

FlexMinder.com Terms of Service Agreement

Last Revised: June 6, 2017

Terms of Service

The following terms and conditions govern your use of the FlexMinder.com website and/or software and all content, services and products available therein), including, but not limited to, the FlexMinder.com software (collectively, the “Software”). The Software are owned and operated by The Jellyvision Lab, Inc. on behalf of its FlexMinder division (referred to as “FlexMinder”). The Software are offered subject to your acceptance, without modification, of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, FlexMinder’s Privacy and Security Policy – included at the end of this document) and procedures that may be published from time to time on www.flexminder.com, websites owned and/or controlled by FlexMinder (each, a “Website”), or as otherwise made available through third party websites integrated with the Software, all of which are hereby incorporated by reference (collectively, the “Agreement”).

Please read this Agreement carefully before accessing or using the Website or Software. By accessing or using any part of the Website or the Software, you agree to become bound by the terms and conditions of this Agreement. If you do not agree to all the terms and conditions of this Agreement, then you may not access the Website or use the Software.

You may not use the Software and you may not accept this Agreement if you are not of a legal age to form a binding contract with FlexMinder. If you accept this Agreement, you represent that you have the capacity to be bound by it or if you are acting on behalf of a company or entity that you have the authority to bind such entity. Before you continue, you should print or save a local copy of this Agreement for your records.

Description of the Service

FlexMinder works on your behalf to download your health finance information at your request to assist you in managing your health-related expenses. FlexMinder also works on your behalf to submit reimbursement account claims. The Website and Software are not intended to, and should not be relied upon to, provide tax, financial, health, or legal advice.

Your Registration Information

In order to access certain features of the Website and Software, you may be required register to create an account (“Account”), and supply certain information about yourself (“Registration Information”). You agree and understand that you are responsible for maintaining the confidentiality of your password, which, together with your login ID, allows you to access the Software.

By providing us or any third party FlexMinder partner with your e-mail address, you agree to receive all required notices electronically at that e-mail address. It is your responsibility to update or change the e-mail address on file with us or an applicable third party FlexMinder partner, as appropriate. If you become aware of any unauthorized use of your Registration Information or Account, you agree to immediately notify FlexMinder.

Your Use of the Software

Your right to access and use the Website and the Software is personal to you and is not transferable by you to any other person or entity. You are only entitled to access and use the Website and Software for lawful purposes. You are solely responsible for all transactions and transmissions that occur through the use of your Account.

Accurate records enable FlexMinder to provide the Software to you. You must provide true, accurate, current and complete information about your accounts maintained by insurance carriers, as requested in our “add account” setup forms, and you may not misrepresent your Registration Information. In order for the Software to function effectively, you must also keep your Registration Information up to date and accurate. If you do not do this, the accuracy and effectiveness of the Software to you will be affected. You acknowledge and agree that you will only use the Software to submit reimbursement claims that are eligible for special tax treatment pursuant to applicable laws governing flexible spending accounts (FSA), health reimbursement accounts (HRA) or limited flexible spending accounts, as applicable.

Your access and use of the Website and Software may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Website, or other actions that FlexMinder, in its sole discretion, may elect to take.

Account Information from Third Party Sites

You may direct FlexMinder to retrieve your information (“Account Information”) maintained online by certain third party insurance company and healthcare-related websites (collectively, “Healthcare Websites”) with which you have customer relationships, maintain accounts or engage in healthcare transactions.

FlexMinder will not review the Account Information for accuracy, legality or non-infringement, and is not responsible for the content of the Account Information. FlexMinder is not responsible for the content, products and services offered by or on the Healthcare Websites.

Please note that your relationship with each Healthcare Website is governed by the agreement you have with such Healthcare Website and any information you provide to such Healthcare Website or that is held by the Healthcare Website and the storage thereof, is subject to such agreement. Any risk of loss relating to healthcare information that you make available via the Website and Service lies entirely with you.

FlexMinder cannot always foresee or anticipate technical or other difficulties, which may result in failure to obtain data or loss of data, personalization settings or other service interruptions. FlexMinder cannot assume responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any user data, communications or personalization settings. For example, when displayed through the Software, Account Information is only as fresh as the time shown, which reflects when the information is obtained from a Healthcare Website. Such information may be more up-to-date when obtained directly from the relevant Healthcare Website. You can refresh your Account Information through the Software.

FlexMinder Offers and Third Party Links

The Website may contain links to third party websites or resources offered by third parties that may be complementary to your use of the Website, such as reimbursement account eligible healthcare products (collectively, “FlexMinder Offers”). These FlexMinder Offers may be custom matched to you based on information stored in the Software, queries made through the Software or other information. FlexMinder does not endorse, warrant or guarantee the products or services available through the FlexMinder Offers (or any other third party products or services advertised on or linked to from the Website) and FlexMinder is not an agent or broker or otherwise responsible for the activities or policies of those third party websites. FlexMinder does not guarantee that the FlexMinder Offers products are Section 125 eligible or eligible as part of your employers’ plan.

Online and Mobile Alerts

FlexMinder may from time to time provide automatic alerts and voluntary Account-related alerts. Automatic alerts may be sent to you following certain changes made online to your FlexMinder Account, such as a change in your Registration Information.

Voluntary Account alerts may be turned on by default as part of the Software. They may then be customized, deactivated or reactivated by you. These alerts allow you to choose alert messages for your Account. FlexMinder may add new alerts from time to time, or cease to provide certain alerts at any time upon its sole discretion. Each alert has different options available, and you may be asked to select from among these options upon activation of your alerts service.

Electronic alerts will be sent to the email address you have provided as your primary email address for your Account. If your email address or your mobile device phone number changes, you are responsible for informing us of that change.

Because alerts are not encrypted, we will never include your passcode. However, alerts may include your Account Login ID and some information about your Account. Depending upon which alerts you select, information such as an account balance or notification of an existing reimbursement claim amount may be included. Anyone with access to your email will be able to view the content of these alerts. At any time you may disable future alerts.

You understand and agree that any alerts provided to you through the Software may be delayed or prevented by a variety of factors. FlexMinder does its best to provide alerts in a timely manner with accurate information. However, we neither guarantee the delivery nor the accuracy of the content of any alert. You also agree that FlexMinder shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

Rights You Grant to FlexMinder

By submitting information, data, passwords, usernames, PINs, other log-in information, materials and other content (“Content”) to FlexMinder through the Service, you are granting a license to FlexMinder to use the Content for the purpose of providing the Software. FlexMinder may use and store the Content, but only to provide the Software to you and as described in the FlexMinder Privacy and Security Policy. By submitting any Content to FlexMinder, you represent that you are entitled to submit it to FlexMinder for use for this purpose, without any obligation by FlexMinder to pay any fees or other limitations.

By using the Software, you expressly authorize FlexMinder to access your Account Information maintained by identified third parties, on your behalf as your agent. When you use the “Connect Accounts” feature of the Software, you will be directly connected to the website for the third party you have identified. FlexMinder will submit information including usernames and passwords that you provide to log you into the site. You hereby authorize and permit FlexMinder to use and store information submitted by you to the Software (such as account passwords and user names) to accomplish the foregoing and to configure the Service so that it is compatible with the third party sites for which you submit your information. For purposes of this Agreement and solely to provide the Account Information to you as part of the Service, you grant FlexMinder the right to act as your agent, to access third party sites, retrieve and use your Account Information with the full power and authority to do and perform each thing necessary in connection with such activities, as you could do in person. You acknowledge and agree that when FlexMinder is accessing and retrieving Account Information from third party sites, FlexMinder is acting as your agent, and not as the agent of or on behalf of the third party. You understand and agree that the Software is not sponsored or endorsed by any third parties accessible through the Software.

FlexMinder’s Intellectual Property Rights

The contents of the Website and Software, including its user interface design (e.g., logos and button icons, images, graphics, text), photographs, editorial content, notices, software and other material are protected under both United States and other applicable copyright, trademark and other laws. The contents of the Website belong or are licensed to FlexMinder. FlexMinder grants you the right to view and use the Website and the Software subject to the terms and conditions of this Agreement. You may download or print a copy of information provided on the Website for your personal, internal and non-commercial use only. Any distribution, reprint or electronic reproduction of any content from the Website or Software, in whole or in part, for any other purpose is expressly prohibited without our prior written consent.

General Prohibitions

You agree that you will not do any of the following:

- Use any scraper, crawler, robot, spider, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Website, or

any portion of the Website, without FlexMinder's express written consent, which may be withheld in FlexMinder's sole discretion;

- Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Website or the Service;
- Use the Website or Software to transmit, copy, reproduce, republish, upload, post, transmit, e-mail, or distribute in any way material or content that infringes any copyright, trademark, proprietary, or other right of any party or that violates this Agreement;
- Copy (except as set forth above for noncommercial personal use), modify, distribute, create any derivative or compilation work from, or display FlexMinder's name or logo, or any text, graphic images, or other content from the Website or redeliver such content using framing or similar technology;
- Use any device designed to provide repeated automated access to any Website other than those made generally available by FlexMinder;
- Collect, harvest, or store personal data about other users of the Website or the Software;
- Upload, e-mail or otherwise transmit to FlexMinder or through the Website or any FlexMinder computer network any of the following: a sexually-explicit image or statement; advertising, promotional, or other unauthorized communication, including without limitation, "junk mail," surveys, unsolicited e-mail, "spam," "chain letters," "pyramid schemes," or other inappropriate or prohibited materials; and any material that contains viruses, Trojan horses, worms, time bombs, cancelbots, Easter eggs, or any other computer code, files or programs that might interrupt, limit or interfere with, damage, surreptitiously intercept or expropriate any system, data or information related to the Website or any computer software, hardware or communications equipment that is owned, leased or used by FlexMinder;
- Use the Website or Software to post or transmit any threatening, false, misleading, abusive, harassing, libelous, defamatory, vulgar, obscene, scandalous, inflammatory, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law;
- Take any action that imposes, or may impose, in FlexMinder's sole discretion, an unreasonable or disproportionately large load on FlexMinder's computer system or infrastructure;
- Interfere or attempt to interfere with the proper working of the Website, the Service, or any activities conducted on the Website; or
- Bypass measures used by FlexMinder to prevent or restrict access to the Website or the Software, violate or attempt to violate the security or authentication measures of the system, or attempt to prove, scan, or test the vulnerability of a system or network without proper written authorization from FlexMinder.

Content You Provide or Transmit

With respect to any Content you submit to or through the Website or Software (whether by email, a user submissions form, or otherwise), you represent and warrant that:

- The Content does not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, right of publicity, right of personality, or privacy rights, of any third party;
- If your employer has rights to the Content, you have either (i) received permission from your employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a waiver as to all rights in or to the Content;

- The Content is not getting advertised via unwanted electronic messages such as spam links on newsgroups, email lists, other blogs and web sites, and similar unsolicited promotional methods;
- The Content is not identified in a manner that misleads readers into thinking that you are another person or company; and
- If the Content constitutes a reimbursement claim, such claim is FHA/HRA or Limited FSA eligible, whichever is applicable.

Without limiting any of the foregoing representations and warranties, FlexMinder has the right (though not the obligation) to, in FlexMinder's sole discretion, (i) refuse or delete any Content that, in FlexMinder's reasonable opinion, violates any FlexMinder policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Website or Software to any individual or entity for any reason. By submitting Content to FlexMinder, you grant FlexMinder a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content, subject to the terms and conditions of this Agreement and the Privacy Policy.

DISCLAIMER OF WARRANTIES

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT THE WEBSITE, THE SOFTWARE, AND ALL INFORMATION, SERVICES, AND CONTENT AVAILABLE THROUGH THE WEBSITE OR THE SERVICE, ARE FURNISHED FOR GENERAL INFORMATIONAL PURPOSES ONLY, AND ARE FURNISHED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY IMPLIED OR EXPRESSED WARRANTY OF ANY KIND (INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, SECURITY, CORRECTNESS AND NON-INFRINGEMENT). FLEXMINDER AND ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, AND AFFILIATES (COLLECTIVELY, THE "FLEXMINDER PARTIES") MAKE NO REPRESENTATION OR WARRANTY REGARDING, ARE NOT RESPONSIBLE FOR, AND DISCLAIM ALL LIABILITY FOR, THE CONTINUED AVAILABILITY, RELIABILITY, ACCURACY, RESULTS OR PERFORMANCE OF THE WEBSITE, SOFTWARE OR ANY MATERIAL ON THE WEBSITE, THE PERFORMANCE OF THE INTERNET, THE DOWNLOADING COMPATIBILITY OF ANY MATERIALS OR SOFTWARE WITH YOUR COMPUTER SYSTEM, THE EXISTENCE OF ANY VIRUS, WORM, MALICIOUS CODE OR OTHER DISABLING DEVICE FROM ANY SOURCE, THE UNAUTHORIZED ACCESS TO OR USE OF YOUR INFORMATION BY A PARTY OTHER THAN FLEXMINDER, ANY TECHNICAL FAILURES (INCLUDING HARDWARE OR SOFTWARE FAILURES), INCOMPLETE, SCRAMBLED, OR DELAYED COMPUTER TRANSMISSIONS, AND/OR TECHNICAL INACCURACIES, OR LOSS OR USE OF DATA, AS WELL AS UNAUTHORIZED ACCESS OF USER TRANSMISSIONS BY THIRD PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NO ONE IS AUTHORIZED TO MAKE ANY WARRANTY ON FLEXMINDER'S BEHALF, AND YOU CANNOT RELY ON ANY OTHER STATEMENT OF WARRANTY. YOU ASSUME RESPONSIBILITY FOR THE ACCURACY, APPROPRIATENESS, AND LEGALITY OF ANY INFORMATION YOU SUPPLY TO FLEXMINDER. IF YOU LIVE IN A STATE THAT DOES NOT ALLOW THE WAIVER OF CERTAIN WARRANTIES DESCRIBED IN THIS SECTION, SOME OF THESE WAIVERS MAY NOT APPLY TO YOU.

No Advice

Neither the Website, nor the Software are intended to, and should not be relied upon to, provide legal, health or financial advice. FlexMinder is not a healthcare or financial planner or advisor. The Website and Software are intended only to assist you in organizing, understanding and managing your healthcare-related spending and are broad in nature and in scope. Your personal healthcare related situation is unique, and any information and advice obtained through the Website and/or Software may not be appropriate for your situation. Accordingly, before making any final decisions or implementing any healthcare related strategy, you should consider obtaining additional information and advice from professional advisers who are fully aware of your individual circumstances.

Privacy

Your use of the Website and/or Software is also subject to FlexMinder's Privacy and Security Policy (included at the end of this document), which is incorporated herein by reference in its entirety.

LIMITATION OF LIABILITY

YOU AGREE THAT THE FLEXMINDER PARTIES ARE NOT LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES. IN NO EVENT SHALL THE FLEXMINDER PARTIES' TOTAL LIABILITY TO YOU FOR ANY DAMAGES, LOSSES, FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS), WHETHER IN CONTRACT, TORT, TRESPASS OR OTHERWISE EXCEED THE LESSER OF THE AMOUNT (IF ANY) PAID BY YOU TO FLEXMINDER TO PURCHASE THE PARTICULAR PRODUCTS OR SOFTWARE WHICH FORM THE BASIS OF YOUR CLAIM, OR FIVE UNITED STATES DOLLARS (U.S. \$5.00) IF YOU HAVE NOT PAID ANY AMOUNTS TO FLEXMINDER. IF YOU LIVE IN A STATE THAT DOES NOT ALLOW THE LIMITATIONS OR DAMAGES WAIVERS DESCRIBED IN THIS SECTION, SOME OF THESE LIMITATIONS OR WAIVERS MAY NOT APPLY TO YOU. YOU AGREE TO PROMPTLY NOTIFY FLEXMINDER IN WRITING IF YOU BELIEVE YOU HAVE ANY CLAIM AGAINST THE FLEXMINDER PARTIES, AND, IN ANY EVENT, YOU AGREE THAT ANY CLAIM NOT BROUGHT WITHIN ONE (1) YEAR OF YOUR DISCOVERY SHALL BE DEEMED WAIVED AND RELEASED.

Indemnification

You agree to indemnify and hold harmless FlexMinder, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of: (i) breach of this Agreement; (ii) your use or misuse of the Website or the Software; (iii) violation of any person's or entity's legal rights (including, without limitation, copyright, patent, trade secret, trademark, or other proprietary rights, or publicity, contract, moral, or privacy rights); (iv) violation of any applicable law, rule, or regulation; (v) negligence, recklessness, or misconduct; or (vi) unauthorized use of your Account Information by a party other than FlexMinder.

Modifications

FlexMinder reserves the right, at its sole discretion, to modify or replace any part of this Agreement. If we make material revisions to this Agreement, we will use the date at the top of this Agreement to indicate the date it was last revised. The revised Agreement will be effective immediately upon its being posted on this Website. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Website or Software following the posting of any changes to this Agreement constitutes acceptance of those changes. FlexMinder may also, in the future, offer new services and/or features through the Website (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.

Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of the State of Illinois without regard to its conflict of laws rules. You expressly agree that exclusive jurisdiction for any claim or dispute with Jellyvision or affiliates or relating in any way to your use of the Service resides exclusively in the courts of Illinois, and you further consent and agree to personal jurisdiction by the state and federal courts sitting in the State of Illinois, Cook County, in connection with any such dispute.

Miscellaneous

For purposes of this Agreement, the parties hereto shall be independent contractors and neither shall at any time be considered an agent or employee of the other. No joint venture, partnership, or like relationship is created between the parties by this Agreement.

If any portion of this Agreement is deemed unlawful, void or unenforceable by any court of competent jurisdiction, this Agreement as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of this Agreement that is unlawful, void or unenforceable shall be stricken from this Agreement.

You agree that if FlexMinder does not exercise or enforce any legal right or remedy which is contained in the Agreement (or which FlexMinder has the benefit of under any applicable law), this will not be taken to be a formal waiver of FlexMinder's rights and that those rights or remedies will still be available to FlexMinder.

All covenants, agreements, representations and warranties which by their nature should survive that

termination of this Agreement shall survive your acceptance of this Agreement and the termination of this Agreement (e.g., limitation of liability, disclaimer of warranties, dispute resolution, and indemnification).

This Agreement, along with the FlexMinder Privacy and Security Policy, constitute the entire and exclusive understanding and agreement between FlexMinder and you regarding the Website, Software and Content, and supersede and replace any and all prior oral or written understandings or agreements between FlexMinder and you regarding the Website, Software and Content.

Contacting Us

If you have any questions about these agreements, please contact us at info@flexminder.com or at: 848 W. Eastman, Suite 104, and Chicago, IL 60642

FlexMinder Privacy and Security Policy

Last Revised: June 6, 2017

The Jellyvision Lab, Inc. on behalf of its FlexMinder division (the “company” or “we” or “FlexMinder”) respects the privacy of visitors to its website located at <http://www.FlexMinder.com> (together with any websites or Software owned and/or controlled by FlexMinder, the “Website”). This Privacy and Security Policy (this “Policy”) is provided to help you better understand how we obtain, use, share, and protect your personal information. By using this Website and/or the Software, you agree to the FlexMinder.com Terms of Service Agreement and this Policy, which is incorporated herein by reference in its entirety. FlexMinder may revise this Policy at any time in its sole discretion, and any revisions shall be effective as of the date of publication. By continuing to use this Website and/or the Software, you agree to any new revisions to the Policy.

Aggregate Data. We generally record certain usage information, such as the number and frequency of visitors to this Website. This information may include the websites that you access immediately before and after your visit to our Website, the internet browser you are using, and your IP address. If we use such data at all, it will be on an aggregate basis, and we will not disclose to third parties any information that could be used to identify you personally.

Personally Identifiable Information. If you voluntarily submit information to our Website and/or the Software, for example, in a request for general information, through the submission of a business proposal, or in order to create an account with us, we may record and use any personally identifiable information, such as your name, phone number and e-mail address, for reasonable business purposes including, but not limited to, fulfilling your request. We will not use your personally identifiable information for any other purpose without your permission. We may use internal service providers to operate our Website and employ other persons to perform work on our behalf, such as sending postal mail and e-mail. These persons may have access to the personally identifiable information you submit through the Website and/or Software, but only for the purpose of performing their duties. These persons may not use your personally identifiable information for any other purpose. We will not provide any personally identifiable information to any other persons unless we are required to make disclosures to the government or private parties in connection with a lawsuit, subpoena, investigation or similar proceeding. We can (and you authorize us to) disclose any such information in those circumstances.

Non-personally Identifiable Information. This Website also collects non-personally identifiable user information, such as internet protocol (IP) addresses, cookies, internet tags and navigational data (server log files). This information is anonymized and is used for system management and to improve the content and navigation of the site. We do not match personally identifiable information with non-personally identifiable information. In other words, we do not link personal information (name, etc.) with visit information, such as pages visited or files downloaded. In effect, all such visit information is anonymous.

Anonymous Statistics. FlexMinder may anonymize Content contained in your Account and may aggregate it with other user accounts. This information may be used to inform FlexMinder of healthcare cost and reimbursement account usage patterns, and for other related business purposes. All such data will remain anonymous. FlexMinder does not disclose personally-identifying information other than as described below.

Information Disclosure Policy. Any personally identifiable information you submit to us is for exclusive use by FlexMinder or other entities that are involved in the operation or fulfillment purposes of this Website. It will not be shared with any other party, except (i) if required by law, subpoena or court order, or (ii) in connection with a change of control or sale of at least a majority of FlexMinder’s assets or outstanding voting securities, or (iii) as otherwise provided in this Policy. We do not sell, trade or rent personally-identifying information about our users.

Information Security

While FlexMinder cannot guarantee the security of your personally identifying information and health information under all circumstances, FlexMinder does take reasonable steps to protect your personally identifying information and other information from loss, misuse, or unauthorized alteration by using industry- recognized security safeguards, coupled with carefully developed security procedures and practices. Whenever we download or transmit sensitive information, such as health information, we encrypt that information. Any personal information and health information that we store is also encrypted to protect against unauthorized access.

However, please remember that the Internet is not a 100% secure environment, and therefore FlexMinder cannot and does not guarantee that information you provide through the FlexMinder Software may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards.

FlexMinder Health Information Authorization to Allow Disclosure of Information

By using the Software or signing a document which contains the terms herein, I hereby authorize the disclosure, receipt, and use of my health and payment information as described below. I understand that this authorization is voluntary and that I may refuse to use the Software and that I may revoke it at any time by submitting my revocation in writing to FlexMinder.

Persons/organizations authorized to provide the information:

I hereby authorize all persons and entities presented with this authorization in paper or electronic form to provide my health and payment information, as defined below, to FlexMinder.

Persons/organizations authorized to receive the information include: FlexMinder, its employees, agents, subcontractors and third party administrators or partners that FlexMinder may contract with in order to provide the Software to you.

Specific description of information to be used or disclosed: This authorization applies to all of my health, medical, treatment, billing, payment, and insurance information and all related information and data, necessary for FlexMinder, Inc. to provide Software described in the FlexMinder, Inc. Terms of Service (this information is referred to in this Authorization collectively as "Health and Payment Information"). This authorization includes, without limitation, medical history, mental and physical condition, mental health records, genetic testing information, drug and/or alcohol abuse and treatment records, and HIV or other sexually transmitted infection records and test results. I authorize FlexMinder to access my Health and Payment Information on the websites for which I provide FlexMinder with my login credentials, e.g., username and password.

Specific purpose of the disclosure: I understand that FlexMinder will use my health and payment information specified in this authorization to provide the Software specified in the Terms of Service and any additional services I authorize.

Important Information About Your Rights

I have read and understood the following statements about my rights:

- I may revoke this authorization at any time prior to its expiration date by notifying FlexMinder in writing, but the revocation will not have any effect on any actions taken before FlexMinder received the revocation.
- I may see and copy the information described on this form if I ask for it.
- I am not required to consent to this Health Information Authorization to receive my health care benefits (enrollment, treatment, or payment).
- The information that is used or disclosed pursuant to this authorization may be disclosed by FlexMinder under the following circumstances (i) as necessary to provide the Software offered on the

Website, (ii) if compelled by law, subpoena or court order, or (iii) in connection with a change of control or sale of at least a majority of FlexMinder's assets or outstanding voting securities.

- Once the information is disclosed by FlexMinder as described above, FlexMinder has no control over the disclosure by a third party recipient.

Contacting Us:

If you have any questions about these agreements, please contact us at info@flexminder.com or at: 848 W. Eastman, Suite 104, Chicago, IL 60642