

TERMS OF USE
LAST REVISED ON: JUNE 17, 2018

Agrin Health LLC is a Tennessee limited liability company (“**Company**”, “**us**”, “**our**”, and “**we**”) that provides products and services designed to aid individuals in improving their quality of life through facilitating access to and interpretation of health and wellness data, content, experts, tools and industry services (“**Services**”). In these Terms of Use (these “**Terms**”), “**you**” and “**your**” refer to you in your individual capacity or as a representative of your organization. Certain features of our Services may be subject to additional guidelines, terms, or rules, which will be posted on our website, including but not limited to our Privacy Policy, which can be found at www.AgrinHealth.com/terms. All such additional terms, guidelines, and rules are incorporated by reference into these Terms.

THESE TERMS SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR ACCESS AND USE OF OUR SERVICES. BY ACCESSING OR USING OUR SERVICES, YOU ARE ACCEPTING THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT), AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). YOU MAY NOT ACCESS OR USE OUR SERVICES OR ACCEPT THE TERMS IF YOU ARE NOT AT LEAST 18 YEARS OLD AND/OR ARE NOT A RESIDENT OF THE UNITED STATES OF AMERICA. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS AND/OR USE OUR SERVICES.

THESE TERMS REQUIRE THE USE OF ARBITRATION (**SECTION 9**) ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

1. ACCOUNTS

1.1 Account Creation. In order to use our Services, you must become an Agrin Health Member (“**Member**”) by providing certain information about yourself. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; and (c) you are a legal, permanent resident in or citizen of the United States of America. To protect your Account, keep your password confidential. Try not to reuse your Account password on other applications. You may not share your account information with, or allow access to your account by, any third party. You are responsible for the activity that happens on or through your Account. If you learn of any unauthorized use of your password or Account, contact us at Support@AgrinHealth.com. You may suspend or delete your Account at any time, for any reason, without refund, by following informing us in writing at Support@AgrinHealth.com. If you elect to delete your account, all associated data will be deleted and will not be eligible for recovery. Company may suspend or terminate your Account in accordance with **Section 8**.

1.2 Dependent Accounts. Our Services are not intended for anyone without the capacity and legal authority to accept responsibility for their decisions and actions, including minors and severely mentally handicapped or incapacitated adults. However, we offer our Members the ability to manage personal health and wellness data on behalf of their dependents.

(a) If you are the parent or guardian of a child under the age of 18, you may choose to manage your child’s health and wellness information as a dependent account. On the day your child turns 18, the account ownership will be transferred to them and your access to the account will be withdrawn. You child may then elect to restore your access under the Member sharing option.

(b) If you are the legal guardian or medical power of attorney for someone 18 or older, you may manage your ward's health and wellness information using a dependent account; however, you will be required to provide legal documentation of your authority to us at Support@AgrinHealth.com before the dependent account will be granted. You are responsible for notifying us immediately if your guardianship or medical power of attorney status changes. If your guardianship or medical power of attorney is concluded or withdrawn, the account ownership will be transferred to that individual and your access to the account will be withdrawn. They may elect to restore your access under the Member sharing option.

1.3 Payments. Certain Agrin Health Services may be available for a single-time fee or subscription payments (Paid Services). By accepting our Services, you authorize and agree to pay the Company the fee applicable to the type of Paid Services for which you registered (minus any verified subsidy provided by an organization providing payment on your behalf in order for you to have access to our Services herein referred to as a "Sponsoring Organization"), any charges related to the use by you and your authorized agents of your Account, and any sales or similar taxes that may be imposed on these payments. Agrin Health reserves the right to modify or terminate any Services, change prices, or institute new charges for any subscription service at any time with reasonable advance notice to you. Subscription-based Membership Services shall automatically renew, and you will be billed for the then-current Account fee unless you inform us in writing at Support@AgrinHealth.com at least three (3) days prior to the expiration of your Membership period. If you fail to provide timely payment to Agrin Health for Paid Services, Agrin Health may withhold provision of such services and/or withdraw access to such services.

If you register for Agrin Health Services, you are responsible for providing a valid credit card number at the time of registration. Payments for any products or services offered by Company shall be made by credit card via a secure third party payment platform. The Company does not have access to, retain or store any payment information and expressly disclaims any liability associated with the loss or disclosure of such information.

2. OUR SERVICES

2.1 Services. Agrin Health offers the following services:

(a) **Health eBiography® - Basic version.** This is a free Software as a Service (SaaS) product designed to allow Agrin Health members to store personal health and wellness data.

(b) **Health eBiography® - Premium version.** This is a paid, advanced version of the Basic SaaS product which allows Agrin Health members to connect their Health eBiography® account to various data sources, automate some Health eBiography® interactions, and apply selected analytics to their data.

(c) **EMR Retrieval.** This is a paid service wherein Agrin Health attempts to, on the member's behalf, obtain and upload the Agrin Health member's electronic medical record (EMR) for the provider and date range specified in the member's request.

2.2 Medical Advice. Agrin Health does not give medical advice. Our Services may help you organize your health records and provide helpful content, but any information and materials available through our Services are for informational and educational purposes only and are not intended to constitute professional advice, diagnosis or treatment, or to substitute for your own judgment in consultation with your health care provider. Our Services are not a substitute for professional medical treatment. You assume full risk and responsibility for the use of information, including your health records, you obtain from or through our Services. Always seek the advice of your physician or other qualified health care provider regarding a medical condition. Agrin Health does not recommend or

endorse any provider of health care or health-related products, items, or services, and does not recommend or endorse any specific tests, procedures, treatments, opinions, products, or other health related services.

2.3 Certain Restrictions. The rights granted to you in these Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit any information provided to you through the use of our Services; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of our Services; (c) you shall not access our Services in order to build a similar or competitive website, product, or service; and (d) except as expressly stated herein, no part of the information provided to you through the use of our Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means outside your organization. Unless otherwise indicated, any future Service updates, programs or other addition to our Services shall be subject to these Terms. All copyright and other proprietary notices provided to you through our Services (or on any content displayed on our website) must be retained on all copies thereof.

2.4 Modification. Company reserves the right, at any time, to modify, suspend, or discontinue our Services (in whole or in part) with or without notice to you. You agree that Company will not be liable to you or to any third party for any modification, suspension, or discontinuation of our Services or any part thereof.

2.5 Ownership. Excluding any Member Content that you may provide (defined below), you acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, related to our Services and its content, features and functionality, including all information, and any software, text, displays, images, video and audio, and the design, selection and arrangement thereof, are owned by Company or Company's suppliers. Neither these Terms (nor your access to our Services) transfer to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in **Section 2.3**. Company and its suppliers reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms.

3. MEMBER CONTENT

3.1 Member Content. “**Member Content**” means any and all information and content that a Member submits to, or uses with, our Services (e.g. Member medical data, contacts, or images, etc.) or displays publically (e.g. Member's website, social media profile or postings, etc). You are solely responsible for your Member Content. You assume all risks associated with use of your Member Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your Member Content that personally identifies you or any third party. You hereby represent and warrant that your Member Content does not violate our Acceptable Use Policy (defined in **Section 3.4**). You may not represent or imply to others that your Member Content is in any way provided, sponsored or endorsed by Company. Because you alone are responsible for your Member Content, you may expose yourself to liability if, for example, your Member Content violates the Acceptable Use Policy.

3.2 License. In order to provide Agrin Health Services to you, Agrin Health must be granted certain permissions to store, access and use your Member Content. Agrin Health shall only store, access and use your Member Content as necessary to deliver the Services you request. By registering for any of our Services, and again when you upload, submit, store, send or receive content to or through our Services, you hereby grant (and you represent and warrant that you have the right to grant) to Company an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, modify, store, analyze, compare, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your Member Content, and to grant sublicenses of the foregoing rights, solely for the purposes of providing our Services. You hereby irrevocably waive (and

agree to cause to be waived) any claims and assertions of moral rights or attribution with respect to your Member Content.

3.3 Removal. Member Content is exclusively yours. You may request the deletion or removal of any Member Content by notifying us in writing at Support@AgrinHealth.com including the specific Member Content to be removed and the reason for removal. Some Member Content, such as any data necessary for maintaining your Agrin Health account, may not be removed without terminating your Agrin Health account entirely. You acknowledge and agree that removal of any Member Content from your Agrin Health record or account may reduce, inhibit or otherwise negatively impact Agrin Health Services, and that it does not guarantee that the Member Content will not remain in data repositories outside of Agrin Health (e.g. your physician's EMR). **YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS OR OUTCOMES RESULTING FROM THE REMOVAL OF MEMBER CONTENT YOU REQUEST.**

3.4 Acceptable Use Policy. The following terms constitute our “**Acceptable Use Policy**”:

(a) You agree not to use our Services to collect, upload, transmit, display, or distribute any Member Content that (i) violates any third-party right, including any privacy right, moral right, copyright, trademark, patent, trade secret, right of publicity, or any other intellectual property or proprietary right; (ii) is unlawful, harassing, abusive, tortious, inflammatory, threatening, harmful, invasive of another's privacy, vulgar, profane, defamatory, false, deceptive, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, discriminatory, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable; (iii) is harmful to or exploits minors in any way; or (iv) is in violation of any law, regulation, or obligations or restrictions imposed by any third party.

(b) In addition, you agree not to: (i) upload, transmit, or distribute to or through electronic communications with us any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) falsify, obscure or otherwise provide misleading health and wellness data, (iii) utilize our Services to attempt distribution of unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other similar solicitation, whether commercial or otherwise; (iv) attempt to gain unauthorized access to our Services and related information; or (v) use software or automated agents or scripts to produce multiple accounts, or to generate automated searches, requests, or queries to us through the Company website.

3.5 Enforcement. We reserve the right (but have no obligation) to review any Member Content, and to investigate and/or take appropriate action in our sole discretion if you violate the Acceptable Use Policy or any other provision of these Terms or otherwise create liability for us or any other person. Such action may include quarantining or removing your Member Content, and/or reporting you to law enforcement authorities. The Company does not undertake to validate all Member Content, and can only ensure prompt removal of objectionable or erroneous content after we receive an objection. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any Member or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section. **YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER THE COMPANY OR LAW ENFORCEMENT AUTHORITIES.**

3.6 Feedback. We are always interested in any feedback or suggestions regarding our Services (“**Feedback**”) our members offer. You can submit Feedback at any time to

Support@AgrinHealth.com. If you provide Company with your Feedback, you hereby assign to Company all rights in such Feedback and agree that Company shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. Company will treat any Feedback you provide to Company as non-confidential and non-proprietary. You agree that you will not submit to Company any information or ideas that you consider to be confidential or proprietary.

3.7 Sharing Member Content with Third Parties. Some Agrin Health Services allow you to share certain information with Third Parties (such as your healthcare provider or Sponsoring Organization). If you subscribe to such Services, you may provide access to your Member Content or invite a third party to collaborate in your health care management through our Services in your account, but any third party must create their own Agrin Health account and use their own log-in information to access any health information that has been shared with them. If you are registered to use our Services through a healthcare provider or Sponsoring Organization, you acknowledge and agree that such healthcare provider or organization is automatically eligible to access your Member Content, and that they may exchange your Member Content with your other healthcare providers as authorized by the HIPAA-compliant authorization you must sign with that Third Party. If you request Agrin Health to send records through a verbal authorization, you agree that our documentation of a verbal authorization is equal to a written authorization. You may terminate access or sharing authorization for any Third Party at any time. You acknowledge that if you terminate access authorization for a Sponsoring Organization, you will no longer be eligible for their Paid Services subsidy, and will become directly responsible for any unsubsidized fees and costs associated with your use of our Services.

3.8 No Ownership of Other Member Content. Some Agrin Health Services allow Members to share their Member Content with other Members. Sharing your Member Content with another Member does not provide them with any right, title, or interest in or to your Member Content. Conversely, you understand and agree that, if any other Member shares or provides you with access to their Member Content, you will not obtain, as a result of your use of our Services, any right, title, or interest in or to their Member Content. All Members agree to maintain the confidentiality and integrity of such shared Member Content and to use or disclose such Member Content only as authorized by their owner. You understand and agree that you shall be solely liable for any damages arising out of or related to your breach of these obligations, and you agree to indemnify Agrin Health for any liabilities or damages arising out of or related to any breach of your duty to maintain the confidentiality and integrity of such shared Member Content and to use or disclose such Member Content only as authorized by their owner.

4. INDEMNIFICATION.

We do not represent or guarantee the truthfulness, accuracy, or reliability of any content or Member Content posted by you or any other third party. You accept that any reliance on such materials will be at your own risk. You agree to indemnify and hold Company (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim or demand due to or arising out of (a) your use of our Services, (b) your violation of these Terms, (c) your violation of applicable laws or regulations or (d) your Member Content. Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Company. Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

5. THIRD-PARTY LINKS & ADS

The information provided through our Services may contain links and/or website addresses to third-party websites and services, and/or display advertisements for third parties (collectively, "**Third-Party Links & Ads**"). Such Third-Party Links & Ads are not under the control of Company, and Company is not

responsible for any Third-Party Links & Ads. Company provides access to these Third-Party Links & Ads only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links & Ads. You use all Third-Party Links & Ads at your own risk, and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links & Ads, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links & Ads.

6. DISCLAIMERS

YOUR USE OF OUR SERVICES, ITS CONTENT AND ANY OTHER SERVICES OR ITEMS OBTAINED THROUGH OUR SERVICES IS AT YOUR OWN RISK. OUR SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND COMPANY (AND OUR SUPPLIERS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT OUR SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

7. LIMITATION ON LIABILITY

We will do our best to provide quality Services; however, there may be times when our ability does not meet your expectations. THEREFORE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY (OR OUR SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST, INCOMPLETE OR INACCURATE DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, OUR SERVICES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, OUR SERVICES IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO THE AGGREGATE FEES PAID BY YOU TO THE COMPANY IN THE TWELVE MONTHS PRECEDING THE CLAIM. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR OUR SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

8. TERM AND TERMINATION.

Subject to this Section, these Terms will remain in full force and effect while you use our Services. We may suspend or terminate your rights to use our Services at any time for any reason at our sole discretion, including for any use of our Services in violation of these Terms. Upon termination of your rights under these Terms, your right to access and use our Services will terminate immediately. Company will not have any liability whatsoever to you for any termination of your rights under these Terms. Even after your rights under these Terms are terminated, the following provisions of these Terms will remain in effect: **Sections 2.2** through **2.4**, **Sections 3** through **10**.

9. DISPUTE RESOLUTION

9.1 Arbitration. By using our Services, you agree to the arbitration agreement contained in this **Section 9** (“Arbitration Agreement”) which is part of your contract with Company and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

9.2 Applicability of Arbitration Agreement. All claims and disputes related to the Terms or the use of any product or service provided by the Company (excluding claims for injunctive or other equitable relief as set forth below) that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. This Arbitration Agreement applies to you and the Company, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.

9.3 Notice Requirement and Informal Dispute Resolution. Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (“**Notice**”) describing the nature and basis of the claim or dispute, and the requested relief. A Notice to the Company should be sent to the Company’s Registered Agent listed with the Secretary of State of the State of Tennessee. After the Notice is received, you and the Company may attempt to resolve the claim or dispute informally. If you and the Company do not resolve the claim or dispute within ninety (90) days after the Notice is received, either party may begin an arbitration proceeding.

9.4 Arbitration Rules. Arbitration shall be initiated through the American Arbitration Association (“AAA”), applying the AAA Consumer Arbitration Rules (“**Arbitration Rules**”). Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney’s fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the arbitrator.

9.5 Time Limits. If you or the Company pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

9.6 Authority of Arbitrator. If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and the Company, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and the Company.

9.7 Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. In the event any litigation should arise between you and the Company in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND THE COMPANY WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

9.8 Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

9.9 Confidentiality. All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

9.10 Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

9.11 Right to Waive. Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

9.12 Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Company.

9.13 Small Claims Court. Notwithstanding the foregoing, either you or the Company may bring an individual action in small claims court.

9.14 Emergency Equitable Relief. Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

9.15 Claims Not Subject to Arbitration. Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.

10. GENERAL

10.1 Changes. The Company may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of our Services thereafter. Your continued use of our Services following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page each time you access our Services, so that you are aware of any changes, as they are binding on you.

10.2 Electronic Communications. The communications between you and Company use electronic means, whether you use our Services or send us emails, or whether Company posts notices on the Company website or communicates with you via email. For contractual purposes, you (a) consent to receive communications from Company in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect your non-waivable rights.

10.3 Entire Terms. These Terms constitute the entire agreement between you and us regarding the use of our Services. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word “including” means “including without limitation”. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to Company is that of an independent contractor, and neither party is an agent or partner of the other. None of these Terms, your rights and obligations herein, or your Account may be assigned, subcontracted, delegated, or otherwise transferred by you without Company’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Company may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

10.4 Copyright/Trademark Information. Copyright © 2014-2018 Agrin Health, LLC. All rights reserved. Company’s name and all trademarks, logos, product and service names, designs, slogans and service marks (collectively, “Marks”) displayed on the Company website or in materials distributed through our Services are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party that may own the Marks.

10.5 Governing Law; Jurisdiction. All matters relating to our Services and these Terms and any dispute or claim arising therefrom or related thereto shall be governed by and construed in accordance with the internal laws of the State of Tennessee, without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction). In any circumstances where the Arbitration Agreement permits the parties to litigate in court, the parties hereby agree that any such proceeding shall be instituted exclusively in the federal courts of the United States or the courts of the State of Tennessee in each case located in the County of Davidson. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

10.6 Contact Information: Support@AgrinHealth.com