

VestaCare License Agreement

These terms and conditions constitute a binding agreement between you and VestaCare, Inc. (“we,” “us,” or “our”).

Thank you for enrolling with the VestaPay Patient portal (the “Patient Portal”). The Patient Portal is provided to you to facilitate making electronic payments to your health care provider.

By accessing or using the Patient Portal, you confirm that you agree to these terms and conditions. By agreeing to these terms and conditions, you acknowledge that you are at least 18 years of age and that you are requesting access to the Patient Portal.

Authorization; Passwords

You hereby consent, agree and authorize us to electronically receive any personal information sent to us by your health care provider and for us to forward that information on to you through electronic means, including via email or text message to the email address or phone number that you have provided to us or your health care provider. At any time, you can update the email address or phone number to which we will send invoices, updates and communications to you by contacting us at vestapaysupport@vestacare.com. You also consent, agree and authorize your health care provider to send the medical records of yourself and your family through the Patient Portal via electronic means. You also authorize information related to your credit card or financial institution to be sent to your health care provider via the Patient Portal.

When you initially enroll to use the Patient Portal, you will need to establish an email and confidential password for login credentials. Please **DO NOT SHARE YOUR PASSWORD** with anyone. Anyone with access to your password will be able to view any medical and financial information transmitted through the Patient Portal. If you believe that your password has become known to an unauthorized person and want verification of any changes that may have been made to your account, please contact us for assistance.

Personal Information

When you use the Patient Portal, we collect personally identifiable information, such as your email address, name, home address, telephone number, ZIP code, financing information and account activity. This information is used by us for the operation of the Patient Portal and related services and to provide financial information and payments to your health care providers. We use this personally identifiable information to provide general statistics regarding use of the Patient Portal and may share data with business associates working on our behalf to help us perform statistical analysis, send your email or text messages, provide customer support, or arrange deliveries of invoices. We encourage you to review our Privacy Policy for further information on how your personal information may be used.

Cookies are used for system performance functionality. You have the ability to accept or decline cookies. Most web browsers automatically accept cookies, but you can modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the Patient Portal services.

We consider the privacy of your health and financial information to be very important and one we take very seriously. By accessing or using the Patient Portal, you acknowledge that you have received and read a copy of our Privacy Policy, which can be found here <https://app.vestacare.com/patientportal/resources/VestaCarePrivacyPolicy.pdf>

We are committed to protecting the privacy of the information sent and received by you or your health care provider through the Patient Portal, and will only collect and use such information as permitted under the Privacy Policy. By using the Patient Portal, you also consent to all of the terms and conditions described in the Privacy Policy. All communications between you, your health care provider and us through the Patient Portal are carried over a secure, encrypted connection.

While we use state-of-the-art security, no system can guard against risks of intentional intrusion or inadvertent disclosure of information. When using Patient Portal, information may be transmitted over media that are beyond our control and that may not be secure. For example, you may receive email, text, or telephone communications in connection with your use of Patient Portal, all of which are inherently unsecure and subject to disclosure to or access by third parties (e.g., if your phone is used by someone else, you do not keep your phone or email information up to date on Patient Portal and communications are misdirected, or the network or systems of a telecommunications provider are hacked). YOU HEREBY EXPRESSLY ASSUME THE RISK OF ANY UNAUTHORIZED DISCLOSURE OR INTENTIONAL INTRUSION, OR OF ANY DELAY, FAILURE, INTERRUPTION, OR CORRUPTION OF DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH THE USE OF ANY SERVICE RELATED TO PATIENT PORTAL. Once information is received by us, your medical and financial information will be treated as confidential and given the same protection that all of our other medical and financial records are given.

Payments; Invoices

Through the use of the Patient Portal, you understand you are authorizing your credit card company and/or financial institution to initiate debit(s), credits(S), credit transaction, or correction entries with respect to payments that you wish to submit to your health care provider. You understand that your health care provider determines the amount that appears on your invoice, and that we do not have any authority to determine or otherwise modify the balance of your invoices. You understand that any questions or disputes regarding the balance and/or the health care services provided by your health care provider must be resolved directly with your health care provider, and that we have no authority to resolve any such disputes. Any requests for refunds must be requested and processed through your health care provider.

When making any payment via the Patient Portal, you represent and warrant that you have a contractual relationship with the operating credit card company or financial institution and the requisite authority to make such payment, and that you will not submit any false or fraudulent information while using the Patient Portal. You further understand that it is your responsibility to ensure there are sufficient funds available in your account or that you have sufficient credit on your credit account to make the payments. If there are insufficient funds or available credit, your credit card company, financial institution or your health care provider may charge you a fee, interest or decline your online payment. You are solely responsible for paying any fees or interest associated therewith, and any other fees, charges, or interest levied by your credit card company or financial institution with respect to any transaction processed using the Patient

Portal. You are also responsible for any fees, charges or interest levied by your health care provider for any payments which are not timely received by your health care provider for any reason.

Notices

By using the Patient Portal, you consent to receive notifications from us related to enrollment in Patient Portal offers and benefits, including: (i) early enrollment benefits, (ii) offers related to the waiver of convenience and service fees, (iii) enrollment in auto-pay services and (iv) notifications and reminders of billing due dates and transaction failures (collectively, the “Notifications”). You consent to receive such Notifications via electronic means including text message, email, interactive voice response and the United States Postal Service.

Warranties; Limitation of Liability

YOU EXPRESSLY ACKNOWLEDGE THAT THE PORTAL ALLOWS YOU TO REMIT PAYMENTS TO THIRD PARTIES AND THAT THE SERVICES WE PROVIDE REQUIRES THAT WE PROVIDE THE INFORMATION YOU SUBMIT TO US VIA THE PORTAL TO CREDIT CARD COMPANIES AND OTHER THIRD PARTIES. THOSE THIRD PARTIES ARE RESPONSIBLE FOR THE COLLECTION AND PROTECTION OF YOUR PERSONAL DATA, NOT US. YOU SHOULD REFER TO YOUR HEALTH CARE PROVIDER'S AND CREDIT CARD COMPANY AND/OR FINANCIAL INSTITUTION'S PRIVACY NOTICES IF YOU HAVE QUESTIONS ABOUT HOW YOUR DATA IS HANDLED.

YOU EXPRESSLY ACKNOWLEDGE THAT USE OF THE PATIENT PORTAL IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PATIENT PORTAL AND ANY SERVICES PERFORMED OR PROVIDED BY THE PORTAL ("SERVICES") ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND WE HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PORTAL AND ANY SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WE DO NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE PATIENT PORTAL THAT THE FUNCTIONS CONTAINED IN, OR SERVICES WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PATIENT PORTAL OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PORTAL OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US OR OUR AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL WE BE

LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF OR DISCLOSURE OF DATA (INCLUDING PERSONAL DATA OR INFORMATION), BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PATIENT PORTAL, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall our total liability to you for all damages (other than as may be required by applicable law) exceed twenty-five dollars (\$25.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

Updates; Termination

The Patient Portal is licensed to you, not sold. There may now or in the future be updates or new software that becomes a part of or otherwise accompany the Patient Portal that may be subject to a separate license agreement(s), and in that case, the terms of those separate license agreement(s) will govern your use of those products. We reserve all rights not expressly granted to you. We grant you a limited, non-transferable license to use the Patient Portal which is accessed via the Internet on a computer or other device that you own or otherwise are authorized to use. You may not (i) reproduce the Patient Portal or make it available for use to any other party, (ii) rent, lease, lend, sell, redistribute or sublicense your license to use the Patient Portal, or (iii) copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Patient Portal, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the Patient Portal). This Agreement will govern your use of any updates or upgrades to the Patient Portal unless we provide a new license to you along with the update or upgrade, in which case the new license will control.

This Agreement will remain in effect until you or we terminate the relationship. This Agreement and your access to the Patient Portal will automatically terminate without further notice if you breach any of its terms, which breach shall be determined in our sole discretion. Upon termination, you shall cease all use of the Patient Portal and destroy all copies of it (in whole or in part) in your possession or control.

The Patient Portal may provide access to third party websites and services, which you acknowledge we do not control and for which we disclaim all responsibility. You use such services and third party websites at your own risk. We reserve the right to change, suspend, remove, or disable your access to the Patient Portal at any time without notice and under no circumstances will we be liable to you for any loss or damage in doing so. You acknowledge that the internet is dynamic and ever-changing, and that we are not responsible for interference in the operation of the Patient Portal, your connection to the internet or the Patient Portal, or outside influences that may render the operation of the Patient Portal unavailable or slow to respond.

Copyright and Trademark

All content included in Patient Portal and on all of our, including, but not limited to, text, photographs, graphics, button icons, images, artwork, names, logos, trademarks, service marks, and data ("Content"), in any form, are protected by U.S. and international copyright and trademark law and conventions. The Content includes both Content owned or controlled by us, as well as Content owned or controlled by third parties and licensed to us, and no right, title, or interest is granted to you in or to any Content other than the right to use such content in connection with your use of Patient Portal. Reproduction of any Content, in whole or in part, by any means, is prohibited without our express written consent.

General

By using our website (including, but not limited to, Patient Portal), you agree that the laws of the State of California, without regard to principles of conflict of laws, will govern these terms and conditions and any dispute that might arise between you and us. You expressly agree that exclusive jurisdiction for any dispute with us resides in the courts of San Mateo County, California, and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of San Mateo County, California in connection with any claim involving us of the Patient Portal. Use of our website is unauthorized in any jurisdiction that does not give effect to the terms and conditions set forth herein.