

TERMS OF SERVICE

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Navvisa, Inc. (“**Navvisa**”) maintains the Navvisa website and services, collectively (the “**Services**”) for the benefit of our customers and members.

PLEASE REVIEW THESE TERMS CAREFULLY.

Use Terms

As a condition of your access and use, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. These Terms of Service apply to all resources and materials provided to you by Navvisa whether hosted by Navvisa or a third party.

In using this Services, you agree to the following:

- You will comply with these Terms of Service and all applicable laws at all times whenever you access or use the Services.
- You give your informed consent for Navvisa to use the means necessary to provide you with our navigation services in compliance with applicable law, including remote-access communication features and functionality (such as video, text, and audio) and information you voluntarily provide to us.
- You understand and confirm that Navvisa is not a licensed medical provider and does not provide medical care or emergency services. We only provide nurse navigation services and do not intend at any time to provide medical treatment or diagnostic services to you.
- You will not use harassing, threatening, hateful, profane, or otherwise inappropriate language or content when using the Services and will not use the Services to slander or invade the rights of any other person or individual.
- You will not attempt to interfere with or violate the security or availability of the Services, reverse engineer, or otherwise discover the source code of the Services.
- Navvisa and its licensors and suppliers hold all proprietary rights to the Navvisa software, technology platform, and information made available to you.
- To the fullest extent permitted by applicable law, you agree that any disputes relating to these Terms of Service shall be settled via mandatory binding arbitration in San Mateo, CA.

Privacy and Personal Information

The Navvisa Privacy Statement (the "Privacy Statement"), as it may change from time to time, is a part of these Terms of Service and is incorporated herein by this reference. Navvisa reserves the right to collect, use and disclose your information in the manner consistent with the Privacy Statement.

Medical and Emergency Care

YOU AGREE THAT: (i) IF YOU ARE IN NEED OF OR ARE SEEKING MEDICAL TREATMENT OR EMERGENCY CARE, YOU SHOULD CONTACT YOUR HEALTHCARE PROVIDER OR CALL EMERGENCY SERVICES IMMEDIATELY; (ii) NAVVISA IS NOT YOUR HEALTHCARE PROVIDER AND DOES NOT PROVIDE EMERGENCY SERVICES; (iii) NAVVISA IS NOT INTENDED TO REPLACE THE RELATIONSHIP BETWEEN YOU AND YOUR PHYSICIAN OR OTHER HEALTHCARE PROVIDER;

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Termination of Use

If you violate any provision of these Terms of Service, Navvisa may in its sole discretion terminate your access to the Services at any time, with or without notice. You may cease use of the Services at any time.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL NAVVISA BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE),

STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT NAVVISA HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

EXCEPT AS PROVIDED IN SECTION 16.4 AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF NAVVISA TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (A) THE AMOUNT YOU HAVE PAID TO NAVVISA FOR ACCESS TO AND USE OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO CLAIM; OR (B) \$10,000.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 15 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Indemnity

To the fullest extent permitted by law, you are responsible for your use of the Service, and you will defend and indemnify Navvisa from and against any claim brought by a third party, and any related liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or connected with: (a) your unauthorized use of, or misuse of, the Service; (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (c) your violation of any third party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (d) any dispute or issue between you and any third party. The foregoing indemnification obligation is subject to Navvisa promptly informing you in writing of any such claim, demand, action, or suit; provided that any failure to so inform you shall not prejudice your obligation of indemnity, except to the extent materially prejudiced thereby. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

Modification

We reserve the right to modify the Services at any time (including by limiting or discontinuing certain features) without notice to you. We will have no liability whatsoever on account of any change to the website, Services or any suspension or termination of your access to or use of the Services.

Links to Other Materials or Sites

To the extent Navvisa provides information from, or links or references to, websites operated by third parties, Navvisa does not monitor or investigate such websites and is not responsible for the content, functionality, or practices of such websites. Inclusion of links to third party websites does not imply approval or endorsement of the linked website by Navvisa. If you decide to access these third party websites, you do so at your own risk. You agree that Navvisa has no liability for any damage or loss of any type that is a result of your use of a third party website.

Governing Law

These Terms of Use shall be governed by and construed in accordance with the laws of the State of California, USA without regard to its conflicts of laws provision. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. To the fullest extent permitted by applicable law, the parties shall seek resolution exclusively through binding arbitration using a single arbitrator and the rules promulgated by the American Arbitration Association. The decision of the arbitrator shall be binding on the parties and may be entered into a court of competent jurisdiction. All such arbitration shall be conducted in San Mateo, CA. To the extent that the above mandatory arbitration clause is invalid under applicable laws, the parties hereby consent to, and hereby agree to submit to, the exclusive jurisdiction and venue in the state courts in San Mateo, CA or any federal court located therein. In any action, arbitration or proceeding to enforce or interpret these Terms of Use, the prevailing party will be entitled to recover the costs and expenses (including reasonable attorneys' fees) that it incurred in connection with such action, arbitration or proceeding and enforcing any judgment or order obtained.

Amendment

Navvisa may revise these Terms of Service from time to time by updating this posting.

Contact Information

You may contact us by sending correspondence to legal@navvisa.com