



## Health Force

### Terms of Agreement

October 13, 2015

Welcome and thank you for your interest.

The following Terms of Service are a legal contract between you (“You”) and Population Health Innovations, LLC (PHI) regarding your use of this website. Visitors and users of the website are referred to individually as “User” and collectively as “Users”.

PLEASE READ THE FOLLOWING TERMS OF SERVICE CAREFULLY. BY REGISTERING FOR, ACCESSING, BROWSING, OR USING THE WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING THE PHI PRIVACY NOTICE AND ANY ADDITIONAL GUIDELINES (AS DEFINED BELOW) (COLLECTIVELY, THE “TERMS”).

IF YOU ARE A PARENT OR GUARDIAN AND YOU PROVIDE CONSENT FOR YOUR CHILD TO REGISTER WITH THE WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE IN RESPECT OF SUCH CHILD’S USE OF THE WEBSITE.

1. Eligibility; Accounts. THE WEBSITE IS NOT AVAILABLE TO (A) ANY USERS PREVIOUSLY SUSPENDED OR REMOVED FROM THE WEBSITE BY PHI OR (B) ANY PERSONS UNDER THE AGE OF 13 WHOSE REGISTRATION HAS NOT BEEN APPROVED BY A LEGAL PARENT OR GUARDIAN. By registering an account for the Website, You represent (a) that You have not been previously suspended or removed from the Website by PHI; (b) that You are either (i) at least 13 years of age or (ii) Your parent and/or guardian has consented to Your use of the Website; and (c) that your registration and your use of the Website is in compliance with any and all applicable laws and regulations.

1.1 Account. In order to use certain features of the Website, you must register for an account. You may be asked to provide a password in connection with your account. You are solely responsible for maintaining the confidentiality of your username/account and password, and You agree to accept responsibility for all activities that occur under your account or



password. You agree that the information You provide to PHI, whether at registration or at any other time, will be true, accurate, current, and complete. You also agree that You will ensure that this information is kept accurate and up-to-date at all times. If You have reason to believe that your account is no longer secure (e.g., in the event of a loss, theft or unauthorized disclosure or use of your username or password), then You agree to immediately notify PHI at [support@healthetools.com](mailto:support@healthetools.com). You may be liable for the losses incurred by PHI or others due to any unauthorized use of your Website account.

**1.2 Integrated Service.** PHI may permit You to register for the Website through, or otherwise associate your account with, certain third party social networking or integrated services, such as Facebook Connect and Google (“Integrated Service”). By registering for the Website using (or otherwise granting access to) an Integrated Service, you agree that PHI may access your Integrated Service’s account information, and you agree to any and all terms and conditions of the Integrated Service regarding your use of the Website via the Integrated Service. You agree that any Integrated Service is a Reference Site (as defined below) and you are solely responsible for your interactions with the Integrated Service as a result of accessing the Website through the Integrated Service. PHI does not control the practices of Integrated Services, and you are advised to read the Privacy Policy and terms and conditions of any Integrated Service that you use to understand their practices.

**1.3 Child User.** If You are a User of the Website and are under the age of 13 (“Child User”), You may not register an account for the Website without consent and approval from your legal parent or guardian. A Child User that begins the registration process for himself or herself without a Parent User may have the registration process restricted until a Parent User approves or assumes responsibility for the Child User account.

Additionally, a Child User may use the Website if registered through certain educational organizations.

**1.4 Parent User.** If You are at least 18 years of age and you are the legal parent or guardian of a child that seeks to register as a Child User of the Website, **IF YOU REGISTER OR APPROVE THE REGISTRATION OF, OR OTHERWISE ASSUME**



RESPONSIBILITY FOR ANY CHILD USER, YOU REPRESENT AND WARRANT THAT YOU ARE SUCH CHILD USER'S LEGAL PARENT OR GUARDIAN AND YOU AGREE TO BE BOUND BY THE TERMS ON BEHALF OF SUCH CHILD USER, INCLUDING WITHOUT LIMITATION BEING LIABLE FOR ALL USE OF THE WEBSITE BY THE CHILD USER. You acknowledge that PHI may choose, but is not obligated, to make any inquiries, either directly or through third parties, that PHI deems necessary to validate Your registration information, including without limitation engaging third parties to provide verification services. PHI reserves all rights to take legal actions against anyone who misrepresents personal information or is otherwise untruthful about their identity. NOTWITHSTANDING THE FOREGOING, YOU ACKNOWLEDGE THAT PHI CANNOT GUARANTEE THE ACCURACY OF ANY INFORMATION SUBMITTED BY ANY USER AND PHI IS NOT OBLIGATED TO VERIFY THE IDENTITY OF ANY USER, INCLUDING ANY USER'S CLAIM TO BE A PARENT USER, OR TO VERIFY THAT A PARENT IDENTIFIED BY A CHILD USER DURING REGISTRATION IS SUCH CHILD USER'S ACTUAL PARENT OR GUARDIAN. User accounts may be terminated by PHI at any time and without warning for any failure to abide by these Terms.

2. Privacy Notice. Your privacy is important to PHI. Please read the PHI [Privacy Notice](#), hereby incorporated into the Terms, carefully for information relating to PHI's collection, use, and disclosure of Your personal information.

3. API Terms; Other guidelines.

3.1 [API Terms](#). Users who utilize any of PHI's application programming interfaces ("APIs") additionally agree to be bound by PHI's API [Terms of Service](#).

3.2 [Other Guidelines](#). When using the Website, You will be subject to any additional posted guidelines or rules applicable to specific services and features which may be posted from time to time (the "Guidelines"). All such Guidelines are hereby incorporated by reference into the Terms.

4. Modification of the Terms. PHI reserves the right, at our discretion, to change, modify, add, or remove portions of the Terms at any time. Please check the Terms and any Guidelines periodically for changes.

Your continued use of the Website after the posting of changes constitutes your binding acceptance of such changes. For any material changes to the Terms, PHI will post a notice on the Website, and such amended terms will be effective against You on the earlier of (i) your actual notice of such changes and (ii) thirty days after PHI makes reasonable attempt to provide you such notice. Disputes arising under these Terms will be resolved in accordance with the version of the Terms in place at the time the dispute arose.

#### 5. User Content License Grant; Representations and Warranties.

5.1 User Content. PHI may permit (a) the posting and/or publishing by You and other Users of notes, questions, comments, ratings, reviews, images, videos and other audio-visual materials and communications (collectively, “User Postings”) and (b) the posting, creation, or modification by You and other users of computer code (including source code and object code) (“User Code”) (User Postings and User Code, collectively, “User Content”). You understand that whether or not such User Content is published, PHI does not guarantee any confidentiality with respect to any submissions.

5.2 License Grant to PHI. By posting, submitting or distributing User Content on or through the Website, You hereby grant to PHI a worldwide, non-exclusive, transferable, assignable, fully paid-up, royalty-free, perpetual, irrevocable right and license to host, transfer, display, perform, reproduce, distribute, prepare derivative works of, use, make, have made, sell, offer for sale, import, and otherwise exploit your User Content, in whole or in part, in any media formats and through any media channels (now known or hereafter developed).

5.3 License Grant to Users. User Postings. By posting, submitting or distributing User Postings through the Website, You hereby grant to each User of the Website a non-exclusive license to access and use your User Postings in any manner permitted or made available by PHI on or through the Website.

5.4 User Content Representations and Warranties. You are solely responsible for your User Content and the consequences of posting, creating, or publishing them. You represent and warrant that: (1) You are the creator and owner of or have the necessary licenses, rights, consents, and permissions to use and to authorize PHI and PHI’s Users to use and distribute your

User Content as necessary to exercise the licenses granted by You in these Terms and in the manner contemplated by PHI and these Terms; (2) your User Content does not and will not: (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right or (b) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; and (3) your User Content does not contain any viruses, adware, spyware, worms, or other malicious code.

**5.5 Access to Your User Content.** PHI may permit Users to share their User Content or make their User Content public for all (even non-Website users) to view. You acknowledge and agree that, although PHI may provide certain features intended to allow you to restrict some User Content you create from others, PHI does not guarantee that such User Content will never be accessible by others. In the event of unauthorized access, PHI will use reasonable efforts to notify you pursuant to Section 14.1 below. **PHI HEREBY DISCLAIMS ANY AND ALL LIABILITY WITH RESPECT TO ANY UNAUTHORIZED ACCESS TO ANY RESTRICTED USER CONTENT.**

**5.6 User Content Disclaimer.** You understand that when using the Website You will be exposed to User Content from a variety of sources, and that PHI is not responsible for the accuracy, usefulness, or intellectual property rights of or relating to such User Content. You further understand and acknowledge that You may be exposed to User Content that is inaccurate, offensive, indecent or objectionable, and You agree to waive, and hereby do waive, any legal or equitable rights or remedies You have or may have against PHI with respect thereto. PHI does not endorse any User Content or any opinion, recommendation or advice expressed therein, and PHI expressly disclaims any and all liability in connection with User Content.

## 6. Proprietary Materials; Licenses

**6.1 Proprietary Materials.** The Website is owned and operated by PHI. The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), software, services, content, educational videos and

exercises, and all other elements of the Website (the “Website Materials”) are protected by United States and international copyright, patent, and trademark laws, international conventions, and other applicable laws governing intellectual property and proprietary rights. Except for any User Content provided and owned by Users and except as otherwise set forth in this Section 7, all Website Materials, and all trademarks, service marks, and trade names, contained on or available through the Website are owned by or licensed to PHI, and PHI reserves all rights therein and thereto not expressly granted by these Terms.

**6.2 Licensed Educational Content.** PHI may make available on the Website certain educational videos, exercises, and related supplementary materials that are owned by PHI or its third-party licensors (the “Licensed Educational Content”). PHI grants to you a non-exclusive, non-transferable right to access and use the Licensed Educational Content as made available on the Website by PHI solely for your personal, non-commercial purposes. Unless expressly indicated on the Website that a particular item of Licensed Educational Content is made available to Users under alternate license terms, you may not download, distribute, sell, lease, modify, or otherwise provide access to the Licensed Educational Content to any third party.

(a) **Alternate Licenses.** In certain cases, PHI or its licensors may make available Licensed Educational Content under alternate license terms, such as a variant of the Creative Commons License (as defined below) (each, an “Alternate License”). Where expressly indicated as such on the Website, and subject to the terms and conditions of these Terms, the applicable Licensed Educational Content is licensed to You under the terms of the Alternate License. By using, downloading, or otherwise accessing such Licensed Educational Content, You agree to comply fully with all the terms and conditions of such Alternate License.

(b) **Creative Commons License.** Unless expressly otherwise identified on the Website with respect to a particular item of Licensed Educational Content, any reference to the “Creative Commons”, “CC” or similarly-

phrased license shall be deemed to be a reference to the Creative Commons Attribution-NonCommercial-ShareAlike 3.0 United States License (available at <http://creativecommons.org/licenses/by-nc-sa/3.0/us/>) (the “Creative Commons License”).

**6.4 Non-Commercial Use.** The Licensed Educational Content and Licensed Educational Code are intended for personal, non-commercial use only. Without limiting the foregoing, and notwithstanding the terms of any Alternate License for such Licensed Educational Content, the Licensed Educational Content may not be used, distributed or otherwise exploited for any commercial purpose, commercial advantage or private monetary compensation, unless otherwise previously agreed in writing by PHI.

(a) **Impermissible Uses.** Without limiting the generality of the foregoing, the following are types of uses that PHI expressly defines as falling outside of “non-commercial” use:

- i. the sale or rental of (1) any part of the Licensed Educational Content, (2) any derivative works based at least in part on the Licensed Educational Content, or (3) any collective work that includes any part of the Licensed Educational Content;
- ii. providing training, support, or editorial services that use or reference the Licensed Educational Content in exchange for a fee.

(b) **Use Characterization.** Whether a particular use of the Licensed Educational Content is “non-commercial” depends on the use, not the user. Thus, a use of the Licensed Educational Content that does not require that users pay fees and that does not provide an entity with a commercial advantage is “non-commercial,” even if this use is by a commercial entity. Conversely, any use that involves charging users in connection with their access to the Licensed Educational Content is not “non-commercial,” even if this use is by a non-profit entity. As an example, a for-profit corporation’s use of the Licensed Educational Content for internal professional development or training of employees is permitted, so long as the

corporation charges no fees, directly or indirectly, for such use. Conversely, as another example, a non-profit entity's use of the Licensed Educational Content in connection with an fee-based training or educational program is NOT "non-commercial" and is not permitted.

6.5 Crediting PHI. If You distribute, publicly perform or display, transmit, publish, or otherwise make available any Licensed Educational Content or any derivative works thereof, You must also provide the following notice prominently along with such Licensed Educational Content or derivative work thereof: "Force for Health Foundation, [www.force4health.org](http://www.force4health.org)".

## 7. Prohibited Conduct.

### YOU AGREE NOT TO:

7.1. use the Website for any commercial use or purpose unless expressly permitted by PHI in writing, it being understood that the Website and related services are intended for personal, non-commercial use only;

7.2 except as expressly permitted under Sections 5.3 and 7 of these Terms, rent, lease, loan, sell, resell, sublicense, distribute or otherwise transfer the licenses for any Website Materials;

7.3 post, upload, or distribute any defamatory, libelous, or inaccurate User Content or other content;

7.4 post, upload, or distribute any User Content or other content that is unlawful or that a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate;

7.5 impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the Website accounts of others without permission, or perform any other fraudulent activity;

7.6 delete the copyright or other proprietary rights notices on the Website or on any Licensed Educational Content, Licensed Educational Code, or User Content;

7.7 assert, or authorize, assist, or encourage any third party to assert, against PHI or any of its affiliates or licensors any patent infringement or other intellectual property infringement claim regarding any Licensed Educational Content, Licensed



Educational Code, or User Content You have used, submitted, or otherwise made available on or through the Website;

7.8 make unsolicited offers, advertisements, proposals, or send junk mail or spam to other Users of the Website (including, but not limited to, unsolicited advertising, promotional materials, or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures);

8.9 use the Website for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy;

8.10 defame, harass, abuse, threaten or defraud Users of the Website, or collect, or attempt to collect, personal information about Users or third parties without their consent;

8.11 remove, circumvent, disable, damage or otherwise interfere with security-related features of the Website, Licensed Educational Content, Licensed Educational Code, or User Content, features that prevent or restrict use or copying of any content accessible through the Website, or features that enforce limitations on the use of the Website, Licensed Educational Content, Licensed Educational Code, or User Content;

8.12 reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Website or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;

8.13 modify, adapt, translate or create derivative works based upon the Website or any part thereof, except and only to the extent expressly permitted by PHI herein or to the extent the foregoing restriction is expressly prohibited by applicable law; or

8.14 intentionally interfere with or damage operation of the Website or any user's enjoyment of it, by any means, including without limitation by participation in any denial-of-service type attacks or by uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code.

9. Third-Party Sites, Products and Services; Links. The Website may include links or references to other web sites or services solely as a convenience to Users (“Reference Sites”). PHI does not endorse any such Reference Sites or the information, materials, products, or services contained on or accessible through Reference Sites.

ACCESS AND USE OF REFERENCE SITES, INCLUDING THE INFORMATION, MATERIALS, PRODUCTS, AND SERVICES ON OR AVAILABLE THROUGH REFERENCE SITES IS SOLELY AT YOUR OWN RISK.

#### 10. Termination.

10.1 Termination by PHI. PHI, in its sole discretion, for any or no reason, and without penalty, may terminate any account (or any part thereof) You may have with PHI or your use of the Website and remove and discard all or any part of your account, User profile, and User Content, at any time. PHI may also in its sole discretion and at any time discontinue providing access to the Website, or any part thereof, with or without notice. You agree that any termination of your access to the Website or any account You may have, or portion thereof, may be affected without prior notice, and You agree that PHI will not be liable to You or any third party for any such termination. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies PHI may have at law or in equity. As discussed herein, PHI does not permit copyright, trademarks, or other intellectual property infringing activities on the Website, and will terminate access to the Website, and remove all User Content or other content submitted, by any Users who are found to be repeat infringers.

10.2 Termination by You. Your only remedy with respect to any dissatisfaction with (i) the Website, (ii) any term of these Terms of Service, (iii) Guidelines, (iv) any policy or practice of PHI in operating the Website, or (v) any content or information transmitted through the Website, is to terminate the Terms and your account. You may terminate the Terms at any time by deleting your login account with the Website and discontinuing use of any and all parts of the Website.

#### 11. Indemnification. You agree to indemnify, defend, and hold



harmless PHI, its affiliated companies, contractors, employees, agents and its third-party suppliers, licensors, and partners (“PHI Indemnitees”) from any claims, losses, damages, liabilities, and expenses (including legal fees and expenses), arising out of any use or misuse of the Website, any violation of the Terms, or any breach of the representations, warranties, and covenants made herein, whether by You or by any Child User associated with you if you are a Parent User. PHI reserves the right, at your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify PHI, and You agree to cooperate with PHI’s defense of these claims. PHI will use reasonable efforts to notify You of any such claim, action, or proceeding upon becoming aware of it.

## 12. Disclaimers; No Warranties

12.1 No Warranties. THE WEBSITE, AND ALL DATA, INFORMATION, SOFTWARE, WEBSITE MATERIALS, CONTENT, USER CONTENT, REFERENCE SITES, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE WEBSITE, ARE PROVIDED ON AN “AS IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS” BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, PHI, AND ITS AFFILIATES AND LICENSORS, DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PHI OR THROUGH THE WEBSITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

12.2 Content. PHI, AND ITS SUPPLIERS, LICENSORS, AND AFFILIATES, DO NOT WARRANT THAT THE WEBSITE OR ANY DATA, USER CONTENT, FUNCTIONS, OR ANY OTHER INFORMATION OFFERED ON OR THROUGH THE WEBSITE WILL BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED.

12.3 Harm to Your Computer. YOU UNDERSTAND AND



AGREE THAT YOUR USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAINING OF CONTENT, WEBSITE MATERIALS, SOFTWARE, OR DATA THROUGH THE WEBSITE (INCLUDING THROUGH ANY API'S) IS AT YOUR OWN DISCRETION AND RISK, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS THEREFROM.

12.4 Limitations by Applicable Law. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

### 13. Limitation of Liability and Damages.

13.1 Limitation of Liability. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL PHI OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM ANY UNSUCCESSFUL COURT ACTION OR LEGAL DISPUTE, LOST BUSINESS, LOST REVENUES OR PROFITS, LOSS OF DATA, OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER) ARISING OUT OF OR RELATING TO THE TERMS OR YOUR USE OF (OR INABILITY TO USE) THE WEBSITE OR ANY REFERENCE SITES, OR ANY OTHER INTERACTIONS WITH PHI, EVEN IF PHI OR A PHI AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, PHI'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT

PERMITTED BY APPLICABLE LAW.

13.2 Limitation of Damages. IN NO EVENT WILL PHI'S OR ITS AFFILIATES', CONTRACTORS', EMPLOYEES', AGENTS', OR THIRD-PARTY PARTNERS', LICENSORS', OR SUPPLIERS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE TERMS OR YOUR USE OF THE WEBSITE OR YOUR INTERACTION WITH OTHER WEBSITE USERS (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE), EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE WEBSITE DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM.

13.3 Basis of the Bargain. YOU ACKNOWLEDGE AND AGREE THAT PHI HAS OFFERED THE WEBSITE AND ENTERED INTO THE TERMS IN RELIANCE UPON THE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND PHI, AND THAT THE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND PHI. PHI WOULD NOT BE ABLE TO PROVIDE THE WEBSITE TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

#### 14. Miscellaneous.

14.1 Notice. PHI may provide You with notices, including those regarding changes to the Terms, by email, postings on the Website, or other reasonable means. Notice will be deemed given twenty-four hours after email is sent, unless PHI is notified that the email address is invalid. Notice posted on the Website is deemed given 30 days following the initial posting.

14.2 Waiver. The failure of PHI to exercise or enforce any right or provision of the Terms will not constitute a waiver of such right or provision. Any waiver of any provision of the Terms will be effective only if in writing and signed by PHI.

14.3 Severability. If any provision of the Terms or any



Guidelines is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from the Terms to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

14.4 Assignment. The Terms and related Guidelines, and any rights and licenses granted hereunder, may not be transferred or assigned by You without PHI's prior written consent, but may be assigned by PHI without consent or any restriction. Any assignment attempted to be made in violation of the Terms shall be null and void.

14.5 Survival. Upon termination of the Terms, any provision which, by its nature or express terms should survive, will survive such termination or expiration, including, but not limited to, Sections 4 through 6, 7.1, 7.4, 7.5, and 8 through 14.

14.6 Entire Agreement. The Terms, the Privacy Notice and Child Online Privacy Policy constitute the entire agreement between You and PHI relating to the subject matter herein and will not be modified except in writing, signed by both parties, or by a change to the Terms, Privacy Notice or Guidelines made by PHI as set forth in Section 4 above. The Website is hosted in the United States, and the services provided hereunder are offered by PHI: 313 W. Liberty St, Suite 350, Lancaster, PA 17603