

# 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.

## Payment for Services

**Individual Plans.** Certain Navvisa Services, such as Individual Plans, may require you to pay a fee. Before paying, you will have an opportunity to review and accept the fees that you will be charged. All fees are in U.S. Dollars and are non-refundable.

**Pricing.** Navvisa reserves the right to determine pricing for the Services. Navvisa will provide advance notice to you regarding Services fees and any pricing changes. If your employer sponsors the Services, there may be no fee payable by you.

**Authorization.** When you register for an Individual Plan, you authorize Navvisa and its third party payment processor to charge your credit card for the Service. Navvisa may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase. When we use a third party payment processor, such as Stripe, their use of your personal information is subject to their applicable terms of service and privacy policy available at:

**Subscription Service.** Individual Plans include a monthly recurring fee. When you register for an Individual Plan, you authorize Navvisa to periodically charge, on a going-forward basis for the duration of the minimum subscription plan and thereafter until cancellation of the Service. The "Subscription Billing Date" is the date when you purchase your individual plan. Your account will be charged automatically on the Subscription Billing Date each month. You must cancel your subscription before it renews in order to avoid billing of the next subscription fee to your account. You may initiate cancellation of your Individual Plan by contacting us at: [care@navvisa.com](mailto:care@navvisa.com).

## 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;

## Disclaimers

ALL CONTENT IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT

PERMISSIBLE PURSUANT TO APPLICABLE LAW, NAVVISA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY AND NON-INFRINGEMENT.

Navvisa makes no warranty as to the accuracy, completeness, currency or reliability of any content available through the Website or Services. You are responsible for verifying any information before relying on it. Use of the Website and the content available on the Website is at your sole risk. Navvisa makes no representations or warranties that use of the Services will be uninterrupted, free of malware, or error-free. You are responsible for taking all necessary precautions to ensure that any content you obtain from the Services is free of viruses or other malware.

## 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](mailto:legal@navvisa.com)