

Terms of Service

Agreement to Terms of Service

The following Terms of Service (“Terms” or “Agreement”) govern your access to and use of the websites, mobile applications, and all other services provided to you by Savvysherpa, LLC (d/b/a UnitedHealth Group Research and Development) and its affiliates, authorized service providers and agents (collectively, the “Company”, “us” or “we” or “our”) in connection with your use of ProtectWell™ and related services, including automated phone tree system support (hereinafter the “Services”). Please read these Terms carefully. Your use of the Services constitutes your agreement to be bound by all terms. If you disagree with one or more of these terms or find them unacceptable in any way, please do not use the Services.

This Agreement is divided into two parts. Part One explains all of the terms that govern your use of the Services. Part Two contains additional legal terms, including provisions that limit our liability to you and require individual arbitration for any potential legal dispute. To use the Services, you must accept all of the terms of this Agreement.

NOTICE: THIS AGREEMENT CONTAINS A BINDING AND FINAL ARBITRATION PROVISION AND CLASS ACTION WAIVER.

Changes to Terms of Service

We have the right to change or add to the terms of this Agreement at any time by posting the amended Terms on Company’s websites (the “Site”) and/or mobile applications (the “App”). Any use of the Site, App, or Services after our publication of any such changes shall constitute your acceptance of the Terms as modified.

However, any claim in law or equity, controversy, or dispute regarding or relating to these Terms, or in connection with the App, Site, or Services, whether involving contract, tort, equitable, statutory, or any other legal theory, between you and Company including, but not limited to, any claims relating in any way to these Terms (including its breach, termination, or interpretation), the App, Site, Services, or advertising of any of the preceding, (“Dispute”) that arose before the modification shall be governed by the Terms (including the binding individual arbitration clause) that were in place when the Dispute arose.

Part One: Terms Governing Use of the App, the Site and Services

Emergencies

The Services do not comprise an emergency-response or emergency-monitoring service and any person who is aware of an emergency situation or believes that a person may be at risk of injury or death or who may harm themselves or another

person should dial “911” or an appropriate emergency responder. Company is under no obligation to monitor or respond to communications made to the App or the Site.

Age Limitations

The App, Site and the Services are intended and only suitable for individuals 13 years of age and older. We do not authorize individuals who are under the age of 13 to use the Site or Services, nor do we direct the Site or Services to those under 13 years of age. Company hereby disclaims all liability for use by individuals under the age of 13.

Term and Termination of Use

Your use of the Services is subject to your employer’s or educational institution’s (such employer or educational institution, as applicable, your “Sponsor”) continued subscription for these Services. Your Sponsor may terminate your access to these Services, your access may be terminated upon the termination of your Sponsor’s subscription, and/or we may terminate or suspend your access at any time, including due to your breach of these Terms or any security concerns.

Medical Disclaimers

The App, Site, and Services are intended only as an information tool to assist Sponsors and both registered and unregistered users (collectively, “Users”) of the App, the Site, and the Services to manage a User’s own information regarding testing for infectious diseases that may be not safe in the workplace. The Company does not provide any therapeutic services to individuals. Users should receive care from their own health care providers, and should contact their own health care provider(s) with questions regarding diagnosis, treatment, or medication. The Services are not designed or intended to replace care from a User’s health care provider. To the extent that any health care services are offered to Users of the Services, those health care services are provided by the applicable health care provider and not by the Company. You agree to release the Company from any and all claims, demands, damages and liabilities, of any type and nature, arising out of or in any way connected with the provision of health care services by any provider.

Your Privacy

Any information you provide or is collected by Company through the App, Site, or Services shall be handled in accordance with Company’s Online Privacy Policy, which is hereby incorporated by reference. Upon acceptance of these Terms, you confirm that you have read, understood, and accepted Company’s Online Privacy Policy. The App, Site, and Services may include a COVID-19 symptom checker and features facilitating COVID-19 testing and reporting of test results to you and your Sponsor through the App, Site, or Services. You agree that we may share your responses to the symptom checker and your COVID-19 testing status and results with your Sponsor so that we may support

your Sponsor's decision-making regarding your ready-to-work or return-to-school status. We are not responsible for the decisions you and your Sponsor make, and we hereby disclaim and any all liability resulting from such decisions.

Security

Any information you provide or is collected by Company through the App, Site, or Services shall be handled in accordance with Company's Online Privacy Policy, which is hereby incorporated by reference. We have implemented technical and organizational measures designed to secure your personal information submitted through the App, Site, or Services from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes.

Registration

Registration is not required to view certain content on the Site. However, to use App, the Services, and some parts of the Site, you may be required to register and provide certain information about yourself, including your e-mail address and password ("Credentials"). If you become a registered member of the Site, App, or Services, you accept responsibility for all activities that occur under your registration account. You agree to provide true, accurate, complete, and correct information at the time of registration, and to promptly update this information as needed so that it remains true, accurate, complete, and correct. You should keep your Credentials private and not share your Credentials with anyone else. You are responsible for maintaining the confidentiality of your Credentials. If you believe someone has accessed the App, Site, or Services using your Credentials without your authorization, e-mail us immediately at protectwell@uhg.com.

Copyright Notice

The App, Site, and Services are owned and operated by Company. The entire contents and design of the App, Site, and Services are protected by U.S. and international copyright law. All rights regarding the App, Site, and Services and materials contained on or in the App, Site, and Services are either owned by Company, are licensed to it, or are used with permission. Company and its licensors retain and reserve all proprietary rights to the contents of the App, Site, and Services.

Trademark Notice

Company names and logos and all related product and service names, design marks, and slogans are the trademarks or service marks of Company. All rights are reserved. You are not authorized to use any Company name or mark in any advertisement, publicity or in any other commercial manner without prior written consent of Company. All other trademarks appearing in the App, Site, and Services are the property of their respective owners.

Part Two: Additional Legal Terms

Representation and Warranties

You represent and warrant to us that: (a) you are at least thirteen (13) years of age; and (b) your use of the App, Site, and Services will be in compliance with these Terms.

No Warranties

Use of the App, the Site and the Services is at your own risk. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APP, THE SITE AND SERVICES ARE PROVIDED “AS IS”, AND WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

No advice or information obtained by you from Company or through the App, Site, or Services shall create any warranty not expressly stated in these Terms.

Without limiting the foregoing, Company, its processors, its licensors, its vendors, its business partners, and its affiliates, and any and all health care providers and/or testing labs (and their respective subsidiaries, affiliates, agents, directors, and employees) do not warrant that:

- a) the content on the App, Site, or Services is accurate, reliable or correct;**
- b) the App, Site, or Services will meet your requirements;**
- c) the App, Site, or Services will be secure, uninterrupted, or available at any particular time or location;**
- d) any defects or errors will be corrected; or**
the App, Site, or Services are free of viruses or other harmful components.

We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the App, Site, or Services, any hyperlinked website or service contained on the App, Site, or Service, or featured in any banner or other advertising through the App, Site, or Services, and Company will not be a party to or in any way monitor any transaction between you and third-party providers of products or services.

Limitation of Liability and Damages

Your sole remedy for dissatisfaction with one or more of the App, Site, or Services is to stop using the App, Site, and Services. You agree that under no circumstance shall any of Company or any affiliated company entity, their officers, directors, employees, contractors, agents, and representatives, and any and all of the

company's licensors, vendors, business partners, and affiliates, and any and all providers and/or testing labs (and their respective subsidiaries, affiliates, agents, officers directors, and employees) (collectively, "Company Parties") be liable for any damage resulting from your use or inability to use the App, Site, or Services, or for you and your Sponsor's decisions based on use of the App, Site, or Services, including without limitation, decisions regarding whether or not you should report to work/school, continue to work/remain on campus, or cease working/being on campus. This protection covers claims based on warranty, contract, tort, strict liability, and any other legal theory. This protection covers all losses and claims of any type including, without limitation, direct or indirect, special, incidental, reliance, consequential, exemplary, and punitive damages, personal injury/wrongful death, lost profits, or damages resulting from lost data or business interruption.

Disputes

If a Dispute of any kind arises, we want to understand and address your concerns quickly and to your satisfaction. Please contact protectwell@uhg.com with any Dispute. If we cannot resolve your concerns, we agree to an informal and inexpensive Dispute resolution process requiring individual arbitration.

Binding Individual Arbitration

You and Company agree to arbitrate all Disputes, which are limited to any claims between you and Company that relate in any way to these Terms (including its breach, termination, or interpretation), the App, Site, Services, or advertising of any of the preceding. This agreement to arbitrate specifically does not apply to any claims between you and your Sponsor; your relationship between you and your Sponsor may be governed by a different agreement to resolve disputes.

Arbitration is more informal than a lawsuit in court and seeks to resolve disputes more quickly. Instead of a judge or a jury, the case will be decided by a neutral arbitrator who has the power to award the same damages and relief that a court can. **Any arbitration under this Agreement will be only be on an individual basis; class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not permitted, and you are waiving your rights to have your case decided by a jury and to participate in a class action against Company.**

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced (but in no case shall there be a class arbitration).

All Disputes shall be resolved finally and exclusively by binding individual arbitration with a single arbitrator administered by the American Arbitration Association according to this provision and the applicable arbitration rules for that forum. Consumer claimants (individuals whose transaction is intended for personal, family, or household use) may elect to pursue their claims in their local small-claims court rather than through arbitration. The Federal Arbitration Act, 9 U.S.C. §§ 1-16, fully applies.

If you are a consumer bringing a claim relating to personal, household, or family use, any arbitration hearing will occur within the county or parish where you reside. Otherwise, any arbitration hearing will occur in Hennepin County, Minnesota, or another mutually agreeable location, or a location ordered by the arbitrator.

The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. If you prevail on any claim for which you are legally entitled to attorney's fees, you may recover those fees from the arbitrator. For any claim where you are seeking relief, Company will not seek to have you pay its attorney's fees, even if fees might otherwise be awarded, unless the arbitrator determines that your claim was frivolous.

For purposes of this arbitration provision, references to you and Company also include respective subsidiaries, affiliates, agents, employees, predecessors, successors, and assigns.

Subject to and without waiver of the arbitration provisions above, you agree that any judicial proceedings (other than small claims actions in consumer cases) will be brought in and you hereby consent to the exclusive jurisdiction and venue in the state courts in Hennepin County, MN, or federal court for the District of Minnesota.

Jurisdiction

Information provided on the App, Site, or Services is not targeted to Users in any particular locality nor is it intended to constitute the doing of business in any jurisdiction.

The App, Site, and Services are provided by Company and do not constitute any contact with any jurisdiction outside the State of Minnesota. Use of the App, Site, or Services is prohibited in any jurisdiction having laws that would void this Agreement in whole or essential part or which makes accessing the App, Site, and/or Services illegal. Users in such jurisdictions visit and use the App, Site, and Services entirely at their own risk.

Choice of Law

This Agreement is entered into and performed in the State of Minnesota, United States of America. It is governed by and shall be construed under the laws of Minnesota, exclusive of any choice of law or conflict of law provisions.

Requests for Information

If you contact Company and request information about our programs or services, we will use your email or postal address to provide the information you requested. You acknowledge and agree that we may use and share information that you provide to us as described in our Online Privacy Policy, which is incorporated by reference herein.

Limitation on Time to Initiate a Dispute

Unless otherwise required by law, an action or proceeding by you relating to any Dispute must commence within one year after the cause of action accrues.

Links to Other Websites

The App, Site, and Services may contain links to third-party websites as a convenience to you. The inclusion of any website link does imply an approval, endorsement, or recommendation by Company. You agree that you access any such website at your own risk, and that such third-party website is not governed by the terms and conditions contained in these Terms. Company expressly disclaims any liability for these third-party websites. Please remember that when you use a link to go from our App, Site, or Services to another website, our Online Privacy Policy is no longer in effect. Your browsing and interaction on any other website, including those that have a link on our App, Site, or Services is subject to that website's own rules and policies.

Protection of Your Mobile Device or Computer

You are responsible for implementing sufficient computer virus and security protective procedures and checks on your mobile device or computer, and for maintaining a data back-up or other means for the reconstruction of any lost data on your mobile device or computer.

Notice for California Users

If you have a question or complaint regarding the Services provided to you by Company please contact us at protectwell@uhg.com to receive further information regarding the Services or to resolve the complaint. You may also contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs by telephone at (800) 952-5210 or TDD (800) 326-2297, or in writing at Department of Consumer Affairs, Consumer Information Division, 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834.

Other Provisions

Except as expressly provided in these Terms, these Terms are a complete statement of the agreement between you and Company, and they describe the entire liability of Company and its vendors and suppliers and your exclusive remedy with respect to your access and use of the App, Site, or Services. In the event of a conflict between these Terms and any other Company agreement or policy, these Terms shall prevail on the subject matter of this Agreement. If any provision of these Terms is invalid or unenforceable under applicable law, then it shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. Headings are included for convenience

only, and shall not be considered in interpreting these Terms. These Terms do not limit any rights that Company may have under trade secret, copyright, patent, or other laws. Company's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term.

Assignment

You may not assign any rights or obligations under this Agreement without Company's prior written consent. Company may assign all or part of this Agreement.

Survival

All sections of this Agreement which, by their nature are designed to survive expiration or termination of this Agreement, including but not limited to indemnity and limitation of liability clauses, shall survive.

Waiver

No waiver of any of these Terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

Notices

You agree that we may provide any and all notices to you in accordance with Company's Online Privacy Policy, which is hereby incorporated by reference.

Severability

If any of the provisions of this Agreement are held unenforceable by an arbitrator, court, or other tribunal of competent jurisdiction, then those provisions shall be limited or eliminated to the minimum extent necessary to allow the remainder of this Agreement to retain its full force and effect.

Entire Agreement; Amendment

This Agreement and Company's Online Privacy Policy, which is hereby incorporated by reference, constitutes the entire agreement between you and Company applicable to its subject matter. It may not be modified except as described elsewhere in this Agreement.

Conflicting Terms

Anything in the App, Site, or Services that is inconsistent or in conflict with the terms of this Agreement is superseded by the terms of this Agreement.

Contact Information

Please contact us with any questions or concerns regarding this Agreement at:

UnitedHealth Group
Attn: General Counsel, Research & Development
5995 Opus Parkway, Suite 200
Minnetonka, MN 55343
Email: protectwell@uhg.com

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