

## Terms of Use

Welcome to Mynder (www.mynder.com), the health search engine designed with your community in mind. This website is owned and operated by MediVault, LLC, d/b/a Mynder, and/or its affiliates (collectively, “Mynder”).

Please read these terms and conditions (the “Terms”) carefully. Using or registering to be a user of Mynder means you agree to the Terms set herein. Failure to agree with the Terms precludes you from using Mynder.

### **MYNDER DOES NOT PROVIDE HEALTHCARE SERVICES OR MEDICAL ADVICE**

ALL CONTENT ON MYNDER.COM, INCLUDING TEXT, IMAGES, AND VIDEO (THE “CONTENT”), IS PROVIDED FOR EDUCATIONAL PURPOSES ONLY. THE CONTENT IN NO WAY CONSTITUTES NOR IS INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE. PROFESSIONAL MEDICAL AND HEALTHCARE ASSESSMENTS VARY BASED ON THE CIRCUMSTANCES OF EACH CASE AND THE BACKGROUND OF EACH INDIVIDUAL. MYNDER CONTENT CANNOT TAKE THE PLACE OF PROFESSIONAL MEDICAL CONSULTATION. ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTHCARE PROVIDER WITH ANY QUESTIONS YOU MAY HAVE REGARDING DIAGNOSIS OR TREATMENT OF A MEDICAL CONDITION. MYNDER DOES NOT, EITHER EXPRESSLY OR IMPLIEDLY, ENDORSE, RECOMMEND, OR ASSUME RESPONSIBILITY FOR INFORMATION INCLUDED IN THE CONTENT, INCLUDING BUT NOT LIMITED TO: PHYSICIANS; PRODUCTS AND SERVICES; MEDICAL RESEARCH, REPORTS AND THEORIES; AND, OTHER INFORMATION THAT APPEARS IN SEARCH RESULTS. IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR 911 IMMEDIATELY.

### **Enrollment for Services and User Account**

Mynder serves all Internet users. However, certain services are available to registered users only. By registering, you affirm that you are 13 years of age or older. There is no charge for registration with Mynder. We may, however, opt to charge registration fees in the future.

Registering with Mynder requires certain contact and personal information. False, incorrect, or outdated information may prevent you from registering and impair our ability to provide you with services and to contact you. We explicitly identify the mandatory fields. Failure to enter data in these fields will prevent registration with Mynder.

Your e-mail address and password are required to log in. We may provide you with a different password for accessing your account on Mynder. From time to time, we may also establish and require additional or alternative means of authentication for accessing your account or certain services on Mynder.

You agree to absolute confidentiality in your username and password and will refrain from disclosing them to anyone. Passwords should be changed frequently, or at least once every six months. You are fully accountable for any outcome resulting from your failure to provide true,

## Terms of Use

accurate and complete information in the registration process, as well as for any use or misuse of your account on Mynder as a result of conveying your confidential details to someone else.

You may personally terminate your account at any time using our designated termination form at: <http://www.mynder.com/terms>. Verification may be required in the form of an additional termination request message in order to terminate your account. Your account on Mynder.com will terminate 10 days after we receive your notification. After the date of termination, you will no longer be able to access your Mynder account.

We may temporarily or permanently deny, limit, suspend, terminate your account, prohibit you from accessing Mynder, remove Content that you have posted on Mynder, and take technical and legal steps to keep you off Mynder if we believe that:

- you have abused your rights to use Mynder;
- you have breached the Terms of Mynder;
- you deliberately submitted false information;
- you conveyed your password to another person;
- you have performed any act or omission that violates any applicable laws, rules, or regulations;
- you have performed any act or omission that is harmful or is likely to be harmful to us, or to any other third party, including other users and vendors of Mynder;
- you made use of Mynder's services to perform an illegal act, or for the purpose of enabling, facilitating, assisting, or inducing the performance of such an act;
- you are in debt to us or to another person with respect to any transactions made on or through the use of Mynder.

### **Member Conduct**

Mynder is a community-oriented health search engine that helps consumers find, contribute and share medical and health-related information with other people. Within the Terms, Mynder users who are at least 13 years of age may access, use and upload content, including entering search queries into the Mynder Search Engine (the "Search Engine") and participating in Mynder network services and online community (the "Services").

The user agrees to abide by all applicable local and international laws, regulations, and rules, including those pertaining to medical and healthcare content. The user further agrees to undertake full responsibility for all acts or omissions associated with their own direct access to and use of Mynder as well as access to and use of Mynder by anyone on the user's behalf.

When using Mynder, you agree to refrain from:

- Interfering with or disrupting the functionality of Mynder;
- Breaching the Terms or any other applicable rules and instructions with respect to the use of Mynder;
- Circumventing or manipulating the operation or functionality of the Services and Search Engine;

## Terms of Use

- Posting false, inaccurate or misleading Content;
- Posting Content that is not compatible with the defined topics or the rules of behavior in any of the Services;
- Sending automated or machine generated search queries;
- Using robots, crawlers and similar applications to collect and compile Content from Mynder for the purposes of competing with Mynder or in ways that might impair or disrupt Mynder's functionality;
- Impersonating any person or entity, or making any false statement pertaining to your identity, employment, agency or affiliation with any person or entity;
- Displaying Mynder or any part thereof in an exposed or concealed frame, or linking to elements on Mynder, such as images, independently from the web pages on which they originally appear;
- Collecting or processing personal information of Mynder users without their explicit consent;
- Posting commercial Content, including advertisements, sponsorships, solicitations, endorsements and public relations material, except as expressly permitted within the designated zones;
- Posting, disseminating, transmitting, or otherwise communicating through or to Mynder, or making available any Content on Mynder that may reasonably be deemed as:
  - infringing upon or violating intellectual property rights of other parties, including patents, copyrights and trademarks;
  - software viruses, Trojan Horses, Worms, Vandals, Spyware and other malicious applications;
  - unsolicited commercial communications ('spam'), chain letters or pyramid schemes;
  - identifying minors, their personal information, or their addresses and ways to contact them;
  - constituting a violation of a person's right to privacy or right of publicity;
  - encouraging, supporting, assisting, providing instructions for, or advising in the committing of a criminal offense, under applicable laws;
  - prohibited by any applicable law to be posted, published, disseminated or otherwise made available to the public;
  - threatening, abusive, harassing, defamatory, libelous, vulgar, obscene, or racially, ethnically or otherwise objectionable.

### **Monitoring User Content**

Mynder encourages free speech and open discussion. However, Content on Mynder may only be posted on healthcare related issues and is subject to these Terms. We reserve the right to review posted Content and delete, remove, or block access to it, or refuse to post it on Mynder for any reason that we may consider justified, including:

- preventing misuse of the Services;
- when the Content that you have posted is unrelated to healthcare issues;

## Terms of Use

- when we deem the Content to be in breach of the Terms or an infringement of any applicable law;
- when, pursuant to the Terms, the owner of Content that you have posted wishes it to be removed, whether as result of a person's complaint, or of our own initiative;
- when your user account is canceled, either by yourself or by us.

Be cautious and discrete in your treatment of Content posted on the Internet, including the Content posted by others on Mynder. Mynder cannot guarantee the accuracy, credibility, authenticity, validity, integrity or legality of any Content posted.

We do not guarantee that any Content you post on Mynder will be posted or that we will post it indefinitely. We may also delete Content at our discretion. Consequently, you might not find Content that you or any other user previously posted on Mynder.

### **Privacy**

Mynder respects its users' privacy. Our Privacy Policy explains our privacy practices. Mynder reserves the right to change the terms of its Privacy Policy from time to time. We recommend that you read this Policy periodically.

### **Erroneous Information**

Mynder makes every attempt to ensure the reliability of information posted on Mynder.com. However, errors may sometimes occur. If you find any information or publication posted on Mynder.com to be erroneous, please inform us at [info@mynder.com](mailto:info@mynder.com).

### **Requests to Eliminate Content**

The intellectual property rights of others are important to Mynder. Requests may be made to remove copyright infringing Content from Mynder or to counter requests to repost content on the grounds of mistake or misidentification of the Content. These requests shall be made in accordance with Mynder's Copyright Policy. Mynder reserves the right to act as we deem fit, in accordance with applicable law, upon receipt of a request to remove or re-post Content on Mynder.

### **Intellectual Property Rights**

All website materials, including any intellectual property rights in such website materials, are the property of Mynder, its affiliates, licensors, or designated owners, and are protected by applicable intellectual property laws. You should assume that everything you see on this website is copyrighted unless otherwise noted, and may not be used without our written permission except as provided in these Terms.

Mynder owns or has licensed all rights, title, and interest in and to patents, copyrights, trademarks, trade names, service marks, trade secrets, and other intellectual property rights, and any goodwill associated therewith (except for users' and third parties' Content).

## Terms of Use

Unless expressly permitted in the Terms, neither you nor a third party on your behalf may copy, distribute, display or perform publicly, sublicense, decompile, disassemble, reduce to human readable form, execute publicly, make available to the public, adapt, make commercial use of, process, compile, translate, sell, lend, rent, reverse engineer, combine with other software, modify, or create derivative works of any of the Content on Mynder that is subject to intellectual property or other proprietary rights, in any way or by any means, including but not limited to electronic, mechanical or optical means.

You may not adapt or otherwise use any name, logo, or mark that is identical to, or confusingly similar to, any of our trademarks, service marks, or logos.

You agree to abide by all indications of proprietary rights, including Copyright mark [©] and Trademark [® or ™ or <sup>SM</sup>], associated with the Content. You agree to maintain and not distort these signs and notices.

We do not claim ownership over your Content (text and images) that you upload to Mynder. You warrant that you are the owner of all proprietary rights to that Content or that you are licensed by the owner(s) to post or use such Content on Mynder, in accordance with our Terms.

By submitting Content, including all communications, data, images, sounds, text, ideas, concepts, know-how, or techniques for posting on Mynder, you grant us a royalty-free, worldwide, non-exclusive, perpetual, and irrevocable license to copy, distribute, display publicly, decompile, disassemble, reduce to human readable form, execute publicly, make available to the public, adapt, sub-license, make commercial use of, process, compile, translate, sell, lend, rent, reverse engineer, combine with or incorporate into other Content, modify, and create derivative works on Mynder, as well as in other communication and information networks, platforms, applications, and services. You waive all rights of attribution with respect to the use of your Content. You affirm that you allow every user to use and benefit from the ideas that you have uploaded to Mynder in any available and legal way.

### **Links to Third-Party Websites**

Mynder contains links to content located on other websites. Results generated by our search engine include links to third-party websites and similar content freely available on the Internet. Mynder neither operates nor monitors these websites and content. These websites or the information and content posted therein may be incompatible with your health requirements; you may also object to their content or find the content to be annoying, improper, unlawful or immoral. Mynder does not endorse or sponsor the content of other websites, nor can we confirm their accuracy, authenticity, credibility, validity, integrity, or legality. We cannot assume any responsibility or liability for such third-party websites or contents, nor for their availability.

Mynder may employ “advertisements,” including but not limited to paid advertisements, sponsored links and commercial information. These advertisements may transfer you to the website of an advertiser, or you may receive messages, information, or offers from the advertiser and/or from others. Mynder is not responsible for any of the advertisers’ practices, including

## Terms of Use

their privacy policies, nor for the Content of their websites, user information, messages or other offers.

### **Site and Service Accessibility**

The availability and functionality of Mynder depend on numerous factors and elements, including software, hardware, and communication networks, parts of which are provided by third parties. We do not warrant or guarantee that Mynder will be: consistently operated without disruption, errors, or interruptions; accessible or available at all times; immune from unauthorized access; or error free.

### **Modifications to Mynder**

From time to time, we may modify Mynder's layout, design, or display, as well as the scope and availability of the Content and Services, without giving prior notice. These changes may initially cause inconvenience or malfunctions. You acknowledge that Mynder does not assume any responsibility with respect to, or in connection with, the introduction of such changes or associated malfunctions or failures that may result.

### **DISCLAIMER OF WARRANTY**

MYNDER IS PROVIDED FOR USE AS IS. WE DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO MYNDER, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, NON-INFRINGEMENT, TITLE, COMPATIBILITY, PERFORMANCE, SECURITY, OR ACCURACY. WE DO NOT WARRANT THAT MYNDER WILL OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER, NOR THAT MYNDER WILL ALWAYS BE AVAILABLE OR FREE FROM ALL HARMFUL COMPONENTS. YOU AGREE AND ACKNOWLEDGE THAT THE USE OF MYNDER IS ENTIRELY, OR AT THE MAXIMUM PERMITTED BY APPLICABLE LAW, AT YOUR OWN RISK.

### **LIMITATION OF LIABILITY**

MYNDER, INCLUDING OUR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS, AND AGENTS, SHALL NOT BE LIABLE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE, OR ANY OTHER DAMAGE, AND LOSS (INCLUDING LOSS OF PROFIT AND LOSS OF DATA), COSTS, EXPENSES AND PAYMENTS, EITHER IN TORT, CONTRACTUAL, OR IN ANY OTHER FORM OF LIABILITY, ARISING FROM, OR IN CONNECTION WITH THE USE OF, OR THE INABILITY TO USE, MYNDER, OR FROM ANY FAILURE, ERROR, OR BREAKDOWN IN THE FUNCTION OF MYNDER, OR FROM ANY FAULT OR ERROR MADE BY OUR STAFF OR ANYONE ACTING ON OUR BEHALF, OR FROM YOUR RELIANCE ON POSTED CONTENT ON MYNDER, OR FROM ANY COMMUNICATION WITH MYNDER, OR WITH OTHER USERS ON OR THROUGH MYNDER, OR FROM ANY DENIAL OR CANCELLATION OF YOUR USER ACCOUNT, OR FROM RETENTION, DELETION, DISCLOSURE, AND ANY OTHER USE OR LOSS OF YOUR CONTENT ON

## Terms of Use

MYNDER. IN ANY EVENT, YOUR SOLE REMEDY SHALL BE LIMITED TO THE CORRECTIONS OF SUCH ERRORS OR MALFUNCTIONS.

### **Indemnification Policy**

You agree to indemnify and hold harmless Mynder and our offices, directors, shareholders, employees, sub-contractors, agents, and anyone acting on our behalf, at your own expense and immediately after receiving a written notice from us, from and against any damages, loss, costs, expenses, and payments, including reasonable attorney's fees and legal expenses, resulting from any complaint, claim, or demand arising from or in connection with your use of Mynder, the Content that you post on Mynder, any communications that you convey through Mynder, or your breach of the Terms or any other terms, rules or regulations applicable to Mynder, or your violation or infringement of other persons' rights.

### **Jurisdiction**

The Terms and your use of Mynder as well as any matters arising from the use of this website are governed by and construed in accordance with the laws of the State of New Jersey. You agree to resolve any dispute or claim that you may have against Mynder and to submit to personal jurisdiction in the state and federal courts of the State of New Jersey.

### **Modifications to the Terms**

We reserve the right to change the Terms at any time, including any and all documents, forms, and policies. You agree to be bound by changes made in the Terms, including changes to any and all documents, forms, and policies. Your continuing use of Mynder or any of the Services affirms you accept the amended Terms. If you do not agree with the amended Terms, you must not use Mynder further. We advise you to read the Terms periodically, as they may change from time to time.

### **Notifications**

We may contact you and send you notice via e-mail, regular mail, Short Message Services ('SMS'), fax messages, and postings on Mynder. You may contact our customer relations by using the 'Contact Us' form on Mynder.com, or by using the contact details below. We reserve the right to publish in public, including on Mynder, as long as your personal details are not revealed without your prior consent. All communications between us shall be deemed as received after one business day.

Our contact details:

MediVault, LLC  
1800 Route 34, Suite 209  
Wall, NJ 07719  
[support@mynder.com](mailto:support@mynder.com)