

HILTON HEAD HEALTH AT HOME

TERMS OF SERVICE

Effective June 23, 2022

THIS DOCUMENT CONTAINS AN [ARBITRATION AGREEMENT AND CLASS ACTION WAIVER](#), WHICH AFFECT YOUR LEGAL RIGHTS. YOU SHOULD REVIEW THIS DOCUMENT IN ITS ENTIRETY BEFORE ACCESSING OR USING THE SERVICES.

At Hilton Head Health at Home, we're dedicated to helping you turn healthy into habit and live a healthier life. We support you with comprehensive, easy-to-use web and mobile tools that empower you to take control of your health and wellness.

As in all relationships, there are rules. We have captured these rules in these Terms of Service ("Terms of Service"), which govern your use (both as a visitor and a registered user) of our online and mobile tools, websites, platforms, services, and Applications (as defined below) we own and/or operate and that contain a link to, or are accessible after agreeing to, these Terms of Service (collectively, the "Services"). Please read them carefully.

By using the Services or registering as a user, you are agreeing to legally bind yourself to these Terms of Service. If you do not wish to be bound by these Terms of Service, you are not authorized to use the Services in any way. References in these Terms of Service to "Hilton Head Health at Home", "H3@Home" "we", "us" or "our" are references to H3 Hilton Head, LLC, and its employees, independent contractors, officers, directors, subsidiaries, affiliate entities, including any successor(s) entities. Any references to "you" or "your" in these Terms of Service will mean the person or entities using the Services, including the person's heirs, assigns, or dependents, for any of the Services that are offered through the Services. If you are helping another person use our Services, these Terms of Service constitute a legally binding agreement between you and the person being helped and us, and "you" or "your" shall also include the person being helped.

I. General Terms

The Services

The Services that we offer include the Courses, Video Content, Live Virtual Content, and Coaching Tools (as defined below), and all other tools, features, functionality, resources, programs, recommendations, rewards, incentives, and services made available by us to you. Some Services may be subject to additional guidelines, rules, or terms (“Additional Terms”) that are contained within the applicable Services. If there is any conflict between these Terms of Service and the Additional Terms for any Service, the Additional Terms control with respect to that Service and all other provisions in the Terms of Service that are not in conflict also apply.

We Do Not Provide Medical Advice; Talk with Your Doctor.

HILTON HEAD HEALTH AT HOME DOES NOT DISPENSE MEDICAL, DIAGNOSIS, OR TREATMENT ADVICE. IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR 911 IMMEDIATELY. DO NOT DISREGARD, AVOID, OR DELAY GETTING MEDICAL OR HEALTH-RELATED ADVICE FROM YOUR HEALTH CARE PROFESSIONAL BECAUSE OF SOMETHING YOU MAY HAVE READ ON OR LEARNED FROM THE SERVICES. THE INFORMATION, FEATURES, AND TOOLS MADE AVAILABLE ON OR THROUGH THE SERVICES, INCLUDING WITHOUT LIMITATION SERVICES THAT HELP YOU LEARN ABOUT OR MANAGE HEALTH CONDITIONS, ARE FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT, AND SHOULD NOT BE USED AS, A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, TREATMENT, OR DIAGNOSIS.

Always seek the advice of a qualified medical provider with any questions you may have about your health and before undertaking or changing an exercise regimen, diet, weight loss program, or course of medical treatment; taking any drugs, medicines, or supplements; accessing a health-related resource or program; or engaging in any physical activity, weight loss program, or diet related to the games, challenges, or other tools or features available through the Services. Nothing available through any Services is intended or should be taken to be the practice of medical or counseling care. For purposes of these Terms of Service, the practice of medical or counseling care includes without limitation psychiatry, psychology, medical, nursing, or professional health care advice or services, or the practice of medicine, nursing, or professional health care, psychotherapy, or providing health care treatment, instructions, diagnosis, prognosis or advice. We make no representations or warranties that any particular drug or treatment is safe, appropriate, or effective for you, or that any particular health care provider or regimen is appropriate for you. You should confirm all health care-related information with your health care professionals before making health care-

related decisions. Your use of the Services does not create in any way a physician-patient relationship, any sort of confidential, fiduciary, or professional relationship, or any other special relationship that would give rise to any duties on our part.

No Endorsements

Hilton Head Health at Home does not recommend or endorse any specific tests, health care providers, procedures, treatments, products, benefits, opinions, or other information that may appear on or through the Services. If you rely on any of the information provided by or through the Services, or by Hilton Head Health at Home's representatives other users of the Services, you do so solely at your own risk.

Third Party Services

Our Services may contain links to or provide interfaces with other services and websites that are owned and operated by third parties, such as communications platforms, instructional platforms, activity or habit tracking tools, recipe databases, meal planning tools, and/or personal health devices ("Third Party Services"). In some Instances, but not all, you can authorize us to act on your behalf to access, interact with, retrieve information from, and/or submit information to such Third Party Services. You can revoke our access to such Third Party Services by amending the appropriate settings within the Services or on the applicable Third Party Service, although doing so may limit or prevent you from using or accessing the Third Party Service through our Services. Please note that Third Party Services may change or amend their guidelines and our access to them at any time, and we cannot guarantee that our Services will always include a connection to such Third Party Services.

Except as otherwise provided, the links to these Third Party Services are provided solely for your convenience. Inclusion of these links (and their associated trademarks and logos) and other access to Third Party Services through the Services does not mean that these Third Party Services have endorsed Hilton Head Health at Home or that Hilton Head Health at Home has endorsed them. Hilton Head Health at Home does not guarantee the availability or functionality of these Third Party Services. We are not responsible for the accuracy, completeness, quality, availability, timeliness, validity, legality, and decency of the content, products, opinions, recommendations, services, or any other aspect of the materials or tools made available through any Third Party Services or for your use of them. Your use of Third Party Services is subject to the terms and conditions of use for such websites and/or services at your own risk.

Hilton Head Health at Home shall not be held responsible or liable, directly or indirectly, for any loss or damage caused or alleged to have been caused in connection with your use of Third Party Services.

Minimum Age Requirement

Unless otherwise indicated in these Terms of Service, the Services are not intended or designed to be used by children under the age of 18. You may not use the Services if you are under the age of 18.

Registration as a User; User ID and Nickname

Most portions of the Services are only available to registered users. To register as a user, you'll need to provide some information about yourself, which may include your name, email address, date of birth, or answering a few questions. You must be legally competent to enter into contracts to register with our Services. During registration, you'll need to provide an email address and password (your "User ID"). Your display name will be the name you provide and will display when you use the Services and, while using certain Tools, may be displayed to others. Your User ID lets you sign into products, websites, and services provided by Hilton Head Health at Home and some Hilton Head Health at Home partners. You grant access to Hilton Head Health at Home to share certain information when you choose to use your User ID to sign in to Hilton Head Health at Home partners' products, websites, and services. You should only grant permission if you trust the third party product, website, or service. The third party may automatically sign you in the next time you use it.

You agree we have the right to disable and/or delete any names for any reason in our sole discretion. You are responsible for protecting your User ID, and you are solely responsible for all activity that occurs under your User ID. If your User ID or other activation codes you use with the Services are compromised, you agree to immediately inform Hilton Head Health at Home. Hilton Head Health at Home is not liable for any losses by any party caused by an unauthorized use of your User ID. You agree to keep your personal information with us accurate and up-to-date at all times.

Your Personal Information

When you use any Services, we gather certain information about you. Please see our [Privacy Policy](#) for important information concerning the types of personal information we collect from

you, how we use, disclose, and maintain this information, and how you may control, correct, and update this information. The [Privacy Policy](#) is incorporated herein by reference and forms a part of this agreement between you and us.

Safeguarding Devices

It is your responsibility to safeguard the devices you use to access the Services (such as laptops, tablets, and mobile devices) and to use appropriate security settings on those devices. If those devices are lost, stolen, or misplaced, others may be able to access your account and your personal information using those devices.

Public Areas of the Services; Content of Others

The Services may contain public areas that are accessible and can be viewed by others (such as users of the Internet, others who have registered and provided information about themselves or their conditions, and/or those who have opted-in to participating in online discussions, games, reviews, and/or posts) and/or can be used by others to post information or other content (collectively, the “Public Areas”). You are solely responsible for your own communications and any reliance on communications contained in Public Areas, even if the content or communication violates our policies or is otherwise offensive. You agree to only post content or materials that comply with these Terms of Service. You agree that Hilton Head Health at Home is not responsible, and has no liability, for any consequences that result from your use of, or disclosure of information in, Public Areas or other areas of the Services.

Prohibited Conduct

You acknowledge and agree that you are not permitted to, and you will not, do or assist anyone else in doing any of the following (“Prohibited Conduct”):

- Use the Services in any manner that violates any laws and/or regulations;
- Advocate or encourage illegal activity;
- Use the Services for commercial purposes (including by posting advertising or solicitations) or in any manner that competes with any product or service of Hilton Head Health at Home;
- Collect, copy, or harvest data or materials from the Services without our express written permission;

- Remove, alter, bypass, avoid, interfere with, or circumvent any copyright, trademark, or other proprietary rights or notices marked on the Services;
- Collect, copy, or use data about another user without his or her knowledge and consent;
- Post or communicate harassing, threatening, harmful, obscene, defamatory, abusive, fraudulent, illegal, infringing, offensive, hateful, or libelous materials, as determined by Hilton Head Health at Home at its sole discretion;
- Disrupt dialogue or post comments that are unrelated to a discussion topic;
- Attempt to manipulate the Services (or any of the features or functionality of the Services) in an unfair, improper, or inappropriate manner, or in a manner that creates an unfair, improper or inappropriate advantage or benefit for you or any other user (all as determined by us in our sole judgment), such as, for example, gaming our system to earn extra Services, rewards, or other benefits;
- Use any of our or our licensors' marks, logos, or any source identifiers of our programs or services (whether registered or unregistered) in any unauthorized manner, including as meta tags or ad keywords;
- Misrepresent your identity or provide us with any false information at any time on or through the Services;
- Allow another user to use your credentials to access the Services, or use the credentials of another user to do the same; or
- Engage in any activity that threatens the security or functionality of the Services, including but not limited to:
 - Attempting to gain unauthorized access to any Services, user accounts, computer systems, or networks through any means;
 - Introducing viruses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
 - Using manual or automated software, devices, scripts, robots, backdoors, or other means or processes to access, "scrape," "crawl," or "spider" any web pages or other services contained in the Services. If you are blocked from the Services (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address);
 - Attempting to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;

- Intentionally or unintentionally launching or facilitating any denial-of-service attack on the Services;
 - Engaging in viral messaging, spamming, spimming, or sending of unsolicited advertisements, solicitations, or bulk communications, or distributing chain mail or harmful computer code, viruses, or malware; or
 - Using the Services in any way that could, in Hilton Head Health at Home's sole judgment, interfere with any other party's use or enjoyment of the Services, or in a manner that could overburden, impair, damage, or disable our networks or servers, or expose us or our licensors, users, customers, or suppliers to any claims or liability.
- Attempting to carry out or assisting anyone in any of the foregoing.

You agree that we may take any measures we deem appropriate, in our sole discretion, to prevent the violation of, and to enforce, these Terms of Service. Without limiting any other rights we have, you agree that we may take any actions permitted or required by law (including the suspension or termination of your account or your access to the Services) if we believe, in our sole discretion, that you are engaging in activities that (i) violate these provisions (or other terms in these Terms of Service), (ii) could expose us and/or our vendors or business partners to liability, or (iii) could harm our business reputation or that of our vendors and business partners.

Additional Hilton Head Health at Home Rights

You agree that Hilton Head Health at Home has the right, consistent with applicable law, but is not obligated, to:

- Use, copy, perform, distribute, display, adapt, translate, monitor, and edit your postings in any manner or in any medium we choose and use your display name to attribute your post if we choose;
- Monitor, edit, remove, or delete posts or any other communication or activity made on or through the Services for any reason, including without limitation communications or activity that we believe are abusive, disruptive, offensive, illegal, or otherwise objectionable;
- Monitor, record, report, or disclose any communications or activity made on or via the Services, including without limitation where such communications or activity, in Hilton

Head Health at Home's sole discretion, create a risk to the rights and safety of you, Hilton Head Health at Home, or any other party; and

- Terminate or limit the rights of a user to access any or all features or other areas of the Services upon failure to comply with these Terms of Service or for any reason in Hilton Head Health at Home's sole discretion.

As part of the Services, Hilton Head Health at Home may host live virtual education events from time to time, where a coach or other individual provides generalized information regarding wellness issues. By participating in a live virtual event, you agree that we may record such event and use and otherwise process it in accordance with our Privacy Policy. You further agree that you may use the live virtual event solely in connection with your participation in the Services. You understand and agree that you will be identified by the name you used to register for the product hosting the virtual event (whether Hilton Head at Home, a product like Zoom, or other hosting product) and any information you submit through the chat function will be viewable by all attendees, regardless of whether they are actively participating. Please take care in what you share and share only that information that can be shared with other attendees. We cannot control how attendees use and share the information obtained from live virtual events.

Ownership of the Services

The Services and their content are provided solely for your personal, noncommercial use in accordance with these Terms of Service. You agree that the Services (and all content contained therein), as well as the underlying software, systems, and other proprietary technology and methodologies (collectively, "Hilton Head Health at Home Property"), are protected by intellectual property and other laws, and are the property of Hilton Head Health at Home and/or its licensors. You may not, and you agree you will not, modify, copy, reproduce, prepare derivative works from, license, sublicense, sell, resell, rent, transfer, translate, redistribute, transmit, republish, reverse engineer, decompile, or disassemble any Hilton Head Health at Home Property in any way without the prior written permission of Hilton Head Health at Home and any applicable licensors. You must abide by all copyright notices, information, or restrictions contained in or attached to any Hilton Head Health at Home Property and shall not remove or authorize or permit any third party to remove any proprietary rights legend from the Services. All rights not expressly granted herein are reserved to Hilton Head Health at Home and its licensors.

Ownership of and Our Rights to Your Materials and Feedback

We may make available to you the ability to post, submit, email, or otherwise make available on or through the Services (including via email to us) information, text, or materials (“Your Materials”). You are entirely responsible for Your Materials, and you represent and warrant that Your Materials do not include confidential or proprietary information, or violate any other party’s intellectual property, privacy, or other rights. Subject to the license grant below, as between you and us, you retain ownership and any intellectual property rights in any materials that are contained in Your Materials. You grant us an irrevocable, perpetual, non-exclusive, royalty-free, fully-paid, transferrable, sublicensable, worldwide license to use, reproduce, modify, transmit, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise exploit, Your Materials in any form, technology, or media now known or hereafter developed. You hereby waive any moral rights you may have in Your Materials under the laws of any jurisdiction. You agree we may exercise any of these rights without compensation or attribution to you.

In the event that you provide us any ideas, thoughts, criticisms, suggested improvements, or other feedback related to the Services (collectively “Feedback”), you represent and warrant: (i) that you have the right to disclose the Feedback; (ii) that the Feedback does not violate the rights of any person or entity; and (iii) that your Feedback does not contain the confidential or proprietary information of any third party or parties. By sending us any Feedback, you further: (i) agree that we are under no obligation of confidentiality, express or implied, with respect to the Feedback; (ii) acknowledge that we may have something similar to the Feedback already under consideration or in development; (iii) grant us (and any of our vendors to the extent you provide Feedback to them) an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute and sublicense the Feedback; and (iv) irrevocably waive, and cause to be waived, against Hilton Head Health at Home its vendors and its users any claims and assertions of any moral rights contained in such Feedback. This Feedback section shall survive any termination of your account or the Services. This section applies whether you provide the Feedback through the Services or through any other method of communication.

Use and Storage Practices

You acknowledge that Hilton Head Health at Home may establish general practices and limits concerning use of the Services, including without limitation the maximum period of time that

data or other content will be retained by the Services and the maximum storage space that will be allotted on Hilton Head Health at Home's servers on your behalf. You acknowledge that Hilton Head Health at Home reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that Hilton Head Health at Home reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

Disclaimers; We Make No Warranties

We try to keep the Services bug free and safe, but you use them at your own risk. We provide the Services "as is," "with all faults," and "as available." We reserve the right to alter, modify, limit, expand, terminate or otherwise change the time, place, manner or content of the Services, in accordance with the Section below entitled "**Changes to These Terms of Service or the Services**", at any time and in our sole discretion. We and our suppliers make no express or implied warranties or guarantees about the Services. TO THE EXTENT PERMITTED BY LAW, WE AND OUR SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTY OR GUARANTEE THAT THE SERVICES, OR ANY INFORMATION CONTAINED IN THE SERVICES, IS ACCURATE OR UP-TO-DATE, OR THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE EFFECTIVE, RELIABLE, OR MEET YOUR REQUIREMENTS, OR THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICES (EITHER DIRECTLY OR THROUGH THIRD PARTY NETWORKS) AT TIMES OR LOCATIONS OF YOUR CHOOSING, OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES, AND ANY SERVICE, MATERIAL, OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE OR SERVICES, OR USE OF RESOURCES OR PARTICIPATION IN ANY PROGRAMS OR ACTIVITIES ACCESSIBLE THROUGH OR IN CONNECTION WITH THE SERVICES IS DONE AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTERS OR MOBILE DEVICES AND ANY LOSS OF DATA THAT RESULTS THEREFROM. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY US SHALL CREATE A WARRANTY NOT EXPRESSLY SET FORTH HEREIN.

Limitation of Liability

YOU AGREE THAT THE HILTON HEAD HEALTH AT HOME RELEASED PARTIES' (AS DEFINED BELOW) ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO YOUR USE OF THE SERVICES, AND/OR FOR ANY BREACH OF THESE TERMS OF SERVICE, IS SOLELY LIMITED TO THE TOTAL AMOUNT OF SERVICE FEES, IF ANY, THAT YOU PAID TO US WITHIN THE LAST 12 MONTHS FOR THE SPECIFIC SERVICE AT ISSUE. THIS MEANS THAT HILTON HEAD HEALTH AT HOME HAS NO LIABILITY TO YOU WHERE IT PROVIDES YOU WITH SERVICES FREE OF CHARGE TO YOU. YOU AGREE THAT THE HILTON HEAD HEALTH AT HOME RELEASED PARTIES SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF, OR RELIANCE ON, THE SERVICES, OR INFORMATION CONTAINED ON OR THROUGH THE SERVICES, OR YOUR INABILITY TO USE THE SERVICES, ANY TERMINATION OF YOUR ACCESS TO OR DISCONTINUANCE OF THE SERVICES, OR ANY BREACH OF THESE TERMS OF SERVICE, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST DATA, AND LOSS OF GOODWILL, EVEN IF ANY OF THE HILTON HEAD HEALTH AT HOME RELEASED PARTIES KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT ANY OF THE FOREGOING EXCLUSIONS OR LIMITATIONS OF LIABILITY ARE FOUND TO BE UNENFORCEABLE, THE HILTON HEAD HEALTH AT HOME RELEASED PARTIES' LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. THE "HILTON HEAD HEALTH AT HOME RELEASED PARTIES" MEANS HILTON HEAD HEALTH AT HOME AND OUR PARENTS, INDEPENDENT CONTRACTORS, AFFILIATES, SUBSIDIARIES, EMPLOYEES, MEMBERS, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS, PREDECESSORS IN INTEREST, SUCCESSORS IN INTEREST, PARTNERS, CLIENTS, CUSTOMERS, AND VENDORS.

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.

Time Limit for Bringing Claims

YOU AGREE THAT REGARDLESS OF ANY LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE TERMS OF SERVICE, THE SERVICES, OR YOUR RELATIONSHIP WITH US MUST BE FILED WITHIN ONE (1) YEAR OR SUCH CLAIM SHALL BE FOREVER BARRED. THAT ONE-YEAR STATUTE OF LIMITATIONS SHALL BEGIN TO RUN ON THE DATE PROVIDED UNDER APPLICABLE LAW.

Notwithstanding the foregoing, the above statute of limitations shall not apply to residents of New Jersey.

Indemnification

You agree to defend, indemnify, and hold harmless the Hilton Head Health at Home Released Parties from all third party claims, liabilities, losses, damages, and expenses, including but not limited to, reasonable legal and attorneys' fees, that, in each instance, arise out of, or are related to: (i) your use or misuse of the Services, (ii) Your Materials, and/or (iii) your violation of these Terms of Service. Notwithstanding the foregoing paragraph, if you are a resident of New Jersey, you only agree to release, defend, indemnify, and hold the Hilton Head Health at Home Released Parties harmless from and against any third party claims, liabilities, damages, losses, and expenses, including without limitation reasonable legal and accounting fees, arising out of or in any way connected with your violation of these Terms of Service.

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 such litigation, you will cooperate with us in asserting any available defenses.

If you are a California resident, you waive California Civil Code Section 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

If you are not a California resident, you waive your rights under any statute or common law principle similar to Section 1542 that governs your rights in the jurisdiction of your residence.

THE FOLLOWING SECTIONS CONTAIN AN ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. PLEASE READ THEM CAREFULLY, AS THEY MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT

Resolving Disputes – Can We Work This Out?

We want to address your concerns without resorting to a formal legal case. Before either party may file a claim against the other, we both agree to try to resolve the dispute informally. You can contact help@H3atHome.com to initiate the dispute resolution process. We'll try to resolve the dispute informally. If a dispute is not resolved within 30 days after submission, you or Hilton Head Health at Home may bring a formal arbitration proceeding as described below.

Agreement to Arbitrate

You and Hilton Head Health at Home agree to resolve any claims relating to these Terms of Service, the Services, our relationship, and any rewards or incentives offered through the Services through final and binding arbitration, except as set forth under "Exceptions to Agreement to Arbitrate" below. This agreement to arbitrate and the associated arbitration provisions will also apply to any claims asserted by you against any present or future Hilton Head Health at Home Released Party to the extent that any such claims arise out of your access to, the provision of content, services, and/or technology through, and/or use of the Services.

Location of Arbitration

The arbitration shall be held in the state in which you reside or any other location as agreed upon between you and Hilton Head Health at Home. For residents outside the United States, arbitration shall be initiated in Washington, DC, or any other location to which the parties agree in writing. You and Hilton Head Health at Home further agree to submit to the personal jurisdiction of any state or federal court in Washington, DC, to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

Opt-out of Agreement to Arbitrate

You can decline this agreement to arbitrate by sending a letter to Hilton Head Health at Home that must be postmarked within 30 days after your first acceptance of terms containing an

arbitration provision or by sending an email to help@H3atHome.com within the same time period. The letter or email must specify your first and last names, Hilton Head Health at Home User ID, mailing address, and explain that you are opting out of the Hilton Head Health at Home Terms of Service arbitration provision. The letter should be sent to Hilton Head Health at Home, Attn: General Counsel, 14 Valencia Rd., Hilton Head Island, South Carolina, 29928. If you opt out of these arbitration provisions, Hilton Head Health at Home will not be bound by them either.

Arbitration Procedures

The arbitration shall be conducted by a single arbitrator, governed by the rules of JAMS that are in effect at the time the arbitration is initiated available at jamsadr.com or by calling JAMS at 1-800-352-5267 (referred to as the “JAMS Rules”) and under the rules set forth in these Terms of Service. We may also mutually agree in writing to have the arbitration conducted by telephone or based on written submissions.

Arbitration and Attorney’s Fees

You will be required to pay the applicable fee for consumer arbitrations when initiating the arbitration. Hilton Head Health at Home will pay all other arbitration fees, unless the arbitrator finds the arbitration to be frivolous. You are responsible for all other additional costs that you may incur in the arbitration including, but not limited to attorneys’ fees and expert witness costs unless Hilton Head Health at Home is otherwise specifically required to pay such fees under applicable law. The arbitration shall be conducted in accordance with the JAMS streamlined Arbitration Procedure Rules for claims that do not exceed \$250,000 and JAMS comprehensive Arbitration Rules and Procedures for claims exceeding \$250,000, excluding any rules or procedures governing or permitting class actions. The decision of the arbitrator will be in writing and binding and conclusive on Hilton Head Health at Home and you, and judgment to enforce the decision may be entered by any court of competent jurisdiction. Hilton Head Health at Home and you agree that dispositive motions, including without limitation, motions to dismiss and motions for summary judgment, will be allowed in the arbitration. The arbitrator must follow these Terms of Service and can award the same damages and relief as a court, including injunctive or other equitable relief and attorneys’ fees. Notwithstanding the foregoing, Hilton Head Health at Home and you agree not to seek any attorneys’ fees and expert witness costs unless the arbitrator finds that a claim or defense was frivolous or asserted for an improper purpose. In which case, either party, including Hilton Head Health at Home, may be awarded

attorneys' fees and costs if permitted by law. Hilton Head Health at Home and you understand that, absent this mandatory arbitration provision, Hilton Head Health at Home and you would have the right to sue in court and have a jury trial. Hilton Head Health at Home and you further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

Severability; Waiver of Jury Trial

Except as explicitly provided herein, if any clause within these arbitration provisions is found to be illegal or unenforceable, that specific clause will be severed from these arbitration provisions, and the remainder of the arbitration provisions will be given full force and effect. In the event some or all of these arbitration provisions are determined to be unenforceable for any reason, or if a claim, dispute or controversy is brought that is found by a court to be excluded from the scope of these arbitration provisions, Hilton Head Health at Home and you agree to waive, to the fullest extent allowed by law, any trial by jury.

Exceptions to Agreement to Arbitrate

Either you or Hilton Head Health at Home may assert claims, if they qualify, in small claims court with jurisdiction over the claim, provided the informal dispute resolution described above was unsuccessful. Either party may bring a lawsuit alleging intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above.

No Class Actions

Hilton Head Health at Home and you agree that each party may only resolve disputes with the other party on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Hilton Head Health at Home and you agree that class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed.

BY AGREEING TO THIS ARBITRATION AGREEMENT, YOU AND HILTON HEAD HEALTH AT HOME ARE GIVING UP THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS ACTION. EACH PARTY UNDERSTANDS THAT BY AGREEING TO THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, EACH PARTY MAY ONLY BRING CLAIMS AGAINST THE OTHER IN AN INDIVIDUAL CAPACITY

AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. IF YOU DO NOT AGREE TO ARBITRATION, YOU SHOULD OPT OUT OF THIS ARBITRATION PROVISION AS STATED ABOVE OR CEASE USING OUR SERVICES.

If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above shall be deemed null and void in their entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

Changes to the Arbitration Agreement and Class Action Waiver

Hilton Head Health at Home will provide thirty (30) days' notice of any changes affecting the substance of this Arbitration Agreement and Class Action Waiver by posting on the Services, sending you a message, or otherwise notifying you when you are logged into your account. Amendments will become effective thirty (30) days after they are posted on the Services or sent to you.

Changes to this section will otherwise apply prospectively only to claims arising after the thirtieth (30th) day. If a court or arbitrator decides that this subsection is not enforceable or valid, then this subsection shall be severed from the remainder of the Arbitration Agreement and Class Action Waiver, and the court or arbitrator shall apply the first Arbitration Agreement and Class Action Waiver section in existence after you began using the Services.

Survival

This Arbitration Agreement and Class Action Waiver section shall survive any termination of your account or the Services.

Judicial Forum for Disputes

In the event that the agreement to arbitrate is found not to apply to you or your claim, or for claims not subject to arbitration, you and Hilton Head Health at Home agree that any judicial proceeding (other than small claims actions) will be brought in the federal or state courts of South Carolina. Both you and Hilton Head Health at Home consent to venue and personal jurisdiction there.

Choice of Law

You agree that the arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act (“FAA”), and not by any state law concerning arbitration. You otherwise agree that the law of the state of Delaware governs these Terms of Service and any claim or dispute that you may have against us, without regard to Delaware’s conflict of laws rules, and that the United Nations Convention on Contracts for the International Sale of Goods shall have no applicability.

Procedures for Notification of Copyright Infringement

If you believe that your copyrighted work has been copied and is accessible on or through the Services in a way that constitutes copyright infringement, you may notify us by mail at Hilton Head Health at Home, Attn: General Counsel, 14 Valencia Rd., Hilton Head Island, South Carolina, 29928, or via email at help@H3atHome.com and provide the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- 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
- 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.

Linking to Us

Unless you have a written agreement with us that specifies otherwise, the following are the rules for adding a link to the websites available through the Services from your website:

- The link must be a text-only link clearly marked H3atHome.com.
- For links to H3atHome.com, the link must “point” to H3atHome.com and not to other pages available on the Services.
- You may not link to any live stream or live streaming event on the Services (except with our express prior written consent).
- The appearance, position, and other aspects of the link may not be such as to damage or dilute the goodwill associated with Hilton Head Health at Home’s good name and trademarks.
- The appearance, position, and other aspects of the link may not create the false impression that an entity is associated with, sponsored by, or endorsed by Hilton Head Health at Home.
- The link, when activated by a user, must display the website full-screen and not within a “frame” on the linking website and linking must not trigger any interstitial or pop-up or pop-under windows.
- The link will not be used in connection with or appear on a website that a reasonable person may consider offensive, obscene, defamatory, or otherwise malicious. Hilton Head Health at Home, in its sole discretion, may immediately remove or disable any links that violate this provision and shall have no liability whatsoever to any third party who uses the link.
- We reserve the right to revoke consent to the link to websites available through the Services at any time in our sole discretion. If we revoke such consent, you agree to immediately remove and disable any and all of your links.

Notices and Agreement to Be Bound by Electronic Signature

Your affirmative act of using the Services, or registering for an account, constitutes your electronic signature to these Terms of Service and your consent to enter into agreements with us electronically. All contracts completed electronically will be deemed for all legal purposes to be in writing and legally enforceable as a signed writing. 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.

You also agree that we may send to you in electronic form any privacy or other notices, disclosures, reports, documents, communications, or other records regarding the Services (collectively, "Notices"). You agree that we can send you Notices (i) to the email address that you provided to us during registration, (ii) to any email account you open with a Service, or (iii) by posting the Notice on the Services. Our delivery of any Notice is effective when sent, regardless of whether you read the Notice, when you receive it or whether you actually receive the delivery. You can withdraw your consent to receive Notices electronically by notifying us in writing via email to help@H3atHome.com or as otherwise expressly provided by us in writing.

Special Notice for International Use/Export Controls

Any technology or software underlying the Services that is available in connection with the provision of the Services and the transmission of applicable data (collectively, the "Software"), if any, is subject to United States export controls. No Software may be downloaded from the Services or otherwise exported or re-exported in violation of any applicable export laws. Downloading or using the Software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Services, including as it concerns online conduct and acceptable content.

Changes to These Terms of Service or the Services

From time to time, we may, in our sole discretion, modify these Terms of Service. We may also upgrade, enhance, change, terminate, and modify the Services, including by discontinuing a Service or any aspect or feature thereof (collectively, "Modifications"). If we make any material changes to the Terms of Service, we will attempt to notify you by email (sent to the email address specified in your account) or by means of a notice on the Services prior to the change becoming effective, which you agree is sufficient to bind you to any such Modification. In any event, changes to these Terms of Service will be reflected in an updated version that will be posted on the Services, and all changes will be effective upon such posting. You agree to regularly review these Terms of Service so that you will be apprised of all changes. You can determine when these Terms of Service were last revised by referring to the "Last Updated" legend. If you disagree with the Modifications, you should cancel your account with Hilton Head Health at Home by providing written notice to us and cease all use of the Services. By continuing to use the Services after any notice or posting of the Modifications, you are agreeing to be bound by the Modifications.

Assignment

We may assign these Terms of Service at any time without notice to you. You may not assign these Terms of Service to anyone else. Any attempted assignment or delegation by you is null and void.

Termination

We may cancel, suspend, or block your use of the Services (or an affiliate of the Services) and/or registration at any time, without cause and/or without notice. You may cancel your account at any time, but you will not receive a refund of any fees paid to Hilton Head Health at Home. Your right to use the Services will end once your account is cancelled or your access to the Services is terminated for any reason, and any data you have stored on a Service may be unavailable to you after that.

You should transfer any information stored on or through the Services prior to terminating your account. We are not responsible or liable for any records or information that are made unavailable to you as a result of a termination of your account or your use of a Service, by you or us, except where we are required by law to make those records available to you. Any limitations on liability, our disclaimer of warranties, our proprietary rights in and to Your Materials, content, Hilton Head Health at Home Property, and the Services, as well as all of your representations, warranties, and obligations to indemnify us, will survive the expiration or termination of your account or these Terms of Service for any reason.

All Fees Are Non-Refundable; Discounts; Exceptions

All fees, charges and other payments you make to Hilton Head Health at Home are non-refundable, except as specified below. If we offer you a payment plan for any subscription, you agree to make all of the payments, even if you terminate your subscription or stop using the Services prior to making all of the payments. If you fail to make any payments as and when due, we may retract any discounts, special offers, bonuses or rewards (collectively, "Discounts") given to you as an incentive to purchase your subscription, and, if you have already used such offers, discounts, bonuses or rewards, you agree to pay to Hilton Head Health at Home on demand the monetary value of such Discounts.

If Hilton Head Health at Home ceases to provide all or substantially all of the Services, we will refund to you a pro-rated portion of your subscription fees, such portion equal to the number of

full calendar months remaining in your subscription, divided by 12 (for one-year pre-paid subscriptions), or divided by 4 (for subscriptions to the Transform 16-week program only). Monthly subscriptions will receive no refund for the month in which the Services cease.

Entire Agreement; Miscellaneous

These Terms of Service, and any supplemental terms, policies, rules, and guidelines posted on the Services, constitute the entire agreement between you and us and supersede all previous written or oral agreements. Except as set forth in the Arbitration Agreement and Class Action Waiver section, if any part of these Terms of Service 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 hereunder to seek, at your expense, an injunction to stop or prevent a breach of your obligations hereunder. The paragraph headings in these Terms of Service, shown in boldface type, are included only to help make these Terms of Service 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 of Service 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.

II. Terms for Mobile Applications

The following terms apply to your access to or use of any Hilton Head Health at Home mobile application, if available, (together with all information and software associated therewith, the “Application” or “Applications”) through any device (such as tablets, mobile phones, etc.).

Rights Granted to You

We grant you a limited, non-exclusive, revocable, non-transferable license to download, install, and use the Applications solely for your personal, non-commercial use on a mobile or tablet device owned or controlled by you and only in accordance with the Terms of Service. Other than the limited rights granted in the immediately preceding sentence, no other rights are granted to you. This is only a license, and not a sale of, the Applications to you.

Your Responsibilities as the Application User

Use of the Application requires third party services and equipment such as a compatible mobile device, Internet access, and a telecommunications carrier. Obtaining and maintaining the equipment and services necessary to use the Application is your responsibility. We are not responsible for equipment defects, lack of service, dropped calls, or other issues arising from third party services or equipment. You are solely responsible for your use of those services on your mobile device and compliance with any applicable third party terms and payment of all applicable third party fees associated with any carrier service plan you use in connection with your use of those services (such as voice, data, SMS, MMS, roaming or other applicable fees charged by the carrier). You are also responsible for maintaining the confidentiality of your user identification and password used to access the Application. If you choose to use a persistent log-in, you should lock your mobile device when not in use to avoid any breach of the security of your information and/or misuse of your identification, password or the Application.

Additional Restrictions and Notices

You agree you will not remove, disable, circumvent or otherwise create or implement any workaround to any copy protection, rights management or security features in or protecting the Applications. You acknowledge that Hilton Head Health at Home may issue an upgraded version of its mobile applications and may automatically upgrade the mobile application that you are using. You consent to such automatic upgrading and agree that the then-current Terms of Service shall govern all such upgrades. Hilton Head Health at Home's mobile applications or other aspects of the Services may include third party code and other software, which is governed by the applicable open source or third party end user license agreement, if any, that authorizes the use of such code.

Third Party Terms

You agree to comply with all applicable terms, conditions, and agreements between you and any third party that provides products or services that facilitate or enable your use of any mobile applications, and you acknowledge and agree that your use of any Application may result in charges to you by those third parties in connection with the products and services they provide to you (such as data plan charges), and you will be solely responsible for any such charges.

Termination of Your Rights

Upon any termination of your rights hereunder, for any reason, you will immediately uninstall or delete the Applications and cease any further use of such Applications.

Apple iOS App

If the Services that you use include a mobile application that you download, access and/or use and that runs on Apple's iOS operating system (an "iOS App"), you acknowledge and agree that:

- the iOS App may only be accessed and used on a device owned or controlled by you and using Apple's iOS operating system;
- these Terms of Service are between you and Hilton Head Health at Home, and not with Apple;
- Apple has no obligation at all to provide any support or maintenance services in relation to the iOS App, and if you have any maintenance or support questions in relation to the iOS App, please contact Hilton Head Health at Home, not Apple;
- except as otherwise expressly set forth in these Terms of Service, any claims relating to the possession or use of the iOS App are between you and Hilton Head Health at Home (and not between you, or anyone else, and Apple);
- in the event of any claim by a third party that your possession or use (in accordance with these Terms of Service) of the iOS App infringes any intellectual property rights, Apple will not be responsible or liable to you in relation to that claim; and
- although these Terms of Service are entered into between you and Hilton Head Health at Home (and not Apple), Apple, as a third party beneficiary under these Terms of Service, will have the right to enforce these terms against you.

In addition, you represent and warrant that:

- you are not, and will not be, located in any country that is the subject of a United States Government embargo or that has been designated by the United States Government as a "terrorist supporting" country;
- you are not listed on any United States Government list of prohibited or restricted parties; and
- if the iOS App does not conform to any warranty applying to it, you may notify Apple, which will then refund the purchase price of the iOS App (if any) to you. Subject to that, and to the maximum extent permitted by law, Apple does not give or enter into any

warranty, condition or other term in relation to the iOS App and will not be liable to you for any claims, losses, costs or expenses of whatever nature in relation to the iOS App or as a result of you or anyone else using the iOS App or relying on any of its content.

Google App

If the Services that you use include a mobile application that you download, access, and/or use from the Google Play Store (“Google-Sourced Software”): (i) you acknowledge that these Terms of Service are between you and Hilton Head Health at Home only, and not with Google, Inc. (“Google”); (ii) your use of Google-Sourced Software must comply with Google’s then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the Google-Sourced Software; (iv) Hilton Head Health at Home, and not Google, is solely responsible for its Google-Sourced Software; (v) Google has no obligation or liability to you with respect to Google-Sourced Software or the Terms of Service; and (vi) you acknowledge and agree that Google is a third party beneficiary to the Terms of Service as it relates to Hilton Head Health at Home’s Google-Sourced Software.

III. Terms for Wellness Tools

You might have access to Services that allow you to engage in wellness-related activities, such as, for example, participating in challenges, tracking your progress toward achieving various goals and toward accomplishing various missions, interacting with coaches, accessing resources or programs that may be available to you, interacting with other users, reviewing articles and other wellness-related content, and participating in community or group discussion forums (collectively, the “Wellness Tools”). These terms apply to your use of the Wellness Tools.

Intake Questionnaire

For subscribers of certain products, we offer an intake questionnaire that asks for simple information about your fitness, diet, personal medical history and health. We’ll use your answers to provide a snapshot of your overall wellness and to identify areas where you can start improving right away. You can opt out of the questionnaire after the initial required questions and complete it at any time. The questionnaire is considered complete when you answer all the questionnaire questions that we ask. Please do NOT provide your genetic information in your questionnaire responses.

Reasonable Alternatives

We are committed to helping you achieve your best health. You may have the opportunity to participate in various challenges, missions, games, and goal-setting activities, and, if offered, to earn “rewards” for achieving certain goals or completing certain challenges. If you think you might be unable to meet a goal or a challenge on the Services, you might qualify for an opportunity to earn the same reward offered by the goal or challenge by different means. If so, please email help@H3atHome.com with your username. Recommendations from your personal physician may be accommodated if necessary.

Talk with Your Doctor First, and Be Careful

As discussed in more detail above, please talk with your doctor before engaging in any physical activity, health-related program, or diet. Also, please use caution when engaging in any activities related to your use of the Services, such as walking, running, or biking. We want you to be safe as you work to achieve your goals, and that means watching out for dangerous situations that could arise, such as vehicular traffic, other runners, other bikers, obstacles, etc. You are using the tools and features of our Hilton Head Health at Home Wellness Tools at your own risk, and we are not liable for any injury you may sustain by engaging in any activity in connection with the Services.

Hilton Head Health at Home Community

On the message boards and “communities” that are available to some users, Hilton Head Health at Home seeks to offer users a positive, supportive community to connect, share, and learn from each other so they can live healthier lives. We strive for a friendly and inviting atmosphere. To keep it that way, we have a few additional rules that govern community posts, status updates, comments, links, profile information, private messages, and other information that you post on Hilton Head Health at Home.

- Hilton Head Health at Home does not routinely review or verify any information posted in our communities, comments, status updates, and other user-generated content area, except for potential violations of our Terms of Service. We are not the authors of, and are not responsible for, content posted by users. We reserve the right, however, to alter or remove any offending content posted by users without warning.

- Content on Hilton Head Health at Home should stay on Hilton Head Health at Home. You are not allowed to re-post content from Hilton Head Health at Home (community or other content) to another website. If anyone nonetheless reposts content from Hilton Head Health at Home communities to another website, we cannot be held responsible for the content, possible use of the information, or any copyright infringement.
- Do not post anything on Hilton Head Health at Home you don't have the rights to (such as full text of articles, multimedia files) or that you do not have permission to reproduce or distribute. You may post links to information on other sites if they are directly relevant to the discussion and would benefit the community (with the exception of products or services).
- Don't advertise or promote products or businesses. Posts made for the promotion of a website, product, or service are considered advertising and may be removed at Hilton Head Health at Home's sole discretion. You are not allowed to post affiliate URLs that leads to you earning cash, banner impressions, credits, points, hits, or any other benefit, material or not.
- Do not try to inflate your post count by posting short, meaningless posts or "liking" each other's posts.
- Anything you post on the community boards is visible to everyone on Hilton Head Health at Home, so be thoughtful about posting personal information you don't want others to see.
- When posting a comment or information, or linking to outside websites, please stick to high-quality content that is appropriate for our community, and provides a benefit to other users. The Hilton Head Health at Home community manager can remove posts at his or her sole discretion.
- Talking about sensitive subjects is fine, but please use your taste and judgment. We will endeavor to remove offensive material that is brought to our attention.
- Need we say it? Vulgarity, hate or discriminatory speech, and any speech not protected under the law are never allowed. Abbreviations and other attempts to circumvent our filtering software also violate this guideline.
- We may remove posts that discuss or are the product of illegal activities. This includes the posting of information that you have obtained illegally.

If you believe that someone has engaged in Prohibited Conduct or otherwise violated our community guidelines, you can alert us at help@h3athome.com. You may also send a private message to the community manager, if applicable.

Our community manager may remove posts which have complaints. Do not engage directly with a user who you feel is breaking the rules. Responding to a violation in an inflammatory manner is itself a violation. If a user violates our guidelines or other Terms of Service we reserve the right to remove any offending content without warning. Users who repeatedly or egregiously violate the guidelines or other Terms of Service, or who are flagged repeatedly, may have their account reviewed. The community manager reserves the right to deactivate such users without warning at his or her sole discretion. The community manager and other designated employees have the final say on anything related to user-generated content on Hilton Head Health at Home. We are not perfect and if you feel that we have made a mistake, please privately contact us to review the situation.

Medical Information in the Communities

It's important to know that Hilton Head Health at Home users posting information or opinions may not have medical or other relevant training or expertise. As stated in more detail above, do not treat anything posted on Hilton Head Health at Home as medical advice. Do not seek a diagnosis for your specific condition on Hilton Head Health at Home. Never disregard or delay seeking professional medical advice from your doctor (or other qualified health care provider) because of something you read through the Services or elsewhere on the Internet. In case you think you have a medical emergency, call your doctor right away or dial 911.

Other users' experiences can be helpful, but those anecdotes or anything else posted on Hilton Head Health at Home are never a substitute for professional medical advice, diagnosis, or treatment from a qualified health care provider. Some of these user opinions may contain information about treatments, medicines, or "off-label" uses of drugs that have not been approved by the U.S. Food and Drug Administration or might even be illegal in the United States or elsewhere. Others may refer to unstudied or potentially dangerous products such as herbs and nutrients. Always consult with your doctor before you take new medication or change any treatment plan, or start or stop a new treatment, diet, or routine.

We Do Not Provide Financial Advice or Financial Services

Our communities may include regarding finances or money management. Hilton Head Health at Home is not a financial institution, and these portions of our Services are provided solely for informational, educational, or entertainment purposes. We do not dispense financial or wealth management advice, and any information made available on or through the Services by Hilton

Head Health at Home or its users is not, and should not be used as a substitute for professional financial advice. No fiduciary relationship is formed by your use of the Services. We do not recommend or endorse any financial advice or third party, even if we post links to such advice. If you rely on any of the information provided by or through the Services, or by Hilton Head Health at Home's employees, guests, or users, you do so solely at your own risk.

IV. Terms for Coaching Tools

We may provide certain coaching tools, wellness classes, and focused programs that assist you and provide generalized advice to help you achieve your lifestyle goals, including without limitation, weight management, smoking cessation, improving sleep and diabetes prevention and management (collectively, the "**Coaching Tools**"). These terms apply to your use of the Coaching Tools. Certain Coaching Tools are also subject to additional terms and disclaimers that may be included in or displayed in close proximity to the specific Coaching Tool, which are incorporated by reference into these Terms of Service.

If you participate in our Coaching Tools, you may have access to services and tools to support lifestyle changes dedicated to weight loss and wellness, such as online wellness coaching, a community weight loss group, and tools to track your weight, weight loss goals, food intake and/or physical activity. If you use the Coaching Tools, please note that no individual's results should be seen as typical. Causes of being overweight vary from person to person. This means that your weight loss results will also vary and participation in the Coaching Tools or any other Service is not a guarantee that you will lose weight or become healthier in the future.

No Medical Advice

The Coaching Tools have not been evaluated by the Food and Drug Administration and are not intended to be used to diagnose or cure any disease or condition. The Coaching Tools are not intended to be a substitute for professional medical advice, diagnosis, or treatment. Trackers provided in the Coaching Tools are provided solely as tools to assist you in your wellness journey and are not intended to, and should not replace, professional medical advice and/or guidance.

Video Chat

You will speak with a coach or other individual by video chat. You agree that we may record such video chat sessions and use and otherwise process them in accordance with our Privacy Policy. You further agree that you may use the video chat feature solely in connection with your participation in the Coaching Tools. Any user participating in a one-on-one coaching session may request and receive electronically a copy of such recording by emailing help@H3atHome.com from your registered email address. We may, but are not required to, request you provide us with information necessary to confirm your identity before responding to your request..

Group Coaching Sessions

The Coaching Tools may include video chat group coaching sessions where a coach provides generalized information regarding wellness issues. By participating in a group coaching session, you agree that we may record such video group sessions and use and otherwise process them in accordance with our Privacy Policy. You further agree that you may use the video chat feature solely in connection with your participation in the Coaching Tools. You understand and agree that you will be identified by the name you used to register with the product hosting the session (whether Hilton Head Health at Home or another product such as Zoom) and any information you submit through the chat function will be viewable by all members of the group, regardless of whether members are actively participating. Please take care in what you share and share only that information that can be shared with other group members. We cannot control how group members use and share the information obtained from group coaching sessions.

Rights Granted to You

Subject to these terms, Hilton Head Health at Home grants to eligible users a personal, non-transferable, non-sub-licensable, non-exclusive, revocable, limited license to use the Coaching Tools and content therein solely for your personal, lawful and noncommercial use. Hilton Head Health at Home reserves all rights not expressly granted herein, and Hilton Head Health at Home may terminate this license at any time for any reason. If you breach any of these terms governing the Coaching Tools, this license will terminate immediately. Upon any termination of this license you must stop using the Coaching Tools and all content therein, and you must return or destroy all copies, including electronic copies, of content from the Coaching Tools in your possession or control.

V. That's about it...

If you have questions about any of our rules or guidelines, please do not hesitate to contact us. We will be glad to help in any way that we can. You can reach us at help@h3athome.com.

Thank you for being part of Hilton Head Health at Home, and for making our community a helpful, supportive place!