



Terms and Conditions of Use

HealthyHive Website

Hiveaway, LLC ("HealthyHive"), has created this website and other software services (the "Websites and Services" or the "Site") to provide educational insights related to consumer-driven healthcare for investment fiduciaries and employees enrolled in high deductible health plans.

HealthyHive also builds consumer portals that publish open data on behalf of state entities. This data is provided from federal and state governments so consumers can research historical prices and research healthcare facility quality metrics.

To assist you in using the Website and associated Services, and to ensure a clear understanding of the relationship arising from your use of the Website and participation in these Services, we have created (i) these Terms and Conditions of Use (the "Terms") and (ii) a Privacy Policy. Our Privacy Policy explains how we treat information you provide to us through the Site, and our Terms govern your use of our Site. Our Terms and Privacy Policy apply to any visitor to the Website (collectively, "you"), including (i) casual visitors to our Site, who do not participate in the Services ("Site Visitors"), and (ii) individual customers who visit the Website and otherwise participate in the Education Services ("Registered Participants"). The terms "HealthyHive," "we" and "us" refer to HealthyHive, LLC.

1. Your Agreement. These Terms govern (i) your use of the Website, (ii) your receipt of and participation in HealthyHive's services offered through the Website (the "Services"), (iii) your provision of information, and (iv) your use of information obtained through the Website, including (a) information, software, artwork, text, video, audio, pictures, content, trademarks, trade dress, and other intellectual property owned by HealthyHive or its licensors and made available to you through the Services ("HealthyHive Content"). Please read these Terms carefully; they impose legal obligations on you and on HealthyHive, and establish our legal relationship. By using the Services or accessing our Website and services, you are acknowledging that you have read and understood these Terms and agree to be legally bound by them.

While you can visit the Website and review a range of information about HealthyHive and our Services without registering, to participate in the HSA Education Services, and to obtain access to certain other materials or information available through the Website, you must be a Registered User.

In addition, if you become a Registered User, during the registration process for your password (and from time to time as we may require) you may be prompted to click/check an "I Accept" button/box, which further confirms your agreement to be legally bound by these Terms.

2. Our Services: Overview. The Website is designed to provide a user-friendly experience where individual Consumer Participants can gain access to consumer-driven healthcare education.

2.1. For Investment Fiduciaries. The Website is designed to provide education and applications to foster a better understanding of investment health savings accounts (IHSA). Select applications publish summary averages and ranges of historical healthcare prices. The ranges and averages are to be used for educational purposes only and do not serve as estimates related to any specific health plan.

2.2. For Employees. The Website is designed to provide education and applications to foster a better understanding of health savings accounts and how they can be used as an ancillary retirement account. Select applications publish summary averages and ranges of historical healthcare prices. The ranges and averages are to be used for educational purposes only and do not serve as estimates related to any specific health plan. Employees can also access a hospital quality app that harvests and summarizes open data from the federal government. Data in the quality app should not be interpreted as any form of recommendation by HealthyHive.

3. Obtaining a Password; Use of Your Password

3.1. Registered User Acting in a Representative Capacity. If you are agreeing to our Terms and Conditions of Use and Privacy Policy on behalf of a company, healthcare practice or other legal entity ("Your Organization"), then (i) you represent and warrant that you have authority to act on behalf of, and to bind Your Organization and (ii) for all purposes in these Terms and the Privacy Policy, the term "you" means Your Organization on whose behalf you are acting.

3.2. Protecting Your Password. We may make certain areas of the Website accessible only to users that have a password. If we do so, and if you obtain a password, please keep in mind that we will treat anyone who uses your user name and password as "you." We will provide this user with all of the rights and privileges that we provide to you, and we will hold you responsible for the activities of a person using your password. Therefore, we recommend that you maintain your user name and password in confidence, and that you refrain from disclosing this information to anyone who might

"pretend" to be you with respect to the Website and your participation in the Services. We also ask that you notify us immediately if you suspect that someone is using your user name and/or password in this or any inappropriate manner.

4. Grant of Rights to Registered Users

4.1. Grant of Rights to Investment Fiduciaries. As an Investment Fiduciary, you may access and view certain other password-protected areas, such as the HSA Education Services, for use solely in conjunction with the Services and as provided in these Terms, and you may not modify, copy, distribute, or otherwise use the HealthyHive Content or Services available on the Website.

4.2. Grant of Rights to Employees. As an Employee, you may access and view certain other password-protected areas, such as the HSA Education Services, for use solely in conjunction with the Services and as provided in these Terms, and you may not modify, copy, distribute, or otherwise use the HealthyHive Content or Services available on the Website.

4.3. Duration of Rights. You will continue to enjoy Your rights under Section 4.1 (Grant of Rights to Investment Fiduciaries) and 4.2 (Grant of Rights to Employees) for as long as you are a Registered User, unless Your password is revoked or suspended for misconduct, as set out in Section 7 (Monitoring; Revocation or Suspension of Use Privileges).

5. Ownership; Reservation of Rights. The information, software, artwork, text, video, audio, pictures, trademarks, trade dress, and other intellectual property embodied in the Services or the HealthyHive Content, are the proprietary property of HealthyHive and its licensors, and are protected by U.S. and international copyright and other intellectual property laws, or are used under the principles of fair use. HealthyHive and its licensors retain all rights with respect to the Services and the HealthyHive Content except those expressly granted to you in these Terms. You agree not to duplicate, publish, display, distribute, modify, or create derivative works from the material presented through the software, the Website and/ or through the Services unless specifically authorized in writing by HealthyHive.

6. Code of Conduct. As a condition to your use of the Website and the Services, you agree to follow our Code of Conduct, set out below. Under this Code, you will not:

Upload, email or otherwise transmit any images or other Consumer Content or Provider Content that is unlawful, obscene, harmful, hateful, invade the privacy of any third party, contain nudity or pornography, or are otherwise objectionable. Disseminate materials that impact or invade the privacy of others, such as photographs, video clips, sound recordings, personally identifiable information, or other materials that reveal personal, private or sensitive information about another person, without that person's consent. Submit material that is intentionally false, defamatory, unlawfully threatening, or unlawfully harassing. Infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy. Electronic materials – such as music, videos, games, images, and text in electronic form -- can easily be copied, modified and sent over networks

(such as the Internet). These electronic materials are thus extremely vulnerable to unauthorized distribution and copyright infringement. These materials may not be transmitted over the Website without the copyright owner's permission, or without a legitimate "fair use" justification for the transmittal. Transmit materials that contain any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer-programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information. Use the Website to artificially generate traffic or page links to a website or for any other purpose not expressly allowed under these Terms. Use the Website in a manner that could disable, overburden, or impair the Website or Services or interfere with any other party's use and enjoyment of the Website and Services, such as through sending "spam" email. Use the Website to test or reverse engineer the Website in order to find limitations, vulnerabilities or to evade filtering capabilities. Seek to obtain access to any materials or information through "hacking," "data harvesting," or through other means we have not intentionally made available to you through the Website. Use the Website for any purpose that is unlawful or prohibited by these Terms. For example, you will not use the Website to violate any law, statute, or regulation (including, without limitation, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising).

7. Monitoring; Revocation or Suspension of Use Privileges. We reserve the right at any time to (i) monitor your use of the Website, and (ii) terminate or suspend your use of some or all of the Services if you engage in activities that we conclude, in our discretion, breach our Code of Conduct or otherwise violate these Terms or our Privacy Policy. Although we have no – and assume no -- obligation to monitor activities on the Website, please understand that we may employ filters designed to detect and block inappropriate content under this Code of Conduct. We reserve the right to request edits to your submission, to refuse to post, or to remove any information or materials, in whole or in part, that we believe, in our sole discretion, are incompatible with our Code of Conduct. Users should also understand that our Code of Conduct is based in many instances on principles of applicable law. Users who violate our Code of Conduct accordingly may be exposed under these laws to criminal charges, and civil liability to harmed parties for compensatory damages and attorney's fees. HealthyHive reserves the right at all times to disclose information it deems necessary to satisfy any applicable law, regulation, legal process, or governmental request, consistent with its Privacy Policy.

8. Links to Third-Party Sites The Website may also contain links or produce search results that reference links to third party websites (collectively "Linked Sites"). HealthyHive has no control over these Linked Sites or their content and does not assume responsibility or liability for any content, opinions, or materials available on Linked Sites. HealthyHive does not endorse the content of any Linked Site, nor does HealthyHive warrant that a Linked Site will be free of computer viruses or other

harmful code that can impact your computer or other web-access device. By using the Website to search for or link to another site, you agree and understand that such use is at your own risk.

9. User Disputes. You are solely responsible for your interaction with other Registered Users, both online or offline. We have no obligation to become involved in disputes between Registered Users. If you have a dispute with one or more Registered Users, you release HealthyHive (and our officers, directors, agents, employees, subsidiaries, and affiliates) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such dispute.

10. Disclaimers.

10.1. No Tax Advice. Health-related categories that constitute qualified medical expenditures are compiled from the IRS Publication 502 "Medical and Dental Expenses." With respect to Consumer Participants with HSA-qualified plans, Registrants are cautioned to review their own employer-sponsored benefit plan descriptions and enrollment material for specific information or to consult with their employer's benefits department or personal tax advisor as necessary. IRS Publication 502 information is subject to change at any time and without notice per IRS rulings and federal legislative activity.

According to the IRS, "medical expenses are the costs of diagnosis, cure, mitigation, treatment or prevention of disease, and the costs for treatments affecting any part or function of the body. These expenses include payments for legal medical services rendered by physicians, surgeons, dentists, and other medical practitioners. They include the costs of supplies, and diagnostic devices needed for these purposes. Medical care expenses must be primarily to alleviate or prevent a physical or mental defect or illness. They do not include expenses that are merely beneficial to general health, such as vitamins or a vacation."

10.2. No Medical Advice. The content on the Website is provided for general informational purposes only and is not intended as, nor should it be considered a substitute for, professional dental or medical advice. Do not use the information on the Website for diagnosing or treating any dental medical or health condition. If you have or suspect you have a dental or medical problem, promptly contact your professional healthcare provider.

10.3 Third Party Data Accuracy. The timeliness and accuracy of any or all of the procedural data is not guaranteed. Neither the authors, HealthyHive, nor any other party who has been involved in the preparation or publication of this work can assure you that the procedural data contained herein is in every respect accurate or complete, and they are not responsible for any errors or omissions or for the results obtained from the use of the publicly available data HealthyHive re-publishes. BY NO MEANS SHOULD ANY OF THE PROCEDURAL COST DATA BE ASSUMED TO BE REFLECTIVE OF PREVAILING COSTS. THE DATA CONTAINED IN THE MEDICAL INSIGHTS APPLICATION IS

HISTORICAL AND IS ONLY MEANT TO PROVIDE INSIGHT ON PAST PRICES AND ESTIMATED OUT-OF-POCKET COSTS.

11. Warranty Disclaimer. HealthyHive DOES NOT PROMISE THAT THE WEBSITE OR SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT THE WEBSITE WILL PROVIDE SPECIFIC RESULTS FROM YOUR PARTICIPATION IN THE SERVICES OR YOUR USE OF ANY CONTENT, SEARCH, OR LINK ON IT. THE WEBSITE AND ALL SERVICES AND CONTENT WITHIN IT ARE DELIVERED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WHEN YOU ACCESS THE WEBSITE, YOU DO SO AT YOUR OWN RISK. HealthyHive DOES NOT WARRANT OR REPRESENT THAT MATERIALS YOU DOWNLOAD FROM HealthyHive SITES WILL BE FREE OF VIRUSES OR OTHER HARMFUL FEATURES.

HealthyHive DISCLAIMS (i) ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (ii) ANY RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, COMPLETENESS, OR LEGALITY OF INFORMATION AVAILABLE THROUGH THE WEBSITE; AND (iii) ANY RESPONSIBILITY OR LIABILITY FOR HARM RESULTING FROM DOWNLOADING OR ACCESSING INFORMATION THROUGH THE WEBSITE, INCLUDING HARM CAUSED BY VIRUSES OR SIMILAR DESTRUCTIVE FEATURES. YOU EXPRESSLY AGREE THAT USE OF THE HealthyHive WEBSITE AND RELATED SERVICES AND CONTENT IS AT YOUR SOLE RISK.

12. Limitation of Liability. UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, TORT, OR NEGLIGENCE, WILL HealthyHive BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) THAT ARISE OUT OF OR ARE RELATED TO YOUR USE OF THE HealthyHive WEBSITE AND RELATED SERVICES AND CONTENT.

13. Indemnity. You agree to defend, indemnify, and hold HealthyHive and its subsidiaries, affiliates, officers, directors, agents, and employees harmless from any liability to third parties, including reasonable attorneys' fees, arising from or related to your breach of these Terms.

14. Contact for Alleged Copyright Infringement. HealthyHive respects the intellectual property rights of others and requires that its users do the same. If you believe that Content on the Website or other activity taking place on the Website constitutes infringement of a work protected by copyright (a "Work"), please notify our agent, designated under the Digital Millennium Copyright Act (17 U.S.C. §512) (the "DMCA") to respond to such concerns, as follows:

info@hiveaway.com

Your notice must comply with the DMCA. Upon receipt of a compliant notice, we will respond and proceed in accordance with the DMCA.

15. Modifications to these Terms. We may modify and change these Terms over time. We will not "retroactively" change these Terms, and any modifications we make shall take effect proactively,

once you next access the Website. Please feel free to print out a copy of these Terms for your records.

16. Assignment. These Terms shall not be assignable by you, either in whole or in part. HealthyHive reserves the right to assign its rights and obligations under these Terms.

17. General. These Terms shall be governed in all respects by the laws of the Commonwealth of Massachusetts without giving effect to its conflicts of law provisions. Both parties submit to the personal jurisdiction of and venue in the state and federal courts in the Commonwealth of Massachusetts in the judicial district where HealthyHive has its principal place of business. The parties further agree that any cause of action arising under these Terms or our Privacy Policy shall exclusively be brought in such courts. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. HealthyHive's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. This agreement and the terms and conditions contained herein set forth the entire understanding and agreement between HealthyHive and you with respect to the subject matter hereof and supersede any prior or contemporaneous understanding, whether written or oral.

17.1 Disputed Fees. In the event Client reasonably disputes any Service Fee(s) set forth on any invoice or record of payment, Client must notify HealthyHive in writing, setting forth the reasons for and the amount of such dispute, no later than ten (10) days following the receipt of the invoice or record of payment. If Client has not already paid HealthyHive the Service Fee(s) at issue, Client may withhold payment of only the amounts subject to the dispute and shall pay to HealthyHive all undisputed amounts when such amounts become due and payable in accordance with the Services Agreement. Payment due on any disputed amount shall be due to HealthyHive upon resolution of the dispute.

17.2 Confidentiality. A. HealthyHive and Client may publicize the existence of the Services Agreement and TOSA, and the general nature of the Services. Nothing in this section shall be construed to allow for the publication or disclosure of any Confidential Information, including, but not limited to, the financial terms associated with the Services Agreement.

B. For the purposes of the Services Agreement and TOSA, "Confidential Information" means any information which should be considered confidential by a party exercising reasonable business judgment and that is furnished or transferred hereunder by or on behalf of such a party or any of its Affiliates, defined below (collectively, the "Disclosing Party"), to the other party or to any of its affiliates (collectively, the "Receiving Party"), whether such information is or has been conveyed verbally or in written or other tangible form, including, but not limited to, trade secrets and technical, financial or business information, data, ideas, concepts or know-how. Confidential

Information disclosed in tangible or electronic form may be identified by the Disclosing Party as confidential with conspicuous markings, or otherwise identified with a legend as being confidential, but in no event shall the absence of such a mark or legend preclude disclosed information which would be considered confidential by a party exercising reasonable business judgment from being treated as Confidential Information by the Receiving Party. Confidential Information shall not include any information that (i) is available to the general public other than by a breach of confidentiality, (ii) was known to the Receiving Party without any limitation on use or disclosure prior to its receipt from the Disclosing Party, (iii) is received from a third party without any obligation of confidentiality, (iv) was independently developed by the Receiving Party without reference to or reliance on any Confidential Information of the Disclosing Party, or (v) is generally made available to third parties by the Disclosing Party without restriction on disclosure.

18. Survival. The following provisions shall survive the termination of these Terms and shall apply indefinitely:

- Section 5 (Ownership; Reservation of Rights)
- Section 10 (Warranty Disclaimer)
- Section 12 (Limitation of Liability)
- Section 13 (Indemnity)
- Section 16 (Assignment)
- Section 17 (General)
- Section 18 (Survival)

19. Relationship to Privacy Policy and Other Contracts. These Terms must be read in conjunction (i) with other agreements into which you may enter concerning the Website, and (ii) with our Acceptable Use and Privacy Policy. The provisions of our Privacy Policy are incorporated herein. To the extent these Terms conflict with the terms of our Privacy Policy, the terms of our Privacy Policy will control. Similarly to the extent these Terms conflict with the terms and conditions of any specific agreement you enter with us, the terms and conditions of such specific agreement will control.