

VIVID VAULT TERMS AND CONDITIONS

Last Updated: March 4, 2026

These Terms and Conditions (“Terms”) govern the relationship and serve as a legally binding agreement between you and Vivid Vault Health Solutions, LLC, a Colorado limited liability company, and its affiliates and subsidiaries (“Vivid Vault”, “we”, “our”, or “us”) and set forth the terms and conditions by which you may access and use the Vivid Vault Mobile Application and the Vivid Vault Patient Portal (collectively, the “Vivid Vault Products”). Availability of Vivid Vault Products (and any features, functionality, content, or integrations within Vivid Vault Products) may vary based on your device, operating system, internet connection, account type, linked-account configuration, Subscription Plan, and system availability, and certain features may be unavailable in certain locations or during maintenance or outages. All personal information we collect through Vivid Vault Products is subject to our Vivid Vault Privacy Policy available at: www.vividvaulthealth.org/privacy-policy. Your access to and use of any paid or subscription-based features of Vivid Vault Products is further subject to Section 9 (Fees; Subscriptions; Billing).

We may make changes to these Terms. The “Last Updated” date above indicates when these Terms were last changed. If we make future changes, we may provide you with notice of such changes, such as by sending an email, providing a notice through Vivid Vault Products, or updating the date at the top of these Terms. Unless we say otherwise in our notice, the amended Terms will be effective immediately, and your continued use of Vivid Vault Products will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must immediately stop using Vivid Vault Products.

IMPORTANT NOTE: Vivid Vault is subject to the Health Insurance Portability and Accountability Act of 1996, as amended, and implementing regulations (“**HIPAA**”). If there is any conflict between these Terms and HIPAA, HIPAA will apply. For more information about Vivid Vault’s obligations and individuals’ rights under HIPAA, please see our **Privacy Policy**.

IMPORTANT NOTE: PLEASE READ THESE TERMS CAREFULLY AS THEY INCLUDE INFORMATION ABOUT YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. BY CLICKING ON THE “I AGREE” BUTTON BELOW, YOU AGREE to the FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ANY PORTION OF THESE TERMS, YOU SHOULD NOT ACCESS OR OTHERWISE USE VIVID VAULT PRODUCTS. THESE TERMS INCLUDE A CLASS ACTION WAIVER AND REQUIRE BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES AS DETAILED IN SECTION 18.

1. CUSTOMER USERS; PERMITTED USES.

1.1. Not Medical Advice. Vivid Vault does not provide medical advice and is not a substitute for medical advice, and is not intended to diagnose, treat, cure, or prevent any disease or medical condition. Vivid Vault Products may be used by users to store and aggregate their medical data. If you are experiencing a

medical emergency, you should contact emergency medical services immediately.

1.2. Data Storage and Aggregation. You may use Vivid Vault Products to collect, store, and aggregate your medical data from multiple sources, including but not limited to health records, medical devices, wearables, fitness trackers, laboratory results, prescription information, symptom logs, and health questionnaires.

1.3. Personal Health Tracking. You may use Vivid Vault Products to track and monitor your lifestyle health data, wellness metrics, symptoms, medications, appointments, and other health-related information for your personal, non-commercial use.

1.4. Information Sharing with Healthcare Providers. You may choose to share select health data stored in Vivid Vault Products with your healthcare providers, physicians, specialists, or care team to facilitate more informed medical discussions and data-driven healthcare decisions.

1.5. Health Records Access and Management. You may use Vivid Vault Products to access, view, and organize your available health records from participating healthcare organizations and maintain a centralized location for your health information.

1.6. Wellness and Educational Purposes. You may use Vivid Vault Products to access educational content, wellness information, and general health resources provided through the platform for informational purposes only.

2. MEDICAL DISCLAIMER AND LIMITATIONS:

2.1. Disclaimer. Vivid Vault does not provide medical advice and is not a substitute for professional medical care. The Services are not intended to, and do not (i) diagnose, prevent, treat, cure, or manage any disease, medical condition, illness, or health disorder; (ii) replace or substitute for professional medical advice, diagnosis, or treatment from a licensed physician or qualified healthcare provider; (iii) ascertain the state of your health or serve as a medical assessment tool; (iv) create a doctor-patient relationship between you and Vivid Vault or any of its representatives; (v) constitute the practice of medicine or provision of healthcare services; or (vi) replace consultation with certified specialists, including but not limited to nutritionists, mental health professionals, physical therapists, or financial advisors regarding health-related matters.

2.2. Not a Medical Provider. Vivid Vault is not a licensed medical care provider, health insurance carrier, or healthcare facility. We do not practice medicine, dispense medical or health-related advice, or make medical recommendations. Any recommendations, suggestions, or goals provided by Vivid Vault Products are simply recommendations based on recognized medical knowledge and data from similarly situated individuals and should never replace or override the advice of your physician or other qualified healthcare provider.

2.3. No Warranties Regarding Medical Information. All content, information, predictions, insights, and recommendations provided through Vivid Vault are for

general informational and educational purposes only and are provided on an "as is" and "as available" basis. We do not guarantee the accuracy, completeness, reliability, currentness, or timeliness of any health information, medical data, wellness content, or third-party information available through the Services. Vivid Vault cannot and does not guarantee any health-related improvements, medical outcomes, treatment efficacy, or diagnostic accuracy. We make no representations or warranties about the medical suitability of any information for your individual health circumstances.

2.4. Your Responsibility to Seek Professional Medical Care. You should always seek the advice of your physician or other qualified healthcare provider with any questions you may have regarding a medical condition, diagnosis, treatment plan, medication, or health concern. Do not disregard, avoid, or delay obtaining professional medical advice or treatment because of any information you have read, accessed, or received through Vivid Vault Products. You acknowledge that you are solely responsible for your health decisions and outcomes, and any decisions you make based on information obtained through Vivid Vault Products are made at your own risk. You are advised to independently verify any health information before relying on it and to discuss all information with your healthcare provider. Use of Vivid Vault Products does not replace your ongoing relationship with your primary care physician, specialists, or other healthcare professionals, and you should continue all established medical care as recommended.

3. MEDICAL EMERGENCIES:

IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, CALL 911 OR YOUR LOCAL EMERGENCY SERVICES IMMEDIATELY.

3.1. Medical Emergencies. Vivid Vault Products are not designed for, intended for, or suitable for medical emergencies, urgent medical situations, or time-sensitive health crises. If you believe you have a medical emergency, immediately call emergency services (911 in the United States) or go to the nearest emergency room. If you are experiencing suicidal thoughts, self-harm tendencies, or a mental health crisis, immediately contact the National Suicide Prevention Lifeline at 988 or 1-800-273-8255, or contact emergency services.

3.2. No Emergency Capability. Vivid Vault does not monitor your health data in real-time and cannot detect, alert, or respond to medical emergencies.

4. TERMINATION: Vivid Vault may terminate your User Account or right to access secured portions of Vivid Vault Products at any time, without notice, for conduct that we believe violates these Terms and/or is harmful to other users, Vivid Vault, its partners, Vivid Vault's service providers, or other information providers.

5. USER ACCOUNT AND SECURITY:

5.1. Security. We use reasonable precautions to protect the privacy and security of your information, and the privacy of your User Account. Accordingly, your information is encrypted and is not expected to be read in an intelligible form as it travels to Vivid Vault. You, however, are ultimately responsible for protecting your

User Account information from disclosure to third parties, and you are not permitted to circumvent the use of required encryption technologies. You agree to (i) immediately notify Vivid Vault of any unauthorized use of your User Account, or any other breach of security and (ii) ensure that you exit from your User Account at the end of each session. While we provide certain encryption technologies and use other reasonable precautions to protect your confidential information and provide suitable security, we do not and cannot guarantee or warrant that information transmitted through the internet is secure, or that such transmissions are free from delay, interruption, interception, or error.

5.2. Accurate Information. In creating and using your User Account to access and use Vivid Vault Products, you agree to: (i) provide true, accurate, current, and complete information about yourself on any required registration form (such information being the "Registration Data"); and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current, or incomplete, or if Vivid Vault has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, then we have the right to suspend or terminate your User Account and refuse any and all current or future use of your User Account.

5.3. Non-Transferability of User Account. User Accounts are non-transferable, and all users are obligated to take preventative measures to prohibit unauthorized users from accessing or using Vivid Vault Products with their User Account. You agree, confirm, and acknowledge that we will not be liable for any loss, damage, or harm that is incurred as a result of someone else using your User Account, either with or without your consent and/or knowledge.

5.4. Primary Accounts; Linked Accounts; Family/Household and Caregiver Access. Vivid Vault Products may allow you to create, link, and manage accounts and profiles, including a primary account and one or more linked accounts or profiles (such as household, family member, dependent, or caregiver-related access) as made available within Vivid Vault Products (collectively, "Linked Accounts"). The person who creates, controls, or is otherwise designated as the primary account holder for a set of Linked Accounts (the "Primary Account Holder") is responsible for all activity that occurs through the Primary Account Holder's User Account and any Linked Accounts, including any access, sharing, submissions, instructions, changes, or other actions taken by or through those Linked Accounts, whether authorized by the Primary Account Holder or not, except to the extent prohibited by applicable law. You agree not to create or link accounts except as permitted by these Terms and applicable law (including Section 6.1 (Age)), and you represent and warrant that you have obtained all necessary permissions and consents (including parental/guardian consent where applicable) to create, link, manage, and access any Linked Accounts and associated records. We may require verification, additional consents, or documentation to create or maintain Linked Accounts, and we may suspend, limit, or revoke Linked Account access where we cannot verify authority, where required by law, or to protect users, security, or privacy.

6. USE RESTRICTIONS: These Terms apply to individuals accessing Vivid Vault Products in the United States (U.S.). Vivid Vault Products and their content, features, functionality, and integrations may not be available in all territories and

jurisdictions and may vary based on account type, linked-account configuration, Subscription Plan, device, operating system, and system availability. International rates and carrier fees may apply when using Vivid Vault Products outside of the United States, and we may restrict or prohibit use of all or a portion of Vivid Vault Products in certain jurisdictions and territories.

6.1. Age.

6.1.1. Age and Parent/Guardian Consent for Access to Medical Records. Individuals 18 years of age (or the age of majority in their state of residence) and older may create and manage their own User Accounts and access their own medical records. Individuals ages 13-17 may access and use Vivid Vault Products only with the express consent of, and through a linked account or proxy access managed by, a parent or legal guardian whose identity and relationship to the minor we have verified, and only as permitted by HIPAA and applicable state laws (including laws that grant minors the right to consent to certain services and to keep related records confidential). We may limit, delay, or withhold a parent's or guardian's access to a minor's medical records where required by law. Children under 13 may not create a User Account or directly use Vivid Vault Products. Any access to a child's medical records must occur through a parent or legal guardian with verified proxy access, and only after we obtain verifiable parental consent consistent with COPPA and other applicable law.

6.1.2. Verification and Consent. We may require identity and relationship verification (for example, government-issued identification, proof of guardianship or custody, or a provider attestation), completion of consent forms and electronic signatures, and periodic re-verification; we may deny, suspend, or revoke access if consent cannot be obtained or verified or as required by law.

6.1.3. Transition to Adult Control. When a minor reaches the age of majority (or earlier if required by law), the individual may be required to create and control their own User Account, and any parent/guardian proxy access will be terminated or modified unless the individual provides written authorization or access is otherwise permitted by law. If you are a parent or legal guardian and believe that your child is using Vivid Vault Products or that proxy access has been granted without your consent, please contact us at: together@vividvaulthealth.org. We comply with HIPAA, COPPA, and all other applicable federal and state laws governing minors' access to and disclosure of medical records; where these Terms conflict with applicable law, the law controls.

7. PROHIBITED CONTENT: In connection with your access to and use of Vivid Vault Products, you are responsible for compliance with all applicable laws, regulations, and policies of all relevant jurisdictions. Recognizing the global nature of the internet, you agree to comply with all applicable local rules regarding online conduct and acceptable content. Specifically, among other things, you agree that, by or while accessing or using Vivid Vault Products, you will not, directly, or indirectly:

7.1. Violate any applicable law, contract, intellectual property right, or other third-party right or commit a tort;

- 7.2.** Engage in any harassing, threatening, intimidating, predatory, or stalking conduct; or upload pornographic materials or non-medical, healthcare related materials to any Vivid Vault products. Uploading such content will result in immediate termination of the account without the ability to download any records, including medical records;
- 7.3.** Use or attempt to use another User's information without authorization from that user and Vivid Vault;
- 7.4.** Impersonate or post on behalf of any person or entity or otherwise misrepresent your affiliation with a person or entity;
- 7.5.** Sell or resell access to Vivid Vault Products;
- 7.6.** Copy, reproduce, distribute, publicly perform, or publicly display all or portions of Vivid Vault Products, except as expressly permitted by us or our licensors;
- 7.7.** Modify the software in Vivid Vault Products, remove any proprietary rights notices or markings, or otherwise make any derivative works based upon Vivid Vault Products;
- 7.8.** Use Vivid Vault Products in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying Vivid Vault Products or that could damage, disable, overburden, or impair the functioning of Vivid Vault Products in any manner;
- 7.9.** Reverse engineer any aspect of Vivid Vault Products or do anything that might discover source code, or bypass or circumvent measures employed to prevent or limit access to any part of Vivid Vault Products;
- 7.10.** Use any data mining, robots, or similar data gathering or extraction methods designed to scrape or extract data from Vivid Vault Products;
- 7.11.** Use any content harvested from Vivid Vault Products to train artificial intelligence models;
- 7.12.** Develop or use any applications that interact with Vivid Vault Products without our prior written consent;
- 7.13.** Send, distribute, or post spam, unsolicited or bulk commercial electronic communications, chain letters, or pyramid schemes;
- 7.14.** Link to any online portion of Vivid Vault Products in a manner that damages or exploits, in our sole discretion, our reputation or suggests any form or association, approval, or endorsement by Vivid Vault; or
- 7.15.** Use Vivid Vault Products for any illegal or unauthorized purpose, or engage in, encourage, or promote any activity that violates these Terms.

Enforcement of this Section 7 is solely at Vivid Vault's discretion, and failure to enforce this section in some instances does not constitute a waiver of our right to enforce it in other instances.

8. OWNERSHIP AND LICENSE OF INTELLECTUAL PROPERTY:

8.1. Ownership. Vivid Vault Products, including without limitation all software, source code, algorithms, interfaces, graphics, designs, text, audio, video, content, information, compilations, know-how, and all other materials and elements thereof, and all improvements, enhancements, modifications, and derivative works of the foregoing (collectively, "Vivid Vault Content"), together with all associated patents, copyrights, trademarks, trade secrets, and other intellectual property and proprietary rights (collectively, "Vivid Vault IP"), are owned by Vivid Vault or its licensors and are protected by U.S. and international intellectual property and other laws. Except for the limited license expressly granted to you in Section 8.2, you do not acquire any right, title, or interest in or to Vivid Vault Products, Vivid Vault Content, or Vivid Vault IP, and all rights not expressly granted to you are reserved by Vivid Vault and its licensors.

8.2. License Grant to You. Subject to your continued compliance with these Terms (including Section 7 (Prohibited Content) and Section 6 (Use Restrictions)), Vivid Vault grants you a limited, revocable, non-exclusive, non-transferable, and non-sublicensable license to access and use Vivid Vault Products and to download and use any mobile applications we make available to you, in each case solely (a) for your personal, non-commercial use; and (b) in the manner permitted by these Terms and applicable law. Any use of Vivid Vault Products or Vivid Vault Content other than as specifically authorized in these Terms, without our prior written permission, is strictly prohibited and will automatically terminate the license granted to you in this Section 8.2.

8.3. Your Content; License to Vivid Vault. As between you and Vivid Vault, you retain any ownership rights you have in (a) medical records, health information, and other data about you that is stored or transmitted through Vivid Vault Products to the extent such rights are granted to you under applicable law; and (b) any information, data, text, images, or other content that you upload, submit, or otherwise make available to or through Vivid Vault Products (collectively, "User Content"). By submitting or making available any User Content in connection with Vivid Vault Products, you hereby grant to Vivid Vault a worldwide, non-exclusive, royalty-free, fully paid, transferable, and sublicensable license to host, store, reproduce, adapt, modify, translate, create derivative works from, publicly display, publicly perform, and otherwise use and exploit such User Content, in any form, format, media, or media channels now known or hereafter developed, solely (i) to provide, operate, maintain, secure, and support Vivid Vault Products; (ii) to comply with law and enforce our rights under these Terms; and (iii) to develop, improve, and enhance Vivid Vault Products and our

related offerings, including through de-identified and/or aggregated data, as permitted by applicable law and our Privacy Policy.

8.4. De-Identified and Aggregated Data. To the extent permitted by applicable law, Vivid Vault may de-identify and/or aggregate your information (including health information and usage data) so that it can no longer reasonably be used to identify you. Vivid Vault owns all right, title, and interest in and to any such de-identified and/or aggregated data, which does not constitute Protected Health Information under HIPAA, and Vivid Vault may use and disclose such de-identified and/or aggregated data for any lawful purpose, including for analytics, research, quality improvement, product development, and other commercial purposes, without further notice to you or consent from you, provided that Vivid Vault will not attempt to re-identify you from such data in violation of applicable law.

8.5. Trademarks. All names, logos, product and service names, designs, and slogans that appear within Vivid Vault Products are trademarks or service marks of Vivid Vault or its licensors (collectively, the “Marks”). You may not use any Marks, in whole or in part, without Vivid Vault’s prior written permission, including in any manner that is likely to cause confusion as to source or sponsorship, or that disparages or discredits Vivid Vault.

9. FEES; SUBSCRIPTIONS; BILLING:

This Section 9 applies to any fees, charges, or subscription plans associated with your access to and use of Vivid Vault Products (each, a “Subscription”). By enrolling in, activating, or otherwise using a Subscription, you agree to pay all applicable Fees (as defined below) and to comply with this Section 9, in addition to all other provisions of these Terms.

9.1. Subscription Types; Term Options; Pricing Page. Vivid Vault may make available one or more Subscription offerings, which may include, without limitation, (a) an individual subscription that permits a single end user to access and use paid features of Vivid Vault Products (“Individual Subscription”); (b) a household subscription that permits an eligible primary account holder and one or more linked household members to access and use paid features of Vivid Vault Products, subject to any limits we specify (“Household Subscription”); and (c) a caregiver subscription that permits a caregiver or other authorized representative to access and use paid features of Vivid Vault Products on behalf of one or more individuals, subject to applicable law and any limits we specify (“Caregiver Subscription”, and together with any other paid offerings, the “Subscription Plans”). Subscription Plans may be offered with different commitment periods, which may include, without limitation, annual terms and three (3)-year terms, and we may permit payment of Fees on a recurring semiannual basis during such term, in each case as described on our then-current pricing page located at: www.vividvaulthealth.org/pricing, as updated from time to time (the “Pricing Page”). The specific Subscription Plan(s), term length(s), permitted number of users or linked accounts, and payment schedule(s) available to you, as well as the corresponding fees, charges, and any applicable discounts, will be described on the Pricing Page, and the Pricing Page is hereby incorporated by reference into,

and made a part of, these Terms. In the event of any conflict between the Fees or Subscription Plan details stated on the Pricing Page and any other description of Fees or Subscription Plans in Vivid Vault Products, the Pricing Page will control as to the applicable Fees and Subscription Plan details for new purchases and renewals.

9.2. Fees; Taxes and Other Charges. The fees, charges, and amounts payable by you for any Subscription Plan or other paid feature of Vivid Vault Products (collectively, “Fees”) will be the amounts listed for the applicable offering on the Pricing Page at the time you complete your purchase, unless otherwise expressly agreed by Vivid Vault in a separate written agreement signed by us. Fees are stated and must be paid in U.S. dollars, unless we expressly state otherwise. Fees do not include, and you are solely responsible for, any and all sales, use, value-added, goods and services, excise, and other taxes, duties, and similar governmental charges (collectively, “Taxes”), as well as any bank fees, foreign exchange fees, app store or platform fees, carrier charges, or other third-party fees, assessments, or surcharges associated with your method of payment or your access to or use of Vivid Vault Products. Where required by law, we may collect certain Taxes on your behalf and remit them to the appropriate tax authorities; any such Taxes collected by us will be clearly stated at the time of checkout or billing. You agree to indemnify and hold the Vivid Vault Parties harmless from and against any liability or claims arising out of your failure to pay any applicable Taxes or other third-party charges in connection with your use of Vivid Vault Products.

9.3. Payment Authorization; Billing. By providing a payment method (such as a credit card, debit card, bank account, or other accepted payment instrument) in connection with a Subscription or other paid feature, you (a) represent and warrant that you are authorized to use the designated payment method; (b) authorize Vivid Vault (and our third-party payment processors) to charge your payment method for all Fees due for the applicable Subscription Plan, including any recurring installments (for example, semiannual payments during an annual or three (3)-year term) and any applicable Taxes and other charges; and (c) authorize us to continue to charge your payment method for all Fees that become due for any renewal term(s) of your Subscription, unless and until you cancel your Subscription in accordance with Section 9.5 or your Subscription is otherwise terminated in accordance with these Terms. If we do not receive payment from your payment provider or if your payment method is declined, rejected, or cannot be charged for any reason, (i) you remain responsible for any uncollected amounts and any fees or charges imposed by your payment provider, and (ii) we may, without liability to you, suspend or terminate your access to the applicable Subscription Plan or to Vivid Vault Products, in whole or in part, until all outstanding Fees are paid in full. We may issue invoices or billing statements electronically via email or within Vivid Vault Products; any such invoices or statements are for your convenience only and do not limit or affect our right to charge your authorized payment method as described in this Section 9.3.

9.4. Automatic Renewal; Renewal Pricing. Unless otherwise expressly stated at the time you purchase a Subscription or prohibited by applicable law, each Subscription Plan will automatically renew at the end of the then-current term for a renewal term of equal length (for example, an additional one (1)-year term following an initial one

(1)-year term, or an additional three (3)-year term following an initial three (3)-year term), and we will automatically charge your authorized payment method for the applicable Fees for each such renewal term using the billing schedule associated with your Subscription (for example, semiannual installments). The Fees for any renewal term will be (a) the then-current Fees listed on the Pricing Page for the applicable Subscription Plan and term at the time of renewal, or (b) if we have provided you with a promotional or introductory rate that is expressly limited to an initial term, the then-current non-promotional Fees listed on the Pricing Page for the applicable Subscription Plan and term. We may, in our discretion, provide you with advance notice of an upcoming renewal and any changes to the applicable Fees or material terms of your Subscription via email, in-app notice, or by other reasonable means, within the time period required by applicable law (if any). You are responsible for ensuring that your contact information and payment method on file remain accurate and current prior to any renewal date.

9.5. Cancellation by You; No Refunds; No Proration. You may cancel the automatic renewal of your Subscription at any time by following the instructions made available within Vivid Vault Products or, if applicable, through the app store or platform on which you obtained the Vivid Vault Products (for example, Apple's App Store or the Google Play store), as described in Section 9.8. Unless otherwise required by applicable law or expressly stated at the time of purchase, (a) your cancellation will take effect at the end of the then-current Subscription term (or, if we so permit in our sole discretion, at the end of the then-current billing period), and you will continue to have access to the applicable Subscription Plan until that time; (b) all Fees paid or owed for the then-current Subscription term (or billing period, as applicable) are nonrefundable and will not be prorated, including for any partial periods of service, unused features, or periods of inactivity; and (c) if you cancel during a term for which Fees are payable on a semiannual or installment basis, you remain responsible for all unpaid installments due for the then-current Subscription term, and we may continue to charge your authorized payment method for such unpaid installments after you submit your cancellation, solely to collect Fees already owed for that term. For clarity, canceling a Subscription will stop future automatic renewals but will not entitle you to any refund or credit of previously paid Fees, except where a refund is required by applicable law or we otherwise agree in writing in our sole discretion.

9.6. Changes to Fees and Subscription Plans. We may, from time to time and in our sole discretion, modify, discontinue, or update any Subscription Plan, term option, or feature, and we may change the Fees for any Subscription Plan or paid offering, in each case on a prospective basis, by updating the Pricing Page and, where required by applicable law, by providing notice to you in advance of the effective date of the change. Any such change to Fees or Subscription Plans will apply (a) to new purchases made on or after the effective date of the change, and (b) to any renewal term of an existing Subscription that begins on or after the effective date of the change, provided that we will not increase the Fees for a Subscription during the then-current, already-purchased Subscription term (for example, during the remainder of an annual or three (3)-year commitment period for which you have already agreed to pay Fees), except as expressly permitted under these Terms or required by law. Your continued use of a Subscription after any change to the Fees or Subscription Plans becomes effective (including through renewal of your Subscription) constitutes your acceptance of the modified Fees and terms. If you do not agree to any such changes,

your sole remedy is to cancel your Subscription in accordance with Section 9.5 before the start of the applicable renewal term.

9.7. Free Trials; Discounts; Promotions. From time to time, and in our sole discretion, we may offer free trials, introductory or discounted pricing, coupon codes, referral credits, or other promotional offers or incentives (collectively, "Promotions") for certain Subscription Plans or paid features. Any such Promotions will be subject to the specific terms, conditions, and duration stated at the time of the offer and, to the extent not inconsistent with those specific terms, these Terms. We reserve the right to determine your eligibility for any Promotion and to modify or terminate any Promotion at any time, in each case in our sole discretion and without notice, to the maximum extent permitted by law. If you sign up for a Subscription in connection with a Promotion that provides for a free trial or discounted period, you may be required to provide a payment method at the time of sign-up; unless you cancel your Subscription in accordance with Section 9.5 before the end of the free trial or discounted period, we (or the applicable app store or platform, as described in Section 9.8) will begin charging your payment method for the full, non-discounted Fees for the applicable Subscription Plan at the end of the promotional period, and your Subscription will continue to renew as described in Section 9.4, unless and until canceled. We do not provide cash or other refunds or credits for any unused portion of a Promotion, except where required by applicable law.

9.8. In-App Purchases; App Store Billing and Cancellation. If you obtain a Subscription or make any other purchase related to Vivid Vault Products through a third-party app store or platform (such as Apple's App Store or the Google Play store) that bills you directly for such purchase (each, an "App Store Provider"), then (a) your billing relationship for that Subscription or purchase will be directly with the applicable App Store Provider, not with Vivid Vault; (b) the Fees, billing cycles, taxes, refunds (if any), and other payment-related terms for that Subscription or purchase will be governed by the terms and conditions, privacy policy, and other policies of the applicable App Store Provider (and not by any conflicting terms in this Section 9); (c) Vivid Vault does not control and is not responsible for any billing, invoicing, or collection practices of any App Store Provider; and (d) to cancel, manage, or modify any Subscription you obtained through an App Store Provider (including to turn off auto-renewal, change your payment method, or request a refund where permitted), you must do so directly through that App Store Provider using your account settings or other tools made available by that provider, and not through Vivid Vault. For clarity, our no-refund and no-proration policies in Section 9.5 apply to the extent we bill you directly; for purchases billed by an App Store Provider, that provider's refund and proration policies will apply, and you must contact the App Store Provider directly with any billing disputes or refund requests.

9.9. Changes to Subscription Type; Upgrades and Conversions. Subject to availability and our then-current policies, we may, in our sole discretion, permit you to change your Subscription type (for example, from an Individual Subscription to a Household Subscription or a Caregiver Subscription, or vice versa), to add or remove permitted users or linked accounts, or to upgrade or downgrade between Subscription Plans or term lengths (each, a "Subscription Change"). We may condition any Subscription Change on your agreement to new or modified Fees, term commitments, or other terms and conditions as described on the Pricing Page or as otherwise presented to you at the time of the Subscription Change. Unless we expressly state

otherwise at the time of the Subscription Change or required by applicable law, (a) if you upgrade to a higher-tier Subscription Plan or to a longer term, we may charge you a prorated or one-time additional Fee for the remainder of your then-current term and/or adjust your billing cycle on a going-forward basis; (b) if you downgrade to a lower-tier Subscription Plan or to a shorter term, such change may not take effect until the start of your next renewal term, and you will not be entitled to any refund or credit for any portion of the Fees already paid for your then-current term; and (c) any changes to the number of permitted users, Linked Accounts, seats, or other usage entitlements under a Household Subscription or Caregiver Subscription may result in changes to your Fees in accordance with the Pricing Page. We reserve the right to refuse, limit, or condition any Subscription Change and to discontinue or modify available Subscription Change options at any time in our sole discretion.

9.10. Seats; Usage Limits; Fair Use. Your Subscription Plan may include limits on the number of permitted users, Linked Accounts, seats, devices, profiles, connections, queries, uploads, storage, sharing links, caregiver relationships, or other usage-based thresholds (collectively, "Usage Limits"), as described on the Pricing Page or within Vivid Vault Products. You agree not to exceed, bypass, or attempt to circumvent any Usage Limits. We may monitor usage for compliance with these Terms and may impose reasonable Usage Limits or throttling measures (including temporary or permanent restrictions) to prevent abuse, protect system performance, maintain service quality for other users, address security concerns, or ensure fair use, in each case to the extent permitted by law. Exceeding Usage Limits, using Vivid Vault Products in a manner inconsistent with your Subscription Plan, or engaging in excessive or abusive usage may result in suspension, limitation, or termination of your Subscription or access to Vivid Vault Products under these Terms, subject to applicable law.

9.11. Effect of Termination or Suspension. In addition to any termination rights described in Section 4 (Termination) and elsewhere in these Terms, we may, in our sole discretion, suspend, limit, or terminate your Subscription or access to any paid features of Vivid Vault Products if you fail to pay any Fees when due or otherwise violate these Terms. Unless otherwise required by applicable law or expressly stated by us in writing, (a) any such suspension, limitation, or termination will not entitle you to any refund or credit of Fees previously paid; and (b) you will remain responsible for all unpaid Fees that accrued prior to the effective date of termination (including, where applicable, any remaining installments owed for the then-current Subscription term). Following termination or expiration of your Subscription for any reason, your right to access and use the features and functionality associated with that Subscription will automatically cease, except to the limited extent we are required by law to provide continued access to certain records or information, and subject to any applicable terms governing such access.

10. FEEDBACK: You may voluntarily post, submit, or otherwise communicate to us any questions, comments, suggestions, ideas, original or creative materials, or other information about Vivid Vault Products (collectively, "Feedback"). You understand that we may use such Feedback for any permissible purpose, commercial or otherwise, without acknowledgment or compensation to you, including to develop, copy, publish, or improve our products, including Vivid Vault Products. Vivid Vault will exclusively own all improvements to its products based on any Feedback. You understand that Vivid Vault may treat Feedback as

nonconfidential. Notwithstanding the foregoing, Vivid Vault will always obtain your consent before publishing or posting publicly any content that includes your name, image, likeness, or any personally identifying information.

11. THIRD-PARTY CONTENT: We rely on or interoperate with third-party products, software, hardware, technology, data, apps, and services, including, without limitation, data storage services, communications technologies, IoT Apps, third-party app stores, and internet and mobile operators (collectively, “Third-Party Materials”). These Third-Party Materials are beyond our control, but their operation may impact, or be impacted by, the use and reliability of Vivid Vault Products. You acknowledge that (a) the use and availability of Vivid Vault Products is dependent on third-party product vendors and service providers and (b) these Third-Party Materials may not operate reliably 100% of the time, which may impact the way that Vivid Vault Products operate. Without limiting the foregoing, Vivid Vault Products may depend on backend connectivity, network availability, device capabilities, and third-party systems (including provider systems) to transmit, process, retrieve, and display information, and Vivid Vault Products may be unavailable, delayed, interrupted, or limited due to scheduled or unscheduled maintenance, outages, capacity constraints, power failures, network or internet disruptions, cyberattacks, acts of God, or failures or changes by Third-Party Materials providers.

11.1. Specifically, certain items of independent, third-party code may be utilized in connection with Vivid Vault Products that may be subject to open-source licenses (“**Open-Source Software**”). The Open-Source Software is licensed to us under the terms of the license that accompanies such Open-Source Software and may be licensed to you under the terms of the same license or through other terms. Nothing in these Terms limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable license for such Open-Source Software. We have no obligation to monitor Third-Party Materials, and we may block or disable access to any Third-Party Materials (in whole or part) through Vivid Vault Products at any time. Your access to and use of such Third-Party Materials may be subject to additional terms, conditions, and policies applicable to such Third-Party Materials (including terms of service or privacy policies of the providers). You are responsible for obtaining and maintaining any computer hardware, equipment, network services and connectivity, telecommunications services, and other products and services necessary to access and use Vivid Vault Products. **To provide core functionality (including data aggregation, record retrieval, formatting, syncing, and delivery of notifications you enable), Vivid Vault Products may perform automated or system-initiated actions on your behalf, such as initiating connections to permitted data sources, transmitting requests, refreshing tokens or sessions, retrying failed transmissions, queuing or batching sync operations, and applying user-configured rules or preferences. You authorize such automated actions to the extent necessary to provide and operate Vivid Vault Products in accordance with these Terms, your settings, and applicable law.**

12. CONFIDENTIALITY: Certain Vivid Vault Content may be marked or indicated “Confidential” or “Proprietary.” In that event, you agree not to use or disclose to any unauthorized person, and agree to maintain the confidentiality of

such content, unless compelled to disclose by judicial or administrative process or, in the opinion of counsel, by other requirements of law.

13. WARRANTIES: VIVID VAULT DOES **NOT** DIAGNOSE HEALTH CARE CONDITIONS. YOU EXPRESSLY AGREE THAT YOUR USE OF VIVID VAULT PRODUCTS IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU HEREBY RELEASE US AND AGREE TO HOLD US HARMLESS FROM ANY AND ALL CAUSES OF ACTION AND CLAIMS OF ANY NATURE RESULTING FROM HEALTH CARE SERVICES OR VIVID VAULT PRODUCTS, INCLUDING (WITHOUT LIMITATION) ANY ACT, OMISSION, OPINION, RESPONSE, ADVICE, SUGGESTION, INFORMATION AND/OR SERVICE OF ANY PROVIDER AND/OR ANY OTHER CONTENT OR INFORMATION ACCESSIBLE THROUGH VIVID VAULT PRODUCTS. VIVID VAULT PRODUCTS AND ALL CONTENT IS PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. VIVID VAULT MAKES **NO REPRESENTATIONS OR WARRANTIES** THAT VIVID VAULT PRODUCTS, ANY CONTENT OR ANY SERVICES OFFERED IN CONNECTION WITH VIVID VAULT PRODUCTS IS OR WILL REMAIN UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES AVAILABLE ON, THROUGH OR IN CONNECTION WITH VIVID VAULT PRODUCTS OR THE SERVERS USED IN CONNECTION WITH VIVID VAULT PRODUCTS IS OR WILL REMAIN FREE FROM ANY VIRUSES, WORMS, TIME BOMBS, DROP DEAD DEVICES, TROJAN HORSES OR OTHER HARMFUL COMPONENTS. VIVID VAULT DOES NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE VIVID VAULT PRODUCTS AT TIMES OR LOCATIONS OF YOUR CHOOSING, OR THAT VIVID VAULT WILL HAVE ADEQUATE CAPACITY FOR VIVID VAULT PRODUCTS AS A WHOLE OR IN ANY SPECIFIC GEOGRAPHIC AREA. You represent that you have reviewed and agree to abide by these Terms.

14. INDEMNIFICATION: You agree to indemnify, defend and hold harmless Vivid Vault and our subsidiaries and affiliates, and each of our respective officers, directors, members, managers, employees and agents (individually and collectively, the "Vivid Vault Parties") from and against any and all losses, damages, claims, demands, debts, liabilities, costs, and expense (including reasonable attorneys' fees) (collectively "Losses") arising out of or related to (a) your access to or use of Vivid Vault Products; (b) your User Content or Feedback; (c) your violation of these Terms; (d) your violation, misappropriation, or infringement of any rights of another (including intellectual property rights or privacy rights); and (e) your conduct in connection with Vivid Vault Products.

15. LIMITATION OF LIABILITY: To the fullest extent permitted by applicable law, Vivid Vault and the other Vivid Vault Parties will not be liable to you under any theory of liability—whether based in contract, tort, negligence, strict liability, warranty, or otherwise—for any indirect, incidental, consequential, punitive, special or exemplary damages or lost profits (even if Vivid Vault, the other Vivid Vault Parties, or you has been advised of the possibility of such damages), arising from any provision of these Terms. The limitations set forth in this Section 14 will not limit or exclude liability for the gross negligence, fraud, or intentional misconduct of Vivid Vault or the other Vivid Vault Parties or for any other matters in which liability cannot be excluded or limited under applicable law. Additionally,

some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

16. RELEASE: To the fullest extent permitted by applicable law, you release Vivid Vault Health Solutions, LLC and the other Vivid Vault Parties from responsibility, liability, claims, demands, and/or damages (actual and consequential) of every kind and nature, known and unknown (including claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. If you are a consumer who resides in California, you hereby waive your rights under California Civil Code § 1542, which provides: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

17. NOTICES: All notices and communications required by this Agreement must be in writing and sent by e-mail to together@vividvaulthealth.org, hand delivered with a signed receipt, or mailed by registered or certified U.S. mail, return receipt requested addressed as follows: Vivid Vault Health Solutions, LLC, Vivid Vault Health Solutions, LLC, 1200 Pearl St., Suite 314 PMB 7897 Boulder, CO 80302.

18. DISPUTE RESOLUTION; BINDING ARBITRATION:

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES YOU AND VIVID VAULT TO ARBITRATE CERTAIN DISPUTES AND CLAIMS AND LIMITS THE MANNER IN WHICH WE CAN SEEK RELIEF FROM EACH OTHER. ARBITRATION PRECLUDES YOU AND VIVID VAULT FROM SUING IN COURT OR HAVING A JURY TRIAL. YOU AND VIVID VAULT AGREE THAT ARBITRATION WILL BE SOLELY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ARBITRATION, CLASS ACTION, OR ANY OTHER KIND OF REPRESENTATIVE PROCEEDING. VIVID VAULT AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY.

18.1. FOLLOW THE INSTRUCTIONS BELOW IF YOU WISH TO OPT OUT OF THE REQUIREMENT OF ARBITRATION ON AN INDIVIDUAL BASIS. NO CLASS OR REPRESENTATIVE ACTIONS OR ARBITRATIONS ARE ALLOWED UNDER THIS ARBITRATION AGREEMENT.

18.2. For any dispute or claim that you have against Vivid Vault, that Vivid Vault has against you, or that you have, or Vivid Vault has, in each case arising from, relating to, or stemming from these Terms, Vivid Vault Products, or any aspect of the relationship between you and Vivid Vault Health Solutions, LLC as relates to these Terms, including any privacy or data security claims, (collectively, “Claims”, and each a “Claim”), you and Vivid Vault agree to attempt to first resolve the Claim informally via the following process. If you assert a Claim against Vivid Vault, you will first contact Vivid Vault by sending a written notice of your Claim (“Claimant Notice”) to Vivid Vault Health Solutions, LLC by certified mail addressed to Vivid Vault Health Solutions, LLC, 1200 Pearl St., Suite 314 PMB 7897 Boulder, CO 80302 and by email to together@vividvaulthealth.org. The Claimant Notice must (i) include your name, residence address, email address, and telephone number;

(ii) describe the nature and basis of the Claim; and (iii) set forth the specific relief sought. If Vivid Vault asserts a Claim against you, Vivid Vault will first contact you by sending a written notice of Vivid Vault's Claim ("Vivid Vault Notice"), and each of a Claimant Notice and Vivid Vault Notice (a "Notice") to you via email to the primary email address associated with your User Account. The Vivid Vault Notice must (i) include the name of a Vivid Vault contact and the contact's email address and telephone number; (ii) describe the nature and basis of the Claim; and (iii) set forth the specific relief sought. If you and Vivid Vault cannot reach an agreement to resolve the Claim within thirty (30) days after you or Vivid Vault receives such a Notice, then either party may submit the Claim to binding arbitration as set forth below. The statute of limitations and any filing fee deadlines shall be tolled for thirty (30) days from the date that either you or Vivid Vault first send the applicable Notice so that the parties can engage in this informal dispute-resolution process. Except for individual disputes that qualify for small claims court and any disputes exclusively related to the intellectual property or intellectual property rights of you or Vivid Vault, including any disputes in which you or Vivid Vault seek injunctive or other equitable relief for the alleged unlawful use of your or Vivid Vault's intellectual property or other infringement of your or Vivid Vault's intellectual property rights ("IP Claims"), all Claims, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, including Claims that are not related to intellectual property or intellectual property rights but are jointly filed with IP Claims, that are not resolved in accordance with Section 17 will be resolved by a neutral arbitrator through final and binding arbitration instead of in a court by a judge or jury. Such Claims include, without limitation, disputes arising out of or relating to interpretation or application of this arbitration provision, including the enforceability, revocability, or validity of the arbitration provision or any portion of the arbitration provision. The arbitrator will have the authority to grant any remedy or relief that would otherwise be available in court.

18.3. These Terms affect interstate commerce, and the enforceability of this Section 17 will be substantively and procedurally governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. § 1, et seq., to the extent permitted by law.

18.4. All Claims must be submitted to the American Arbitration Association ("AAA") and will be resolved through binding arbitration before one arbitrator. If you are a consumer, the then-current version of the AAA's Consumer Arbitration Rules will apply, which are available on the AAA's website (adr.org), as amended by these Terms as follows:

18.5. YOU AND VIVID VAULT AGREE THAT ANY ARBITRATION UNDER THESE TERMS WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED, AND YOU AND VIVID VAULT ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. As limited by the FAA, this Agreement, and the AAA Consumer Arbitration Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any dispute and to grant any remedy that would otherwise be available in court, including the power to determine the question of arbitrability. The arbitrator may conduct only an individual arbitration and, except as described below for the additional procedures to govern if twenty-five (25) or more similar or coordinated claims are asserted against Vivid Vault or you by the same or

coordinated counsel, may not consolidate more than one individual's claims, preside over any type of class or representative proceeding, or preside over any proceeding involving more than one individual.

18.6. For any arbitration you initiate, you will pay the consumer filing fee, and Vivid Vault will pay the remaining AAA fees and costs. For any arbitration initiated by Vivid Vault, Vivid Vault will pay all AAA fees and costs.

18.7. For all arbitrations where the claims asserted are \$25,000 or less, the arbitration shall be resolved according to the AAA's Procedures for the Resolution of Disputes through Document Submission, and for all other arbitrations the following procedure will apply: (i) the arbitrator will conduct hearings, if any, by teleconference or videoconference rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate; (ii) any in-person appearances will be held in the State of Colorado at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances; and (iii) if the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator as to a location within the State of Colorado.

18.8. If you or Vivid Vault submits a dispute to arbitration and the arbitrator orders any exchange of information, you and Vivid Vault agree to cooperate to seek from the arbitrator protection for any confidential, proprietary, trade secret, or otherwise sensitive information, documents, testimony, and/or other materials that might be exchanged or the subject of discovery in the arbitration. You and Vivid Vault agree to seek such protection before any such information, documents, testimony, and/or materials are exchanged or otherwise become the subject of discovery in the arbitration.

18.9. The arbitrator's decision will follow these Terms and will be final and binding. The arbitrator will have authority to award temporary, interim, or permanent injunctive relief or relief providing for specific performance of these Terms but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in these Terms will preclude you from bringing issues to the attention of federal, state, or local agencies and, if the law allows, they can seek relief against us for you.

18.10. The AAA Supplementary Rules for Multiple Case Filings and the AAA Multiple Consumer Case Filing Fee Schedule will apply if twenty-five (25) or more similar claims are asserted against Vivid Vault or against you by the same or coordinated counsel or are otherwise coordinated. In addition to the application of the AAA Supplementary Rules for Multiple Case Filings and the AAA Multiple Consumer Case Filing Fee Schedule, you and Vivid Vault understand and agree that when twenty-five (25) or more similar claims are asserted against Vivid Vault or you by the same or coordinated counsel or are otherwise resolved, your or Vivid Vault's Claim might be delayed. For such coordinated actions, you and Vivid Vault also agree to the following coordinated bellwether process. Counsel for the claimants and counsel for Vivid Vault shall each select ten (10) cases (per side) to proceed first in individual arbitration proceedings as part of a bellwether

process. The remaining cases shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those cases until they are selected to proceed to individual arbitration proceedings as part of a bellwether process. If the parties are unable to resolve the remaining cases after the conclusion of the initial twenty (20) proceedings, each side shall select another ten (10) cases (per side) to proceed to individual arbitration proceedings as part of a second bellwether process. The remaining cases shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those cases until they are selected to proceed to individual arbitration proceedings as part of a bellwether process. A single arbitrator shall preside over each case. Only one case may be assigned to each arbitrator as part of a bellwether process unless the parties agree otherwise. This staged process shall continue, consistent with the parameters identified above, until all the claims included in these coordinated filings, including your case, are adjudicated or otherwise resolved. The statute of limitations and any filing fee deadlines shall be tolled for claims subject to this staged process from the time the first cases are selected for a bellwether process until the time your case is selected for a bellwether process, withdrawn, or otherwise resolved. A court shall have authority to enforce this paragraph and, if necessary, to enjoin the mass filing or prosecution of arbitration demands against Vivid Vault or you.

18.11. One Year to Assert Claims. To the extent permitted by law, any Claim by you or Vivid Vault relating in any way to these Terms, Vivid Vault Products, or any aspect of the relationship between you and Vivid Vault as relates to these Terms or Vivid Vault, must be filed within one year after such Claim arises; otherwise, the Claim is permanently barred, which means that you and Vivid Vault will not have the right to assert the Claim.

18.12. You have the right to opt out of binding arbitration within 30 days of the date you first accepted these Terms by providing us with notice of your decision to opt-out via email at vividvaulthealth.org or by certified mail addressed to Vivid Vault Health Solutions, LLC, Vivid Vault Health Solutions, LLC, 1200 Pearl St., Suite 314 PMB 7897 Boulder, CO 80302. In order to be effective, the opt-out notice must include your full name, mailing address, and email address. The notice must also clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve disputes in accordance with Section 18.

18.13. If any portion of this Section 17 is found to be unenforceable or unlawful for any reason, including but not limited to because it is found to be unconscionable, (i) the unenforceable or unlawful provision will be severed from these Terms; (ii) severance of the unenforceable or unlawful provision will have no impact whatsoever on the remainder of this Section 17 or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Section 17; and (iii) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration. The litigation of those claims will be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Section 17 is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such

relief is allowed to be sought out of arbitration, and the remainder of this Section 17 will be enforceable.

18.14. Notwithstanding anything to the contrary in the Terms, if you reside in any country outside of the United States, you may bring legal proceedings regarding the Terms either by following the arbitration procedure detailed above in this Section 17 of the Terms or, if given the right by applicable law, by submitting the dispute to an arbitration administrator in the jurisdiction in which you reside. To the extent any proceeding is not subject to arbitration under applicable law, you may submit the dispute to the courts of the jurisdiction in which you reside.

19. GOVERNING LAW: This Agreement and all rights and obligations of the parties will be governed by and construed in accordance with the internal laws of the State of Colorado in the United States of America without giving effect to any conflicts of law rules that would cause the application of the laws of any other jurisdiction. Any dispute arising out of this Agreement (except for an action for injunctive relief) may be resolved by arbitration held in Denver, Colorado in accordance with the Rules of the American Arbitration Association then in effect, as provided in Section 17. Judgment upon the award rendered by the arbitrators may be entered in any court jurisdiction. The parties consent to exclusive jurisdiction (non-arbitration) in the courts of Denver County, in the State of Colorado.

20. SEVERABILITY: If any portion of these Terms is found to be unenforceable or unlawful for any reason, including but not limited to because it is found to be unconscionable, (a) the unenforceable or unlawful provision will be severed from these Terms; (b) severance of the unenforceable or unlawful provision will have no impact whatsoever on the remainder of these Terms; and (c) the unenforceable or unlawful provision may be revised to the extent required to render the Terms enforceable or valid, and the rights and responsibilities of the parties will be interpreted and enforced accordingly, so as to preserve the Terms and the intent of the Terms to the fullest possible extent.