

CONTACT19 TERMS OF USE

Last Updated 6.9.2020

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By using or accessing Cisive's mobile device applications, website, services and / or network, you certify that you have read and understand and agree to be bound by these Terms of Use, even if you are not a registered user or account holder.

The Cisive website (the Website) or any mobile application (App) is owned, operated, and administered by Cisive. Cisive reserves the right to change or modify these Terms of Use at any time and such modifications are effective upon publication. If the Terms of Use are modified, the changes will be posted and the updated date noted above. Upon notice of the changes and continued use of the Website or App, you agree to be bound by the new Terms of Use. If you do not agree to these or any future Terms of Use, do not use the Website or App, and/ or discontinue use of the Website or delete the App. These Terms of Use shall survive the termination of your account and use of the Website. **You are required to read, accept and agree to these Terms of Use.**

ELIGIBILITY

Use of the Website or App is void where prohibited. Cisive does not offer services to children under the age of 13, and this Website or App is not directed to children under the age of 13. Any registration by, use of, or access to the Website or App by anyone under 13 years of age is prohibited and in violation of these Terms of Use. By accessing and using the Website or App, you represent that you are at least 13 years of age or older.

Users who are under the age of 18, who are not otherwise emancipated, may not create an account without the consent of their parent or legal guardian. The parent or guardian can provide written authorization by accessing this link disputes@cisive.com and requesting access in writing. By using this Website, or App and agreeing to these Terms of Use you are representing and warranting that you are 18 years of age or older and are competent to enter into binding contracts including these Terms of Use. You further agree to abide by all Terms of Use of the Website.

ELECTRONIC SIGNATURE AND ELECTRONIC RECORDS

You hereby acknowledge, accept, and agree that each time you use or access the Website, App or products or services offered by the Website or App you are signing, agreeing to or accepting these Terms of Use by digital signature, electronic signature, click and accept or other means which constitute your valid and enforceable “electronic signature” as defined by the Uniform Electronic Transactions Act (UETA) and any other applicable state or federal law. You hereby agree to use electronic means to receive and accept these Terms of Use. If you desire a paper copy, you may print a copy from the Website.

ACCOUNT REGISTRATION

To create an account on the Website, or App you must have a valid e-mail address and unique password. Additional information may be collected in connection with your account registration including but not limited to: legal name, date of birth, address, phone number, cell phone or mobile phone number, e-mail address or social security number. You agree to provide accurate and complete information as requested and to keep all information current. Failure to provide the required information may result in termination or suspension of your account with or without notice to you. You acknowledge and agree that Website may collect, use and store your username, password, email address and any other information including PII that you provide for the purposes set out in these Terms of Use or in our Privacy Notice which can be found at <https://www.cisive.com/sites/cisive.com/files/CONTACT19-PRIVACY-NOTICE-6.11.20.pdf>. You agree that the Website may also collect and use other identifiable information such as IP addresses, profile information, aggregate data, and browser types to better manage the Website or App, track Website or App use, advertise products and services, and improve the Website or App.

CONTENT OWNERSHIP

You acknowledge and agree that you are solely responsible for all content in your account including but not limited to the photos, profiles, messages, notes, information, transcripts, documents, immunization records, lab results, health information, and any other content you upload, enter, display, publish, transmit or share on or through the Website or App. You shall not upload, enter, display, publish, transmit or share on or through the Website content that is subject to copyright or trademark protection or any other proprietary information without the proper consent.

You acknowledge and agree that any party you designate may have access to, receive or review content or data designated or permitted by you. You can upload, enter, display, publish or transmit your content or data to any party including a non-user of this Website. Cisive has no control over and does not endorse user provided content. User provided content does not reflect the policies or opinions of Cisive. No representations or warranties, express or implied are made in connection with any content provided by you as to the validity, accuracy, or reliability or any other material or information you upload, publish, enter, share transmit, display or disclose. You understand and agree that Cisive may review and delete, without notice to you, content that Cisive deems a violation of this agreement, that is illegal, offensive, or that might violate any rights or the safety of others. Cisive reserves the right to disclose, in its sole

discretion, any content provided by you that is authorized or required by law or regulation, or is court ordered.

You understand and agree that all information, data, content and other personal information that you provide to Cisive is stored in and is accessible from locations within the United States of America and may be subject to production or disclosure as required by the appropriate United States authorities and applicable United States laws.

You understand that you are solely liable for any losses, expenses, liabilities or damages of any kind incurred as a result of uploading, publishing, entering, transmitting, sharing or displaying any information or data whatsoever, including any parties you designate to have access to, receive or review your information or data. In consideration for use of this Website or App you agree for and on behalf of your heirs, successors and assigns, legal representatives, to hereby forever release and discharge Cisive, its affiliates, subsidiaries, and their respective shareholders, directors, officers, members, managers, employees, representatives, contractors, and agents and their respective heirs, successors and assigns from any and all liabilities, claims, damages, actions and losses in any way related to or connected with any error, omission, disclosure, transmission, loss, display or sharing of your information or data including without limitation, the sharing of your folders in your account or specific items contained within folders in your account, the designation by you for review, receive or have access to your information or data or the direct transmission, disclosure, sharing or publishing of your information or data.

Limited License to Access Website or use App

Cisive grants you a limited, non-transferable, revocable license to access and make personal use of the Website or App subject to your acceptance of and compliance with these Terms of Use. You shall not modify the Website, App or any products, services or content of the Website or App in any way. You shall not copy, reproduce, duplicate, sell or resell the Website or App, or any portion thereof. The limited license does not include any resale or commercial use of the Website or App or its products, services or other content. Derivative use of this Website, or App, its products, services, or other content, or any use of robots, or other data mining, gathering or extraction tools is also prohibited. As a registered Cisive user, you are licensed to keep, for your own personal records, electronic or physical copies of any reports purchased by you or requested by you where you are the subject of the report. Any rights not expressly granted in these Terms of Use are reserved by Cisive.

Use of Information and Data

Cisive does not disclose, sell or otherwise transfer your information or data except as is explained in these Terms of Use, Cisive's CONTACT19 Privacy and Cookie Policy, or as otherwise required or permitted by applicable law. Cisive may share, disclose, transmit, or provide access to your information or data as follows: as provided in these Terms of Use or our CONTACT19 Privacy and Cookie Policy or Privacy Policy; pursuant to your consent, authorization, or designation (for example when you designate educational organizations, business organizations, labs or other persons, entities or organizations to have access to or copies of your, immunization records, lab results, data, or other health information or

contact with others and content or verifications contained within your account; to various types of businesses at which you are asking for physical access, or are enrolled, employed, receiving training or attending, serving as an intern, volunteering or in a similar position, or asking to be considered for the same; when a service provided on this Website or App requires interaction with a third party or is provided by a third party such as an application service provider; Cive's agents, employees, contractors or vendors as necessary to perform or provide the products and services requested such as contact tracing or lab or medical testing; as required by law, subpoena or court order of any court or government agency having jurisdiction over the company; or in the instance that the company is purchased, in which case the purchaser would have access to and use of your information and data in accordance with these Terms of Use.

Business Organization Release

You understand and agree that any business organization or person designated by you shall automatically have access to your information, data and content including without limitation lab test results, immunization records, including COVID-19 immunization records and lab test results, information regarding your current health condition, contact with others and other information contained within your account and designated by you. You hereby agree, approve, authorize and consent to the disclosure, transmission, review and sharing by Cive of your information including lab test results, immunization records, including COVID-19 immunization records and lab test results, information regarding your current health condition, contact with others, and other information that may be required as designated by you to or by (1) any business organization, person or entity designated or authorized by you or (2) Cive including without limitation employees, representatives, contractors, vendors or agents for purposes of performing or providing the products or services requested, purchased or ordered by you or your potential or current employer, volunteer facility or other facility at which you require or desire physical access.

You, on behalf of yourself, your heirs, successors, assigns, and legal representatives hereby release and forever discharge Cive from any and all claims, liabilities, damages, actions or losses in any way connected with the compiling, disclosure, transmission, making available or use of the information such as lab test results, immunization records, including COVID-19 immunization records and lab test results, and other data or content contained within your account including any errors or omissions contained or omitted from such tests or information.

Record Keeping Release

You acknowledge and agree that Cive shall not be responsible for and shall have no liability for the recording keeping practices of third parties such as, but not limited to testing facilities or labs including any Medical Review Officers or medical referral companies, other professional organizations, or other local state or federal organizations. You, on behalf of yourself, your heirs, successors, assigns, and legal representatives hereby release and forever discharge Cive from any and all claims, liabilities, damages, actions or losses in any way connected with the compiling, disclosure, transmission, making available or use of the information, test results, lab test results, immunization records, including COVID-19

immunization and lab test results, information regarding your current health condition, contact with others , data or content contained within your account including any errors or omissions contained or omitted from any information obtained from third parties.

Passwords

All accounts are password protected. When you create your account, you shall choose a unique username and password. You shall not disclose your username or password to any third party or permit any third party the use your username or password. You are solely responsible for maintaining the confidentiality of your username and password and for any and all activities associated with that username and password. You shall notify Cive immediately if you have any suspicion that an unauthorized party is accessing your account. Cive will never ask you for your password in an unsolicited e-mail, phone call or text. You can change your password at any time. You are solely liable for all activity, authorized or not, that occurs on your account.

Ownership of Intellectual Property

Cive owns and retains all proprietary and any other intellectual property rights in, to, or associated with the Cive Website or App. The Website or App contains certain protected materials such as trademarks, copyrights, and other propriety information of Cive and its licensors. You shall not copy, modify, publish, transmit, distribute, perform, display or sell any materials or information contained on or within the Website without the express written consent of Cive. All trademarks, service marks, and logos used on the Website are the sole property of Cive and/or its licensors. All Website or App content created by Cive, its affiliates, licensors, contractors, vendors, or suppliers such as text, logos, graphics, images, java script code, HTML code, and other software is the property of Cive or its affiliates, licensors, contractors, vendors or suppliers. You have no right or license to use any trademarks, service marks, logos, or any other proprietary information contained on the Website or App.

Fees

You acknowledge that Cive has the right to charge for access to the Website or App and for the various products and services offered or provided through the Website or App. Cive may change such fees from time to time in its discretion. The fees charged to user for products and services offered through the Website or App may be established through a contractual relationship either between you and Cive directly and through this Terms of Use, or may be established through a contractual relationship between Cive and its clients.

If Cive terminates your account because of any breach of these Terms of Use, you shall not be entitled to a refund of any kind. You are responsible for the information, content and data uploaded, published, shared, disclosed, entered or displayed on the Website and compliance with these Terms of Use. All fees paid are non-refundable even in the event that your information or data is removed from the Website.

Right to Delete/ Terminate Account

Cisive, in its sole discretion, may delete your account, data, or content with or without notice or liability to you. Cisive reserves the right to permanently block any user who violates these Terms of Use. Even after an account is deleted, Cisive may retain your information for archival purposes so long as there is a reasonable business or legal purpose. Retained information allows Cisive to restore or recover your account in the event of equipment or system failure or to comply with legal requirements.

User Conduct

Users of the Website or App shall not:

1. Upload, publish, display or otherwise disseminate information that a) infringes on any patent, trademark, copyright, trade secret, copyright, rights of privacy or publicity or other propriety right of any party or that infringes on any intellectual property right or applicable law; b) is unsolicited or unauthorized and contains advertising or promotional materials, would be classified as junk mail, spam, chain letters, or a pyramid scheme or any other form of such solicitations; c) is unlawful, deceptive, abusive, threatening, obscene, vulgar, violent, harmful, hateful, harassing, libelous, defamatory, bigoted, prejudicial, racially or ethnically discriminatory, hate speech, inciting unlawful action or otherwise objectionable; d) contains objects or symbols of hate or invades the privacy of a third party; e) contains nudity or pornography, including without any limitation, child pornography; f) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, or interfere with the access of any other Website user, host or network including, without limitation, sending a virus, overloading, flooding, spamming or mail-bombing the Website or App; or g) includes code that is hidden or otherwise surreptitiously contained within the images, audio or video of any information or content that is unrelated to necessary content.
2. Interfere with other users of the Website or App.
3. Solicit or disseminate personal information about other Website or App users without their express written consent.
4. Impersonate or misrepresent your affiliation with any person or entity, create a false identity for use of the Website or App, or otherwise commit fraud.
5. Collect information from or about other Website or App users, by any means for any purpose including but not limited to sending unsolicited email or unauthorized framing or linking to the website or App.
6. Link to the Website or App on any other website or App without the prior written consent of the company.
7. Send unsolicited email or advertisements to Cisive's email addresses or the email address of its officers, directors, shareholders, employees or contractors, or to other Website or App user's email addresses.

8. Re-sell the Website or App or any of the products or services offered, advertised or sold through the Website or App in whole or in part.
9. Modify, adapt, translate, or reverse engineer any portion of the Website, or App or use any robot, spider, site search/ retrieval application or any other device to retrieve or index any portion of the Website.
10. Avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure protecting the Website or App.
11. Attempt to scan, probe or test the vulnerability of Cisive's system or network or breach any security or authentication measures.
12. Falsify any TCP/IP packet header or any part of any header information in any content or in any way use the Website or App to send altered, deceptive, or false source-identifying information.
13. Use any meta tags or other hidden text or metadata utilizing Cisive's name, trademarks, URL or product names without Cisive's express written consent.
14. Remove or alter in any manner any copyright, trademark, or other proprietary use notices contained in or on the Website or App.
15. Violate any applicable law, regulation or ordinance.
16. Use the Website or App in any manner not allowed under these Terms of Use.

Indemnity

You agree to defend, indemnify, and hold Cisive harmless from and against any and all loss, damage, claim, judgment, demand liability or expense (including attorney fees and expenses or costs), in any way related to, arising out of, or connected with:

1. Your use of the Website or App;
2. Information provided by you to the Website or App;
3. Providing false, inaccurate, misleading or fraudulent information or data to Cisive;
4. Your connection to the Website or App;
5. Your violation or breach of any third party right, including without limitation, any intellectual property right, defamation, breach of confidence or privacy right;
6. Any claim that your information or content caused damage to a third party;
7. Violation or breach of these Terms of Use and;

8. Any claim of a violation of the FCRA including, but not limited to, any duties to obtain certification or duty of an employer to provide a proper disclosure and authorization or follow proper adverse action procedures.

Your indemnification and defense obligations shall survive the termination of your account and the termination of your use of the Website or App. You are solely responsible for your actions when using or accessing the Website or App including but, not limited to costs incurred for internet access.

Disclaimer of Representations and Liability

Use of the Website or App is at your sole risk. The information, software, products and services made available through Website may include inaccuracies or typographical errors. The Website and App are provided on an “As Is” and “As Available” basis, except as otherwise prohibited by applicable law. Cisive expressly disclaims any representation or warranty of any kind including, but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement of intellectual property. Cisive does not guarantee any specific results from use of the Website or App. No advice or information, written or oral, obtained from Cisive, or from or through the use of the Website or App shall create any representation or warranty. Cisive does not assume or have any liability for any error, omission, interruption, deletion, defect, delay in operation or transmission, communication line failure, theft or destruction or unauthorized access to or alteration of your communications,, or any other information, data or content. Cisive is not liable for any problems or technical malfunction caused by any of the equipment or programming associated with or utilized by the Website.

To the fullest extent permitted by law, in no event will Cisive, its employees, affiliates, contractors, vendors or suppliers be liable for any indirect, special, incidental, punitive, exemplary or consequential damages or any loss of use or misuse of information, data, business or profits regardless of legal theory, whether or not Cisive has been warned of the potential of such damages and even if a remedy fails of its essential purpose.

Cisive’s aggregate liability for all claims relating to its services or Website or App shall in no event exceed the greater of \$1,000.00 or the amount paid by you to Cisive for the 12 months preceding the services in question. If no fees are paid to Cisive for any product or services injunctive relief shall be the sole remedy, unless prohibited by law, and there shall be no damages of any kind regardless of the cause of the action.

Links

The Website or App may contain links to other websites. Access to other websites is at your own risk. Cisive is not responsible or liable for any other website’s or mobile application’s privacy policy, terms of use, content, products, services and or operations.

Advertiser Relationships

You are free to participate in the promotions of and purchase the products and services of advertisers on the Website, if any. Any such participation, including the delivery of and the payment for products

and services, and any other terms, conditions, warranties or representations associated with such participation are solely between you and the advertiser. Cisive shall have no liability or responsibility for any such participation or transaction.

Non-Commercial Use

The Website or App is for personal use only and may not be used in connection with any commercial endeavors except for those specifically endorsed by Cisive.

Use of Cookies

Cookies are files with a small amount of data that may include an anonymous unique identifier. Cookies are sent to your browser from our website and stored on your computer's hard drive. Like many websites, we use "cookies" to collect information.

When you visit our Website, a "cookie" set on your computer allows our web servers to recognize you whenever you visit. Cisive may use "cookies" for authenticating, tracking, and maintaining specific information about users, such as preferences within the website, identifying the web page from which you entered our site, determining which web pages within the site were visited, and the length of time spent on each page.

The session information collected from "cookies" is used to analyze user activity on our site. Ultimately, we study the information that we obtain in order to enhance the website and provide better service when visitors return to our site. Cisive does not provide the information obtained from "cookies" to outside parties. No personal information is stored in "cookies." You can instruct your browser to refuse all "cookies" or to indicate when a "cookie" is being sent. However, if you do not accept "cookies," you may not be able to use some portions of our Site. More information about cookies can be found [here](#).

Email Choice/ Opt Out

You may choose not to receive Cisive newsletters, advertising or marketing e-mails by choosing the appropriate opt-out option in the Cisive e-mail or contacting us at disputes@cisive.com.

Cell Phone Number Use

By providing your cell phone number, you give express consent to receive texts, notices and phone calls from Cisive to your cell phone, including SMS texts or contact from an "auto-dialer." These texts will be related to Cisive services or products only and will not be in any way for marketing purposes. You can stop receipt of texts or revoke your consent to be texted, messaged or called on your cell phone by contacting Cisive at marketing@cisive.com. You can stop receipt of texts by responding "Stop" to any text from Cisive. Cisive will not sell any phone information provided to it to any third party.

Choice of Laws

Notwithstanding the principles of conflicts of law, the internal laws of the State of New York shall govern and control the validity, interpretation, performance and enforcement of these Terms of Use.

Severability

If any of the terms, provisions, or conditions contained in these Terms of Use shall be deemed invalid, void or unenforceable, that specific term, provision or condition shall be deemed severable and shall not affect the validity or enforceability of any remaining terms, provisions or conditions.

International Users

Cisve may collect, process, and maintain your information in the United States where privacy laws may be different from your home country. If you are accessing or using the Website from outside the United States, you consent to the transfer of your information to the United States for processing and agree that it will be maintained in a manner consistent with applicable law, the Cisive [Privacy Notice](#), and these Terms of Use.