

Vera Whole Health Inc. Terms of Use

Effective May 08, 2018

These Terms of Use govern your use of the Vera Whole Health Inc. ("**Vera**") website located at <https://verawholehealth.com> ("**Website**"). You acknowledge and agree that these Terms of Use constitute an agreement between you and Vera, and that these Terms of Use govern your use of the Website.

Please read these Terms of Use carefully before using or obtaining any materials, information, products, content or services through the Website. By accessing the Website, you represent and acknowledge that you have read, understood, and agree to be bound by these Terms of Use.

1. Vera Property; Permission to Use the Website.

All right, title, and interest in and to the Website is owned or licensed by Vera. The Website is protected by applicable copyright, trademark, and other laws of both the United States and foreign countries. Subject to these Terms of Use, Vera hereby agrees to provide you access to and use of the Website. Vera does not grant or authorize any rights to the Website other than those expressly set forth in these Terms of Use. You agree that you will not, nor will you allow any third party to: (i) attempt to gain unauthorized access to the Website; (ii) store or transmit any malicious code; (iii) reproduce, reverse engineer, distribute, publish, transmit, modify, adapt, translate, sell, resell, rent, lease, license, or otherwise commercially exploit the Website; or (vi) access the Website in order to build a competitive product or service or copy any features, functions, or graphics thereof.

Use of any trademarks of Vera as meta-tags on any third-party website is strictly prohibited. You may not co-brand the Website or display the Website in frames (or any of the content via in-line links) without the prior written permission of Vera.

2. Feedback.

You hereby grant to Vera a royalty-free, worldwide, transferrable, sublicensable, irrevocable, perpetual license to use and otherwise fully exploit, including by incorporation into the Website, any suggestions, enhancement requests, recommendations or other feedback provided by you.

3. Confidentiality.

"**Confidential Information**" means your and Vera's non-public information, know-how, and trade secret in any form that is designated as "confidential" or similar language, or that a reasonable person knows or reasonably should understand to be confidential. Confidential Information does not include information that: (i) is, or becomes, publicly available without a breach of these Terms of Use; (ii) was lawfully known to the receiver of the information without an obligation to keep it confidential; (iii) is received from another source who can disclose it lawfully and without an obligation to keep it confidential; or (iv) is independently developed without reliance on the Confidential Information of the other party. Neither party will use or disclose the other party's Confidential Information, except to its employees, contractors, advisors, or consultants who have a need for such access consistent with the purposes of these Terms of Use and who are under a confidentiality obligation no less stringent than the terms of these Terms of Use. Each party shall use at least the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) in protecting the other party's Confidential Information. Either party may disclose the other party's Confidential Information if required to do so to comply with a court order or other government demand that has the force of law, provided that before disclosure that party must seek the highest level of protection available and provide the other party with reasonable notice to seek a protective order.

4. Rights in Customer Data; Vera Data; and User Information.

As between the parties, you own all right, title, and interest in and to all electronic data or information provided by you to Vera ("**Customer Data**"), and any images, trademarks, logos, writings, website links, or other similar content provided by you to Vera through the Website ("**Customer Content**," and together with Customer Data, "**Customer Materials**"); provided, however, Vera may compile the aggregate anonymized and de-identified Customer Data and use Customer Materials for: (i) any reason set forth in any separate agreement between Vera and the Customer; (ii) as necessary to comply with Applicable Law; (iii) the purpose of providing and improving the Website; and (iv) Vera's legitimate business purposes.

For the purpose of providing you access to and use of the Website and complying with Applicable Law, you hereby grant to Vera a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to reproduce, distribute, make derivative works of, and otherwise use Customer Content.

5. Your Representations, Warranties, and Covenants.

You represent, warrant, and covenant to Vera that: (i) you have the legal power and authority to enter into these Terms of Use, to perform your obligations as contemplated by these Terms of Use, and to transfer the Customer Materials to Vera for its use as set forth in these Terms of Use; (ii) the Customer Materials do not knowingly contain any information that is false, misleading, fraudulent, defamatory, or libelous; (iii) the Customer Materials do not violate, misappropriate, or infringe the right of any third party, including intellectual property rights or rights of privacy or publicity; (iv) the Customer Materials do not contain any content that is obscene, offensive, that promotes violence or criminal activity, or otherwise prohibited by Applicable Law; (v) you shall comply with all Applicable Laws; (vi) you may not use the Website in any manner which could damage, disable, overburden, or impair the Website, or interfere with any other party's use and enjoyment of the Website; (vii) you may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website; and (viii) you are solely responsible for: (a) your compliance with these Terms of Use; (b) the accuracy, quality, integrity, and legality of the Customer Data; and (c) using commercially reasonable efforts to prevent unauthorized access to or use of the Website or Customer Data; You agree that your compliance with Applicable Law means, without limitation, that you, and not Vera, is responsible for verifying and complying with all requirements applicable to electronic delivery of Customer Materials to Vera.

6. No Warranties.

TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW: (A) THE WEBSITE CONTENT AND MATERIALS CONTAINED THEREIN ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY VERA; (B) VERA, AND ITS AFFILIATES, PARTNERS, AND SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO (I) IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY OF DATA, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT (II) WARRANTIES AS TO THE QUALITY OR PERFORMANCE OF THE INFORMATION, GOODS, AND (III) DO NOT GUARANTEE THAT THE SERVICES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS.

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TO THE EXTENT PERMITTED UNDER LAW, VERA, ITS AFFILIATES, SUBSIDIARIES, SERVICE PROVIDERS AND CONTENT PROVIDERS SHALL NOT BE LIABLE TO YOU OR OTHERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF DATA, OPPORTUNITIES, REPUTATION, PROFITS OR REVENUES, RELATED TO THE SERVICES (E.G. OFFENSIVE OR DEFAMATORY STATEMENTS, DOWN TIME OR LOSS, USE OF, OR CHANGES TO, YOUR INFORMATION OR CONTENT). VERA WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL INCIDENTAL, CONSEQUENTIAL,

EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO OR USE OF THE WEBSITE, OR ANY ACTS, OMISSIONS, DEFECTS, SECURITY BREACHES, OR DELAYS, REGARDLESS OF THE BASIS OF THE CLAIM OR IF VERA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

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8. Indemnity.

You agree, at your own expense, to defend, indemnify, and hold harmless Vera, its officers, directors, employees and agents, from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your (i) access to or use of the Website, (ii) violation of these Terms of Use, or (iii) violation of Applicable Law or any rights of any third party.

9. Medical Advice Disclaimer.

You agree that any information or material contained on or made available through the Website is not intended to, and does not constitute, medical advice or recommendations of any kind or nature. The information available on the Website shall not be used as a substitute for professional advice.

10. Suspension of Your Account.

Vera may, at its sole discretion and with or without prior notice to you, immediately suspend your access to and use of the Website. The reasons for such suspension may include: (i) your breach or suspected breach of these Terms of Use; (ii) if Vera believes suspicious activity has occurred in connection with your account; and (iii) failure to use your accent.

Vera's suspension of your account does not limit Vera's right to terminate these Terms of Use.

11. Term and Termination.

These Terms of Use shall continue from the date you first access and use the Website and shall continue until terminated as provided herein. Either Vera or you may terminate these Terms of Use upon five (5) days' prior written notice to the other party. In the case of your material breach of these Terms of Use, Vera may immediately terminate these Terms of Use upon written notice to you. All provisions which are intended to survive termination or expiration of these Terms of Use shall so survive, including but not limited to confidentiality obligations, limitations on liability, indemnification, and controlling law and jurisdiction.

12. Severability and Waiver

In the event that any provision of these Terms of Use is held to be invalid or unenforceable, the remaining provisions of these Terms of Use will remain in full force and effect.

The failure of Vera to enforce any right or provision of these Terms of Use will not be deemed a waiver of such right or provision.

13. Controlling Law and Jurisdiction.

Vera operates the Website from its offices within the United States of America. Vera does not represent that any content on its website(s) is appropriate or available for use in other locations, and access from certain locations may be strictly prohibited. You acknowledge and agree that you are accessing this website on your own initiative, at your own risk, and are responsible for compliance with all laws.

These Terms of Use and any action related thereto will be governed by the laws of the State of Washington without regard to its conflict of law provisions. The exclusive jurisdiction and venue of any action with respect to the subject matter of these Terms of Use will be the state and federal courts located in Seattle, Washington, and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

14. Children.

Vera does not knowingly collect, either online or offline, personal information from persons under the age of thirteen.

15. Modification of Terms of Use.

You acknowledge and agree that Vera may revise these Terms of Use from time to time by posting an updated version of these Terms of Use on Website. By continuing to access or use the Website after Vera publishes any such revision, you agree to be bound by the revised Terms of Use.

16. Privacy.

The parties rights and responsibilities relating to the collection, storage and use of personal information including PHI and PII is set forth in its Privacy Policy located at <https://verawholehealth.com/privacy-policy/>, which is incorporated by reference herein.

17. Third Party Services and Websites

In connection with your use of the Services, you may be made aware of services, products, offers and promotions provided by third parties, and not by Vera ("**Third Party Services**"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party, and not Vera, is responsible for the performance of the Third Party Services.

The Website may contain or reference links to websites operated by a third party ("**Third Party Website**"). These links are provided as a convenience only and are not under our control. Vera does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Website, and the inclusion of any link in the Website is not and does not imply an affiliation, sponsorship, endorsement by Vera of any information contained in any Third Party Website. In no event will Vera be responsible for the information contained in such Third Party Website or for your use of or inability to use such websites. Third Party Website may contain terms and privacy policies that are different from those of Vera, and Vera is not responsible for such provisions.

18. Contact.

If you have any questions about these Terms of Use, please contact Vera at info@verawholehealth.com.