

TERMS OF SERVICE

Last Updated: February 1, 2022

Please read these Terms of Service (these “Terms”) carefully. To the extent permitted by applicable law, your use of www.covidmd.org (the “Website”) also constitutes your consent to these Terms.

These Terms are between you and Shared Harvest|myCovidMD™ (“Company” or “we” or “us” or “our”) concerning your use of (including any access to) the Website or Mobile App. These Terms incorporate by reference any additional terms and conditions presented by Company, including but not limited to our Privacy Policy, and Notice of Privacy Practices. To the extent that there is any contradiction between the provisions of this Agreement and any document incorporated by reference or agreed by you, the applicable document will control with respect to the subject matter of that document.

BY USING THE WEBSITE, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT.

THESE TERMS CONTAIN A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH IN SECTION 15. BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR ANY OTHER COURT PROCEEDINGS, OR CLASS ACTIONS OF ANY KIND.

Your employer may have signed a services agreement with us, and to the extent that agreement provides greater rights and privileges to you than these Terms, those greater rights and privileges shall control.

Changes

We may change these Terms from time to time for our business reasons by notifying you of such changes by any reasonable means, including by posting revised Terms through the Website. Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised Terms incorporating such changes, or otherwise notified you of such

changes. Your use of the Website following any changes to these Terms will constitute your acceptance of such changes. The “Last Updated” legend above indicates when these Terms were last changed. Subject to any agreement we may have with your employer, we may, at any time, for our business reasons and without liability, modify or discontinue all or part of the Website (including access to the Website via any third-party links); charge, modify or waive any fees required to use the Website; or offer opportunities to some or all Website users.

Information Submitted Through the Website

Your submission of information through the Website is governed by our Privacy Policy (the “Privacy Policy”). You represent and warrant that any information you provide in connection with the Website is and will remain accurate and complete, and that you will maintain and update such information as needed. To the extent that there is any contradiction between the provisions of these Terms and the Privacy Policy regarding personal data, the provisions of the Privacy Policy will prevail.

Jurisdictional Issues

The Website and the Services are hosted and performed (or both) from the United States and are subject to applicable United States laws, rules, and regulations. If you choose to use the Website or the Services from regions outside the United States, then by your use of the Website and/or the Services, you acknowledge and agree that: (a) you are transferring your personal information outside of those regions to the United States for analysis, storage, and processing as required for the Company and its contracts to perform the Services; (b) the laws and regulations of the United States shall govern your use of the Website and/or the Services and provision of your information (including without limitation, the Health Insurance Portability and Accountability Act of 1996, and the US PATRIOT Act of 2001, each as amended), which laws and regulations may differ from those of your country of residence; and (c) the Company shall collect, process, use, store, transfer, and disclose your information as set forth in our Privacy Policy, which you

should carefully review to understand and agree to all the ways that we handle your information.

Employers Acting on Behalf of their Employees and Consultants

If you are an entity ordering a test for your employees and/or consultants (each a “Participant”), you represent and warrant that (i) you are authorized in your jurisdiction to order the test on behalf of Participants; (ii) you have obtained consent from the Participant to share health and personal information with the Company as required under applicable privacy laws; (iii) you acknowledge that your Participant must sign the applicable release and consent forms; and (iv) you will notify the Company of any changes in consent status to which you become aware.

Registration; Usernames and Passwords; Fees

To use certain Services, you may be required to register for an account. We may reject, or require that you change, any username, password or other information that you provide to us in registering. Your username and password are for your personal use only and should be kept confidential; you, and not Company, are responsible for any use or misuse of your username or password, and you must promptly notify us of any confidentiality breach or unauthorized use of your username or password, or your Website account. If you provided a debit/credit card for payment, you give us permission to charge the stated fees. The fees, once charged, are non-refundable.

Feedback

If you provide to us any ideas, proposals, suggestions or other materials (“Feedback”), whether related to the Website or otherwise, you hereby acknowledge and agree that such Feedback is not confidential, and that your provision of such Feedback is gratuitous, unsolicited and without restriction, and does not place Company under any fiduciary or other obligation.

Company's Proprietary Rights

As between you and us, we own the Website, which is protected by proprietary rights and laws. Our trade names, trademarks and service marks include Shared Harvest Foundation, CovidMD, and any associated logos. All trade names, trademarks, service marks and logos on the Website not owned by us are the property of their respective owners. You may not use our trade names, trademarks, service marks or logos in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. Nothing contained on the Website should be construed as granting any right to use any trade names, trademarks, service marks or logos without the express prior written consent of the owner.

Third-Party Materials; Links

Certain Website functionality may make available access to information, products, services and other materials made available by third parties ("Third Party Materials"), or allow for the routing or transmission of such Third-Party Materials, including via links. By using such functionality, you are directing us to access, route and transmit to you the applicable Third-Party Materials.

We neither control nor endorse, nor are we responsible for, any Third-Party Materials, including the accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness or safety of Third-Party Materials, or any intellectual property rights therein. Certain Third-Party Materials may, among other things, be inaccurate, misleading or deceptive. Nothing in these Terms will be deemed to be a representation or warranty by Company with respect to any Third-Party Materials. 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 the Website at any time. In addition, the availability of any Third-Party Materials through the Website does not imply our endorsement of, or our affiliation with, any provider of such Third-Party Materials, nor does such availability create any legal relationship between you and any such provider.

YOUR USE OF THIRD-PARTY MATERIALS IS AT YOUR OWN RISK AND IS SUBJECT TO ANY ADDITIONAL TERMS, CONDITIONS AND POLICIES APPLICABLE TO SUCH THIRD-PARTY MATERIALS (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF THE PROVIDERS OF SUCH THIRD PARTY MATERIALS).

DISCLAIMER OF WARRANTIES

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW AND EXCLUDING IN THE EVENT OF THE FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY OR IN THE EVENT OF PERSONAL INJURY OR DEATH DUE TO COMPANY'S NEGLIGENCE: (A) THE WEBSITE IS MADE AVAILABLE TO YOU ON AN "AS IS," "WHERE IS" AND "WHERE AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY; AND (B) COMPANY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE WEBSITE, INCLUDING THE WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. ALL DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THESE TERMS) ARE MADE FOR THE BENEFIT OF BOTH COMPANY AND ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, SUPPLIERS AND SERVICE PROVIDERS (COLLECTIVELY, THE "AFFILIATED ENTITIES"), AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

While we try to maintain the timeliness, integrity, and security of the Website, we do not guarantee that the Website is or will remain updated, complete, correct or secure, or that access to the Website will be uninterrupted.

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: (A) COMPANY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF

ANY KIND, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, OR FOR DAMAGES FOR LOSS OF PROFITS, USE OR DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF SUBMISSIONS (INCLUDING UNAUTHORIZED INTERCEPTION BY THIRD PARTIES OF ANY SUBMISSIONS), EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; (B) WITHOUT LIMITING THE FOREGOING, COMPANY WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE WEBSITE, INCLUDING FROM ANY VIRUS THAT MAY BE TRANSMITTED IN CONNECTION THEREWITH; (C) YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE WEBSITE IS TO STOP USING THE WEBSITE; AND (D) THE MAXIMUM AGGREGATE LIABILITY OF COMPANY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL BE THE GREATER OF THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO COMPANY TO USE THE WEBSITE AND \$100.00. ALL LIMITATIONS OF LIABILITY OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE FOR THE BENEFIT OF BOTH COMPANY AND THE AFFILIATED ENTITIES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

Indemnity

To the fullest extent permitted under applicable law, you agree to defend, indemnify and hold harmless Company and its principals, and their respective successors and assigns, from and against all claims, liabilities, damages, judgments, awards, losses, costs, expenses and fees (including attorneys' fees) arising out of or relating to (a) your use of the Website (including any submissions made by you); and (b) any violation or alleged violation of these Terms by you.

Termination

These Terms shall continue to have full force and effect unless and until terminated by the Company. The Company may terminate, suspend, or

restrict any provision of these Terms and the Services and/or Website at any time in its sole discretion and without notice.

Governing Law; Arbitration

These Terms are governed by the laws of the State of California, U.S.A., without regard to its principles of conflicts of law, and regardless of your location.

EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THESE TERMS OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND COMPANY, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT. YOU AGREE THAT ANY ARBITRATION UNDER THESE TERMS WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. The arbitration will be conducted in Los Angeles County, California before one arbitrator. The arbitration will be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures then in effect. To the extent that the arbitrator deems reasonable, the arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances. Any in-person appearances requested by the arbitrator will be held in the State of California. Arbitration proceedings will be conducted in English and will be conducted in a manner that preserves confidentiality. The arbitrator's decision will follow the plain meaning of the relevant documents and will be final and binding. The award rendered by the arbitrator(s) may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in these Terms will preclude us from seeking any injunctive relief or other provisional remedy in U.S. state or federal courts for protection of its intellectual property rights (including the rights of its licensors), and you agree to exclusive jurisdiction of the state and federal courts located in Los Angeles

County, California, and waive any jurisdictional, venue or inconvenient forum objections to such courts.

Information or Complaints

If you have a question or complaint regarding the Website, please send an e-mail to people@sharedharvestfund.org. You may also contact us by writing to 10000 Washington Blvd, Ste #600, Culver City 90232. Please note that e-mail communications will not necessarily be secure; accordingly, you should not include credit card information or other sensitive information in your e-mail correspondence with us. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

Miscellaneous

These Terms do not, and will not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and Company. If any provision of these Terms is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under these Terms without our express prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under this Agreement without restriction. No waiver by either party of any breach or default under these Terms will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is for convenience only, and in no way defines or explains any section or provision. All terms defined in the singular will have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term "including" or variations thereof in these Terms will be construed as if followed by the phrase "without limitation." These Terms, including any terms and conditions incorporated herein, is the entire agreement between you and Company relating to the subject matter hereof, and in the absence of fraud, and supersedes any and

all prior or contemporaneous written or oral agreements or understandings between you and Company relating to such subject matter. Notices to you (including notices of changes to these Terms) may be made via posting to the Website or by e-mail (including in each case via links), or by regular mail. Without limitation, a printed version of these Terms and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Company will not be responsible for any failure to fulfill any obligation due to any cause beyond its control.