

HARMONY CARE MANAGEMENT, LLC TERMS OF USE

EFFECTIVE AUGUST 1, 2022

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PLEASE NOTE THAT THESE TERMS OF USE CONTAIN A MANDATORY AND BINDING ARBITRATION, CLASS ACTION WAIVER, AND WAIVER OF RIGHT TO JURY TRIAL CLAUSE, WHICH AFFECTS YOUR RIGHTS REGARDING HOW TO RESOLVE ANY DISPUTE WITH A HARMONY CARE MANAGEMENT. PLEASE READ IT CAREFULLY.

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We reserve the right to change or modify any of the Terms of Use, the Sites, and/or the Services at any time. Your use of the Sites and/or the Services following the posting of changes or modifications to the Terms of Use will constitute your acceptance of the revised Terms of Use. Therefore, you should review the Terms of Use and applicable policies from time to time to understand the terms and conditions that apply to your use of the Sites and/or Services. If you do not agree to the amended terms, you must immediately stop using the Sites and/or Services

The Terms of Use do not alter in any way the terms or conditions of any other agreement you may have with Harmony Care Management for services, products, or otherwise. Your access to, and use of, the Sites may also be subject to any legal notices or additional terms and conditions applicable to the Sites and/or Services, in addition to these Terms of Use. Where Additional Terms apply to the Services, the Additional Terms will be accessible for you to read through your use of the Services and/or provided separately. These Terms of Use, together with the Additional Terms, form a legally binding agreement between you and Harmony Care Management in relation to your use of the Sites and/or Services. It is important that you take the time to read them carefully. If there is any contradiction between what the Additional Terms say and what these Terms of Use say with respect to the Services, then the Additional Terms shall take precedence in relation to that Service.

To use the Sites and/or Services, you must be of legal age to enter into a binding contract and not be prohibited from using the Sites and/or Services by the laws of the jurisdiction from which you access the Sites and/or Services.

OUR SERVICES

Harmony Care Management are comprised of healthcare care navigator experts to assist Clients and families navigate the healthcare complex maze. Harmony Care Management advocates for our clients and families alike to follow their path of healthcare decisions based on individual needs and preferences. Services are paid for by client or Responsible Party on a consultation basis.

HEALTHCARE PROVIDERS

A client is responsible for selecting their own healthcare providers. Each healthcare provider including but not limited to primary care physicians, specialists, home health, hospice, private caregivers, labs, etc. are responsible for practicing within their own scope of practice. Harmony Care Management has no scope of authority or control over any selected healthcare provider.

Each Medical Provider is responsible for the content of the information posted on its page or on the Sites. The information does not represent our views or any individual associated with us, and we do not control this content. We do not vouch for the accuracy or completeness of any of the information posted by and/or for the Participating Entity on the Sites, and do not take any responsibility or assume any liability for any actions you may take as a result of reading the information posted by and/or for the selected healthcare entity on the Sites. By using the Sites and/or Services, you assume all associated risks.

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Your privacy is important to us, and we provide a Privacy Policy that sets out how we collect and use your personal information collected from the Sites and in connection with your use of our Services. Please review our Privacy Policy to which you should refer to fully understand how we collect and use personal information.

RECORDED TELEPHONE COMMUNICATIONS

Telephone communications between You and Harmony Care Management may be recorded or monitored for quality control purposes. You expressly consent to Harmony Care Management recording and monitoring these telephone communications.

HYPERLINKS TO EXTERNAL WEB SITES

The Site blogs may provide links to external Web sites ("External Web Sites"). We provide these links to External Web Sites for your convenience only. We do not control such External Web Sites; therefore, Harmony Care Management is not responsible for the content of any linked site or any link contained in a linked site. Our inclusion of links to such External Web Sites does not imply any endorsement of any such third party who advertises their goods or services through the Sites. We make no claim or representation regarding, and accept no responsibility for, the quality, content, nature, or reliability of External Web Sites.

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THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS OF THIS "LIMITATION OF LIABILITY" SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF HARMONY CARE MANAGEMENT OR THE ASSOCIATED PARTIES, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE, OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE THE COMPLETE SITE EXCEED THE GREATER OF USD \$50.00 OR ANY COMPENSATION YOU PAY, IF ANY, TO HARMONY CARE MANAGEMENT FOR ACCESS TO OR USE OF THE SITE AND/OR SERVICES. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE HARMONY CARE

MANAGEMENT OR THE ASSOCIATED PARTIES' LIABILITY FOR GROSS NEGLIGENCE, FRAUD, INTENTIONAL, WILLFUL, MALICIOUS, OR RECKLESS MISCONDUCT.

INDEMNIFICATION

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TERMINATION

We may terminate or suspend your access to the Sites at any time, with or without cause, and with or without notice. Upon such termination or suspension, your right to use the Sites will immediately cease.

CHANGES TO THE SITES AND/OR SERVICES

We reserve the right to change, modify, suspend, or cease providing the Sites and/or Services (and therefore, your access to and use of) at any time without notice.

GENERAL TERMS

If any part of the Terms of Use is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms of Use will continue in effect. You may not assign the Terms of Use, or assign, transfer, or sublicense your rights, if any, in the Sites. Except as expressly stated herein, the Terms of Use constitute the entire agreement between you and Harmony Care Management with respect to the Sites.

For further information, you may write or call:

Harmony Care Management Privacy Officer

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