, considers to be unacceptable; (c) Aiuto is required by law to do so; or (d) Aiuto no longer provides the Website. We shall not be liable to you by reason of our termination of your right to use the Website or the automatic termination of your right to use the Website for non-compliance set forth above.

Voluntary Termination by You: A Registered User may cancel his or her MedPut[™] Account at any time by contacting <u>support@medput.com</u>.

<u>Assignment</u>

You may not assign, delegate, sub-contract or otherwise transfer your rights and/or obligations under these Terms and Conditions. Aiuto may transfer, assign, delegate, sub-contract or

otherwise transfer its rights and/or obligations under these Terms and Conditions without notifying you or obtaining your consent.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms and Conditions and any dispute or claim arising therefrom or related thereto shall be governed by and construed in accordance with the laws of the State of New York.

Survival of Provisions

No waiver by us of any term or condition set forth herein shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure by Aiuto to assert a right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision.

If any provision of these Terms and Conditions is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms and Conditions will continue in full force and effect.

Your obligations and the provisions relating to Aiuto's Intellectual Property, Disclaimers and Limitation of Liability, and Indemnification and will survive any termination or expiration of these Terms and Conditions for any reason.

<u>Contact</u>

All feedback, comments, requests for technical support and other communications relating to these Terms and Conditions or the Website and Content should be directed to: support@medput.com.