# Terms of Use

# IMPORTANT NOTE REGARDING ONLINE SERVICES CONTENT

The information and content (collectively, "Content") on our online and mobile websites, platforms, services and applications (collectively, "Online Services"), is for your general educational information only. The Content cannot, and is not intended to, replace the relationship that you have with your health care professionals. The Content on our Online Services should not be considered medical advice and is not intended as medical advice. If you are experiencing a medical emergency, you should not rely on any information on the Online Services and should seek appropriate emergency medical assistance, such as calling "911". You should always talk to your health care professionals for diagnosis and treatment, including information regarding which drugs or treatment may be appropriate for you. None of the Content on our Online Services represents or warrants that any particular drug or treatment is safe, appropriate or effective for you. Health information changes quickly. Therefore, you should always confirm information with your health care professionals.

These Online Services are intended for a United States audience. If you live outside the U.S., you may see information on our Online Services about products or therapies that are not available or authorized in your country.

The Content may include information regarding therapeutic and generic alternatives for certain prescription drugs and may describe uses for products or therapies that have not been approved by the Food and Drug Administration. This Content is for informational, cost-comparison purposes only. It is not medical advice and does not replace consultation with a doctor, pharmacist or other health care professional. Talk to your health care provider to determine if an alternative prescription drug is right for you.

# **Agreement and Terms**

These Terms of Use ("Terms") describe the rules for using our Online Services. These Terms constitute a legally binding agreement between you, the person using our Online Services, and UnitedHealthcare Services, Inc. ("UnitedHealthcare") If you are helping another person use our Online Services, these Terms constitute a legally binding agreement between both the helper and the person being helped and UnitedHealthcare. Any references to "you" or "your" in these Terms will mean the person using the Online Services, including the person being helped, the persons' heirs, assigns, or dependents, and individuals making benefits decisions for themselves or their dependents. Terms such as "we," "our," "us," and "Company" refer to UnitedHealthcare. and its Affiliates (Affiliates are defined as an entity controlling, controlled by or under common control with a named party). By using our Online Services, you agree to the most-recent Terms as well as the most-recent version of our <u>Privacy Policies</u>. We may change these Terms at any time, and such changes will be posted on this or a similar page of the Online Services. It is your responsibility to review these Terms each time you use our

Online Services. By continuing to use the Online Services, you consent to any changes to our Terms.

By using our Online Services, you acknowledge and agree that any activity is subject to monitoring by the Company at any time, and that we may use the results of such monitoring without limitation, subject to applicable law.

If you enter into any other agreement with us, for example an agreement for health plan coverage, then these Terms are in addition to the terms of such other agreement. Neither entering into to this agreement, nor visiting our Online Services, nor any of these Terms, guarantees that you are eligible to receive coverage under any plan offered through our Online Services or otherwise.

# Family/Link Overview

The Family/Link online service is being made available, at no additional charge, to certain UnitedHealthcare members to help such members organize and share information regarding the care of their family. Family/Link enables a family member to complete an authorization allowing friends, family and/or medical professionals (each a "Family/Link Team Member"; collectively "Family/Link Team Members") to a secure portal for purposes of sharing certain information related to the family member's care, including:

- information describing pharmaceutical drugs,
- appointment reminders,
- documents related to care (e.g., treatment plans and doctors' notes), and
- contact information of doctors and other medical professionals.

Family/Link also enables caregivers and Family/Link Team Members to assign support tasks (e.g., a request to provide transportation to an appointment), send messages to each other, and upload and retrieve documents. Once uploaded, documents may be viewed and downloaded by any Family/Link Team Member that a caregiver has invited to use the Family/Link platform.

# **Certain Risks**

Family/Link is a web-based tool that may make it easier for you to share information and day-to-day tasks. While Family/Link may make such information sharing and coordination of day-to- day activities more convenient, you acknowledge and agree that Family/Link should not be exclusively relied upon for these activities. You further acknowledge and agree as follows:

- Family/Link is not a care coordination service, and we do not provide care coordination services.
- We cannot guarantee our Online Services or messaging system availability or reliability.

- We are not responsible for the accuracy or appropriateness of any content that any user enters or uploads to Family/Link (including, but not limited to any caregiving instructions or prescription information).
- We are not responsible for backing up any information, including important documents that you may upload to Family/Link. While Family/Link can help facilitate the sharing of information, you understand and agree that Family/Link is not intended as a document storage repository, and that you should independently retain any important documents.
- We are not responsible for the accuracy or reliability of any third-party technologies or content made available through Family/Link, including Google Maps, which Family/Link uses to automatically suggest address information for contacts, such as medical professionals.
- We are not responsible for the acts or omissions of any caregiver or Family/Link Team Member in the coordination of day-to- day activities. Without limiting the generality of the foregoing, we are not responsible for the failure of any Family/Link Team Member to complete an assigned task or complete it accurately and responsibly.
- We may change or discontinue Family/Link functionality or any portion thereof at any time, in our sole discretion.

# **Consent to Share Information**

You represent and agree that you have the right to disclose any information you provide to Family/Link and to other users through Family/Link, and you authorize Family/Link to share any such information to other Family/Link Team Members that you identify. You acknowledge and agree that you are responsible for the accuracy of email addresses that you enter, and that any individual with access to an email account that you enter may be able to view information that you have provided to Family/Link, including any information relating to a minor child. Additionally, if you are using Family/Link as a caregiver, you must acknowledge and consent to the terms of an Authorization for Release of Health Information that will be presented to you during the registration process, and annually thereafter.

# **Chat Function**

Family Link allows you and your family members and caregivers, with completion of an authorization, to create, access, view and share messages with each other, and with your Family Link support team. The chat discussions will be copied and stored as part of your plan and claim record.

# **User IDs and Nicknames**

The Online Services may allow you to register by providing an email address and password (your "User ID"), and you may also be able to select a display name or image ("Nickname") that identifies you on the Online Services. These are your credentials for accessing portions of the Online Services. You agree we have the right to disable

and/or delete any Nicknames for any reason in our sole discretion. You are responsible for protecting your User ID. If your User ID or other activation codes you use with the Online Services are compromised, you agree to immediately inform us.

## License to Use our Online Services and Content Ownership

Subject to these Terms, the Company grants you a personal, nontransferable, nonexclusive, revocable, limited license to view the Content on our Online Services for the sole purpose of collecting information regarding our plan and related activities such as, if permitted on our Online Services, applying for a plan. You may also print a reasonable number of copies of the Content for your personal use, but in such case you must reproduce all proprietary copyright and trademark notices. All rights, title and interest in and to our Online Services, including the Content, and all intellectual property rights, including all copyright, trademark, patent and trade secret rights therein shall remain with the Company and our licensors and vendors, and no ownership interest is transferred to you or any other entity by virtue of making the Content available on our Online Services, granting the foregoing licenses or entering into this Agreement.

In the event you choose to provide us with any feedback, suggestions, or similar communications, all such messages (collectively, "Feedback Messages") will be considered non-personal, non-confidential (except for personal information as described in our Privacy Policies) and nonproprietary. You hereby grant the Company a perpetual, sublicensable, assignable, unrestricted, worldwide, royalty-free, irrevocable license to use, reproduce, display, perform, practice, modify, create derivative or collective works, transmit and distribute your Feedback Messages, in whole or in part, and including all intellectual property rights therein.

Some the Online Services operated by the Company include trademarks or logos belonging to other third-party licensors and are used pursuant to an agreement with such third parties.

We may terminate this license at any time for any reason. If you breach any of these Terms, your license to the Content terminates immediately. Upon the termination of this license you must stop using our Online Services, including all Content, and return or destroy all copies, including electronic copies, of the Content in your possession or control.

# **Restrictions on Use of our Online Services**

You agree:

- not to use our Online Services or Content in any way not explicitly permitted by these Terms or the text of our Online Services itself;
- not to copy, modify or create derivative works involving the Content, except you
  may print a reasonable number of copies for your personal use, provided that you
  reproduce all proprietary copyright and trademark notices;

- not to misrepresent your identity or provide us with any false information in any information-collection portion of our Online Services, such as a registration or application page;
- not to take any action intended to interfere with the operation of our Online Services;
- not to access or attempt to access any portion of our Online Services to which you have not been explicitly granted access;
- not to share any password assigned to or created by you with any third parties or use any password granted to or created by a third party;
- not to directly or indirectly authorize anyone else to take actions prohibited in this section;
- to comply with all applicable laws and regulations while using our Online Services or the Content. You represent and warrant that you are at least 13 years of age, and that if you are between 13 and 18 years of age a parent and/or guardian agrees to these Terms on your behalf.

# Posting Messages, Comments or Content

Certain portions of the Online Services may be configured to permit users to chat, post messages, comments, or other content. Any such content is only the opinion of the poster, is no substitute for your own research, and should not be relied upon for any purpose. You agree not to post any content:

- which is profane, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory, or otherwise objectionable; or
- the transmission of which could violate, or facilitate the violation of, any applicable law, regulation, or intellectual property rights.

You are solely responsible for the content of any postings you submit and the Company assumes no responsibility or liability for any content submitted by you or any other Online Services visitor. We may, but are not obligated to, restrict or remove any and all content from a message that we determine in our sole discretion violates these Terms or is otherwise harmful to us, our customers, or any third party. We reserve the right to remove the content you provide at any time, but you understand that we may preserve and access a backup-copy, and we may disclose the content if required to do so by law or in a good faith belief that such access, preservation, or disclosure is required by law or in the best interests of the Company.

Any content you submit is for non-commercial use only. Any content you submit will be routed through the Internet and you understand and acknowledge that you have no expectation of privacy with regard to any content you submit. Never assume that you are anonymous and cannot be identified by your posts.

If you do post content or submit material, and unless we indicate otherwise, you grant the Company a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant the Company and any of its sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate these Terms and Conditions and will not cause injury to any person or entity; and that you will indemnify the Company or its affiliates for all claims resulting from content you supply.

# **Copyright Infringement – DMCA Notice**

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under US copyright law. If you believe in good faith that content or material on our Online Services infringes a copyright owned by you, you (or your agent) may send the Company a notice requesting that the material be removed, or access to it blocked. Notices and counter-notices with respect to the Online Services should be sent to the applicable address below:

Company	Contact Information
UnitedHealth Group	Attn: DMCA Registered Agent 9900 Bren Road East Minnetonka, MN 55343 DMCARegisteredAgent@uhc.com
UnitedHealthcare	Attn: DMCA Registered Agent 9900 Bren Road East Minnetonka, MN 55343 DMCARegisteredAgent@uhc.com
Optum	Attn: DMCA Registered Agent 9900 Bren Road East Minnetonka, MN 55343 DMCARegisteredAgent2@optum.com
Rally Health	Attn: Legal Department 3000 K Street NW Suite 350 Washington, DC 20007 <u>dmca@rallyhealth.com</u>

The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed; (c) identification of the material that is claimed to be infringing or the subject of infringing activity; (d) the name, address, telephone number, and email address of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA.

# **Unsolicited Idea Submission Policy**

It is our policy not to accept or consider unsolicited ideas or offers to sell intellectual property. We ask that you please do not submit any such ideas or offers to Us or our employees or contractors.

This policy is intended to avoid potential misunderstandings if our technology, products, or services may seem similar to a submission made to the company. If you still choose to make a submission to us, you agree as follows, regardless of any statements made in your submission:

- We owe you no compensation
- There is no duty of confidentiality between Us and you (for this purpose)
- Your submission automatically becomes Our property and we may use or redistribute the contents of that submission in any way for any purpose
- We are free to acquire, develop and sell services and products that may be competitive to those you offer or suggest
- It is your responsibility to protect your own intellectual property, you should not make a submission to Us if you have concerns about intellectual property

If you are uncertain about the meaning of this policy or the legal ramifications of submitting materials, you should consult with your attorney before making a submission.

# **Changes to Online Services Content**

We may change, add or remove some or all of the Content on our Online Services at any time. In addition, please note that although our goal is to provide accurate information, certain features that may be offered through our Online Services, such as identification of participating healthcare providers, pricing information or other Content, are updated on a periodic basis and therefore the information displayed may have changed. In addition, please note that features of any plan, product, service, or account described in our Online Services may change over time as permitted by law, including benefit levels, items included in any formulary, pricing or lists of participating providers or other associated vendors.

## Links

While using these Online Services you may click on a link to other websites and leave our Online Services. We provide links to other websites that may contain information that may be useful or interesting to you. We do not endorse, nor are responsible for, the content, accuracy or accessibility of linked websites operated by third parties or for any of your dealings with such third parties. You are solely responsible for your dealings with such third parties and we encourage you to read the terms of use and privacy policies on such third-party websites.

### **No Warranties**

ALL CONTENT ON OUR ONLINE SERVICES ARE PROVIDED TO YOU ON AN "AS IS", "AS AVAILABLE" BASIS. THE COMPANY, ALL THIRD PARTIES, IF ANY, PROVIDING CONTENT FOR OUR ONLINE SERVICES, AND ALL THIRD PARTIES PROVIDING SUPPORT OR INFORMATION FOR OUR ONLINE SERVICES (COLLECTIVELY, "ONLINE SERVICES-RELATED-PARTIES") HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

THE ONLINE SERVICES-RELATED-PARTIES MAKE NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, TIMELINESS, CORRECTNESS, OR RELIABILITY OF ANY CONTENT AVAILABLE THROUGH OUR ONLINE SERVICES. WITHOUT LIMITING THE FOREGOING, THE ONLINE SERVICES-RELATED-PARTIES SPECIFICALLY DO NOT REPRESENT OR WARRANT THAT ANY INFORMATION REGARDING PARTICULAR PLAN BENEFITS OR SCOPE OF COVERAGE IS ACCURATE OR COMPLETE. THE ONLINE SERVICES-RELATED-PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES THAT USE OF OUR ONLINE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT OUR ONLINE SERVICES OR THE TECHNOLOGY THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ARE RESPONSIBLE FOR TAKING ALL PRECAUTIONS NECESSARY TO ENSURE THAT ANY CONTENT YOU MAY OBTAIN FROM OUR ONLINE SERVICES ARE FREE OF VIRUSES AND ANY OTHER POTENTIALLY DESTRUCTIVE COMPUTER CODE.

Some states do not allow limitations on implied warranties, so one or more of the above limitations may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.

### **Limitation of Liability**

YOU AGREE THAT NONE OF THE ONLINE SERVICES-RELATED-PARTIES SHALL BE LIABLE FOR ANY DAMAGE RESULTING FROM YOUR USE OR INABILITY TO USE OUR ONLINE SERVICES OR THE CONTENT. THIS PROTECTION COVERS CLAIMS BASED ON WARRANTY, CONTRACT, TORT, STRICT LIABILITY, AND ANY OTHER LEGAL THEORY. THIS PROTECTION COVERS THE ONLINE SERVICES-RELATED-PARTIES, INCLUDING ALL AFFILIATES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS. THIS PROTECTION COVERS ALL LOSSES INCLUDING, WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, AND PUNITIVE DAMAGES, PERSONAL INJURY/WRONGFUL DEATH, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION. THE TOTAL, CUMULATIVE. LIABILITY OF THE ONLINE SERVICES-RELATED-PARTIES. INCLUDING ALL AFFILIATES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, IF ANY, FOR LOSSES OR DAMAGES SHALL BE LIMITED TO THE AMOUNT OF YOUR ACTUAL DAMAGES, NOT TO EXCEED U.S. \$100.00. THE LIMIT OF LIABILITY MAY NOT BE EFFECTIVE IN SOME STATES. IN NO EVENT SHALL THE ONLINE SERVICES-RELATED-PARTIES, INCLUDING ALL AFFILIATES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES OTHER THAN THE AMOUNT DESCRIBED ABOVE. ALL OTHER DAMAGES, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE, RESULTING FROM ANY USE OF THE WEBSITE OR CONTENT ARE EXCLUDED EVEN IF THE ONLINE SERVICES-RELATED-PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT YOU USE OUR ONLINE SERVICES AT YOUR OWN RISK. IF YOU ARE DISSATISFIED WITH OUR ONLINE SERVICES OR THE CONTENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING OUR ONLINE SERVICES.

The foregoing limitation of liability is not applicable to residents of New Jersey. With respect to residents of New Jersey, the Released Parties are not liable for any damages unless such damages are the result of our negligent or reckless acts or omissions; and the Released Parties are not, in any case, liable for indirect, incidental, special, consequential or punitive damages.

You acknowledge and agree that Company's suppliers are third-party beneficiaries of these Terms, with the right to enforce the limitations of warranty and liability set forth herein with respect to the respective technology of such suppliers and Company.

#### **Governing Law and Statute of Limitations**

The laws of the State of Minnesota govern these Terms and any cause of action arising under or relating to your use of our Online Services, without reference to its choice-oflaw principles. You agree that the only proper jurisdiction and venue for any dispute with the Company, or in any way relating to your use of our Online Services, is in the state and federal courts in the State of Minnesota, U.S.A. You further agree and consent to the exercise of personal jurisdiction in these courts in connection with any dispute involving the Company or its employees, officers, directors, agents and providers. If any provision of these Terms is determined to be invalid under any applicable statute or rule of law, such provision is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

Before seeking legal recourse for any harm you believe you have suffered arising from or related to your use of our Online Services, you agree to inform us in writing and to give us 30 days to cure the harm before initiating any action. You must initiate any cause of action within one year after the claim has arisen, or you will be barred from pursuing any cause of action.

If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any of these Terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition. You agree to defend and indemnify, Online Services-Related-Parties and their subsidiaries, affiliates, officers, directors, employees, and agents, harmless from any claim, demand, or damage, including reasonable attorneys' fees, arising out of or related to your breach of this Agreement or your use or misuse of the Content or our Online Services. You may not transfer or assign any rights or obligations under this Agreement. The Company may transfer or assign its rights and obligations under this Agreement.

Unless you are a resident of New Jersey, you must initiate any cause of action within one year after the claim has arisen, or you will be barred from pursuing any cause of action.

# Agreement to be Bound by Electronic Signature

Your affirmative act of using the Online Services, or registering for membership, constitutes your electronic signature to these Terms and your consent to enter into agreements with us electronically. To view and retain a copy of this disclosure or any information regarding your agreement to these policies, you will need (i) a device (such as a computer or mobile phone) with a web browser and Internet access and (ii) either a printer or storage space on such device.

# Indemnification

You agree to defend, indemnify and hold harmless the Released Parties from any claim, demand, or damage, including reasonable attorneys' fees, for third party claims arising out of or related to (a) your breach of the Terms; (b) an allegation of infringement or misappropriation arising from or caused by your use of the Online Services or Content; (c) your gross negligence or intentional misconduct; (d) your violation of applicable law; and/or (e) your misuse or modification of the Online Services or Content. You may not

transfer or assign any rights or obligations under this Agreement. You agree we have the right to hire counsel of our own choosing in connection with, and to assume the exclusive defense and control of, any matter subject to indemnification by you, and doing so will in no way limit your indemnification obligations hereunder. In any litigation, you will cooperate with us in asserting any available defenses.

# **Export Controls**

You may not use, export, re-export, import, sell, transfer or proxy our Online Services unless such activity is permitted by these Terms and such activity is not prohibited by United States law, the laws of the jurisdiction in which you receive our Online Services, or any other applicable laws and regulations. In particular, but without limitation, the Online Services may not be exported, re-exported or made available in any manner (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List.

By using our Online Services, you represent and warrant that you and any ultimate beneficiary of our Online Services are not located in any such country or on any such list. You also agree that you will not use our Online Service for any purposes prohibited by U.S. law, including, without limitation, the development, design, manufacture or production of nuclear missiles or chemical or biological weapons.

### Termination

We may cancel, suspend or block your use of the Online Services and/or registration at any time, without cause and/or without notice. YOU AGREE THAT WE WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY TERMINATION OF YOUR ACCESS TO THE ONLINE SERVICES IN ACCORDANCE WITH THESE TERMS.

#### **Miscellaneous**

These Terms, and any supplemental terms, policies, rules and guidelines posted on the Online Services, constitute the entire agreement between you and us in connection with the Online Services and supersede all previous written or oral agreements. If any part of these Terms is held invalid or unenforceable as a matter of law, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. You acknowledge that we have the right to seek, at your expense, an injunction to stop or prevent a breach of your obligations. The paragraph headings in these Terms, shown in boldface type, are included only to help make these Terms easier to read and have no binding effect. Any delay or failure by us to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. No waiver by us will have effect unless such waiver is set forth in writing, signed by us; nor will any such waiver of any breach or default constitute a waiver of any subsequent breach or default.

### **Survival and Assignment**

Your obligations under the following sections survive termination of this Agreement: Important Note Regarding Online Services Content; Agreement and Terms; Family Link Overview; Certain Risks; Consent to Share Information; Chat Function; User IDs and Nicknames; License to use the Online Services and Content Ownership; Restrictions on Use of Online Services; Posting Messages, Comments or Content; Copyright Infringement – DMCA Notice; Unsolicited Idea Submission Policy; Changes to Online Services Content; No Warranties; Limitation of Liability; Governing Law and Statute of Limitations; Agreement to be Bound by Electronic Signature; Indemnification; Export Controls; Termination; and Miscellaneous. You may not transfer or assign any rights or obligations under this Agreement. The Company may transfer or assign its rights and obligations under this Agreement.

### **Effective Date**

The Effective Date of these Terms is March 3, 2021.