

Sharecare Terms and Conditions for CarePlus Members

Welcome to the [CarePlus Member Rewards Program] (the “Program”), administered by Sharecare. For those eligible to participate in the Program, the following disclosures, terms, and conditions apply. When used in this document, “we,” “our,” and “us” refer to Sharecare. Sharecare provides offline, web, and mobile delivery of traditional health, wellness, and other services on behalf of CarePlus. The Program encourages a healthy lifestyle and rewards people for completing eligible activities that may help them on their overall health journey. Sharecare provides wellness support and rewards that may help people live healthier lives.

The Program is voluntary and designed to help you as you work towards improving your health and well-being. Should you choose to participate in the wellness and rewards program, you may be asked to complete a voluntary health assessment known as the RealAge test. If you choose to complete it, the information from your RealAge assessment will be used to provide you with information to help you understand your current health and potential health risks and will also be used to offer you educational resources through the wellness and rewards program, such as education on recommended activities and reaching your health goals.

Please read these terms and conditions carefully as it sets forth binding legal terms for participation in the Program.

Program participation

In some instances, both these Terms and Conditions and separate guidelines, rules, or terms of service, setting forth additional or different terms and/or conditions will apply to your use of the Program (in each such instance, and collectively, “Additional Terms”). For example, in addition to these Terms and Conditions, any promotion we may offer as part of the Program, may also be subject to the Additional Terms, and will also govern participation, and our execution, of each such promotion.

Information accuracy. You will provide true, accurate, complete information about yourself and your activities in connection with your participation in the Program. You are solely responsible for all activities that occur under the account—whether or not you authorized the activity. You are solely responsible for maintaining and restricting access to your fitness device if you choose to connect it to the Program.

Communications, notices and customer service

By registering for the Program, you agree that: (i) we may give you notices of important matters by prominently posting notices on the home page of the Program or in another reasonable manner we determine in our sole discretion; and (ii) we may contact you and send you communications by postal mail, e-mail, telephone, and text at the addresses and phone numbers that you provide to us. You may modify certain types of mail and communications that you receive from us about the Program by indicating your communication preferences within the account settings section of the website or app. For Sharecare support, please call 1-800-794-5907 (TTY:711).

Privacy, Data Confidentiality, and Use of Your Information

Your program data is used, shared and protected as outlined below and in Sharecare's Privacy Policy located at www.sharecare.com/terms/privacypolicy. We may use your personal information as described below subject to your consent. To withdraw your consent for any uses of Personal Information described above, please contact us at privacy@sharecare.com

- **What is personal information?**

Personal information is health information and any information that identifies you; like your name, address, telephone number, and email address. This information also includes any personal and health information about your physical or mental health, which is created or received by a healthcare provider or Sharecare. We protect all of this information, whether it is spoken, written down, or part of an electronic record as required by privacy laws including Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

- **We collect information in the following ways:**

- Information You Give Us Upon Registration. Many of our Services require you to sign up for a Sharecare Account. When you do, we'll ask for Personal Information like your name, email address, telephone number or credit card. If you want to take full advantage of the sharing features we offer, we might also ask you to create a publicly visible Sharecare Profile, which may include your name and photo.
- Information from Your Employer or Health Plan. When you are eligible to participate in the Program, CarePlus may provide us with information such as your name, date of birth, gender, mailing address, health coverage details, and health plan identification number, among other things. We use this information to provide services to you on behalf of your health plan or employer, in our capacity as a business associate under HIPAA.
- Information Provided to Us by Your Healthcare Provider or Third-Party Lab. When you participate in the Program and are asked to obtain your health screening, we may receive information such as your biometric data and blood test data and results.
- Information from Other Sources. We may obtain information about you from affiliates, partners, and other third parties. This information may be used to provide Services to you and to provide analysis about you in comparison to people who are demographically similar to you. We may combine the information we obtain from third parties with information that we have collected about you.

- **How We Use Information We Collect**

- To Provide Services To You. We use the information that we collect about you to provide, maintain, protect and improve the Services that Sharecare provides to you.
- To Provide Programs To You. We use the information that we collect about you to provide the Program services on behalf of CareSource to you.

- Analytics. We use analytics tools and other third-party technologies, such as Google Analytics, to collect non-personal information in the form of various usage and user metrics when you use our site.
- To Improve Our Services. We use de-identified, anonymous information that we collect about you for statistical and analysis purposes to improve our products and services, and to provide population statistical analysis and well-being trend information.

- **What Information We Share**

We take your privacy seriously. We do not sell your personal information to third parties and all information disclosed is the minimum amount necessary to fulfill the legitimate business purpose. We do not sell anyone's sensitive data to data miners or data brokers. We do not share personal information with companies, organizations and individuals outside of Sharecare except in the following circumstances:

- With Your Consent. We may share your personal information with companies, organizations or individuals outside of Sharecare when we have your consent to do so.
- CarePlus. Under U.S. laws, we may share personal information with your health plan for the administration of your plan.
- At CarePlus' Direction. We may share your information according to the direction of CarePlus and any privacy policy and/or contractual requirements that they may ask us to comply with.
- Healthcare Providers. We may share information with your healthcare providers and any clinics or organized healthcare organizations with whom they are associated, provided such sharing is allowable under HIPAA.
- Third-Party Service Providers. We may disclose your personal information to our business associates who perform various functions on our behalf, but Sharecare requires these third parties to agree in writing to safeguard your information appropriately and in accordance with the law.
- For Legal Reasons. We may disclose any information about you when, in our opinion, such disclosure is necessary to prevent fraud or to comply with any statute, law, rule or regulation of any governmental authority or any order of any court of competent jurisdiction. We will share Personal Information with companies, organizations or individuals outside of Sharecare if we have a good-faith belief that access, use, preservation or disclosure of the information is reasonably necessary to: enforce applicable Terms of Use, including investigation of potential violations; detect, prevent, or otherwise address fraud, security or technical issues; and protect against harm to the rights, property or safety of Sharecare, our users or the public as required or permitted by law.
- In a Transaction. As we continue to develop our business, we might sell, buy or merge with companies, subsidiaries, or business units. In such transactions, data generally is one of the transferred business assets but remains subject to the promises made in any pre-existing privacy statement (unless, of course, the person consents otherwise). Also,

in the unlikely event that Sharecare or all of its assets is acquired, your information may be one of the transferred assets.

- After Being Fully Deidentified, Incapable of Reidentification. We may share aggregated, de-identified information publicly and with our partners to evaluate the effectiveness, value, and analytic trends of the Services.

- **How we protect your personal information**

We work hard to protect Sharecare and our users from unauthorized access to or unauthorized alteration, disclosure or destruction of information we hold. Sharecare is committed to using industry-leading security practices such as ISO27001 and HITRUST. In particular:

- We comply with HIPAA's security rule
- We encrypt many of our Services using SSL.
- We review our information collection and storage and processing practices, including physical security measures, to guard against unauthorized access to systems.
- We restrict access to personal information to Sharecare employees, contractors and agents who need to know that information in order to process it for us, and who are subject to strict contractual confidentiality obligations and may be disciplined or terminated if they fail to meet these obligations.
- We keep personal information housed on servers in the United States.

- **What should I do if I believe my privacy has been compromised?**

If you believe your privacy has been compromise in any way, please let us know at once or file a complaint by contacting:

Sharecare Privacy Office
255 East Paces Ferry Road NE, Suite 700
Atlanta, GA 30305
privacy@sharecare.com

Rights and Responsibilities

You have the right to:

- Receive understandable information.
- Receive information about Sharecare, including: services provided on behalf of your health plan, employer or plan sponsor; Sharecare colleagues and colleague qualifications; and contractual relationships.
- Decline participation, revoke consent or dis-enroll from services offered by Sharecare.
- Be treated courteously and respectfully by Sharecare colleagues.
- Communicate complaints to Sharecare and receive instructions on how to use the complaint or appeal process that includes Sharecare's standards of timeliness for responding to and resolving complaints and quality issues.
- Have information about Sharecare (including programs and services provided on behalf of CarePlus), its staff and its staff's qualifications and any contractual relationship.

- Know which staff are responsible for managing their services and from whom to request a change.
- Be supported by Sharecare to make healthcare decisions interactively with their practitioners.
- Be informed of all treatment options included or mentioned in clinical guidelines, even if a treatment is not covered, and to discuss options with treating practitioners.
- Have personal identifiable data and medical information kept confidential; know what entities have access to their information; know procedures used by the organization to ensure security, privacy and confidentiality.

You are expected to:

- Participate in the program and follow care advice offered by Sharecare.
- Provide Sharecare with information necessary to carry out its services.
- Notify Sharecare and the treating practitioner if you revoke your consent or disenroll from the Program.
- Submit any forms that are necessary to participate in the program, to the extent required by law.
- Give accurate clinical or health condition information.
- Supply accurate contact information and to notify Sharecare of changes in this information.
- Advise your treating provider of your participation in Sharecare programs.

General provisions

Our Warranties and Disclaimers

We provide our services using a commercially reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things that we don't promise about our services.

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OR ADDITIONAL TERMS, NEITHER SHARECARE NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICES, THE SPECIFIC FUNCTIONS OF THE SERVICES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE SERVICES "AS IS."

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

Liability for our Services

WHEN PERMITTED BY LAW, SHARECARE AND SHARECARE'S SUPPLIERS AND DISTRIBUTORS WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF SHARECARE, AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS

LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES (OR, IF WE CHOOSE, TO SUPPLYING YOU THE SERVICES AGAIN).

IN ALL CASES, SHARECARE, AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

Release, assumption of Risk and Waiver

By accepting these Terms and Conditions, you acknowledge that you are doing so voluntarily and with the understanding that Sharecare is not providing medical advice. You understand that any activities or other information presented to you are not substitutes for a medical professional's evaluation and treatment.

These activities may involve risks and may not be appropriate for everyone. Before taking part in any Sharecare activities you should obtain necessary medical advice about participating in the Program from your personal healthcare providers, including a thorough evaluation and review of your present physical condition and guidance regarding which activities are safe and appropriate for you. You acknowledge and understand that regardless of your physical condition while participating in the Program, certain elements of the program may involve risk of injuries or aggravation of preexisting injuries, diseases, or physical conditions.

In exchange for the right to participate in the Program, you agree to indemnify and hold harmless Sharecare and its affiliates, officers, agents, and employees from any and all damages, losses, liabilities, claims, and costs arising from or related to the use of the services or violation of these terms, including any liability or expense that directly or indirectly arise from or are related to: (i) your activities in connection with the Program; (ii) your use of the Program or rewards earned through the Program; (iii) your breach or anticipatory breach of these Terms and Conditions or any other guideline, rule, or terms of service related to or part of the Program; (iv) your violation or anticipatory violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Program or your activities in connection with the website and the Program; (v) information or material transmitted through your device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (vi) any misrepresentation made by you; and (vii) our use of the information that you submit to us.

About these Terms

Our Terms of Use may change from time to time. If we change this Terms of Use, we will post any applicable changes on this page and, if the changes are material, we will provide a more prominent notice by sending you an email and/or posting a notice in the Services. Sharecare reserves the right to modify this Terms of Use at any time, so please review it frequently.

We may modify these terms or any additional terms that apply to a Service to, for example, reflect changes to the law or changes to our Services. We'll post notice of modified additional terms in the applicable Service. Changes will not apply retroactively and will become effective no sooner than fourteen days after they are posted. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service.

If there is a conflict between these terms and the additional terms, the additional terms will control for that conflict.

These terms control the relationship between Sharecare and you. They do not create any third party beneficiary rights.

If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

The laws of Georgia, USA, excluding Georgia's conflict of laws rules, will apply to any disputes arising out of or relating to these terms or the Services.

Resolving Disputes

You and Sharecare agree that any judicial proceeding will be brought in the federal or state courts with jurisdiction over Atlanta, Georgia, USA. Both you and Sharecare consent to venue and personal jurisdiction there.

Contact Us

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Atlanta, GA 30305
compliance@sharecare.com