

Cricket Health Inc.

Terms of Service

Last Revised: May 6, 2020

****CIGNA USERS - PLEASE TAKE NOTICE OF SECTION 31 TO THIS AGREEMENT.****

THANK YOU FOR YOUR INTEREST IN CRICKET HEALTH'S PROGRAM FOR MANAGING CHRONIC KIDNEY DISEASE (THE "CRICKET PROGRAM"). THE CRICKET PROGRAM MAY BE NOW, OR IN THE FUTURE, ACCESSIBLE AT APP.CRICKETHEALTH.COM AND OTHER WEBSITES WE OWN OR OPERATE INCLUDING, WITHOUT LIMITATION, WWW.CRICKETHEALTH.COM (COLLECTIVELY, THE "CRICKET PLATFORM"). PLEASE READ THESE TERMS OF SERVICE (THE "AGREEMENT") CAREFULLY AS THEY GOVERN YOUR USE OF THE CRICKET PLATFORM. BY CLICKING THE 'I AGREE' BUTTON, AND/OR BY ACCESSING, BROWSING, OR USING THE CRICKET PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY THIS AGREEMENT, WHICH IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND CRICKET HEALTH, INC., AND ANY OF OUR AFFILIATED COMPANIES ("CRICKET", "WE", "US" OR "OUR").

IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU SHOULD REJECT THEM BY NOT CLICKING ON 'I AGREE' AND BY NOT ACCESSING, BROWSING, OR USING THE CRICKET PLATFORM.

YOUR ACCESS TO, AND USE OF, THE CRICKET PLATFORM IS SUBJECT IN ALL RESPECTS TO THE TERMS OF OUR [PRIVACY POLICY](#), AS WE MAY UPDATE OUR PRIVACY POLICY FROM TIME TO TIME UPON REASONABLE NOTICE TO YOU AS DESCRIBED IN OUR PRIVACY POLICY. TO THE EXTENT THAT THE PRIVACY POLICY CONFLICTS WITH THIS AGREEMENT, THE PRIVACY POLICY WILL CONTROL.

YOU FURTHER ACKNOWLEDGE AND UNDERSTAND THAT THIS AGREEMENT IS NOT A CONDITION FOR RECEIVING ANY TREATMENT, PAYMENT, OR BENEFIT UNDER YOUR INSURANCE OR HEALTH PLAN AND YOU UNDERSTAND THAT YOUR REFUSING TO AGREE TO THIS AGREEMENT WILL NOT AFFECT ANY TREATMENT, PAYMENT, OR BENEFIT FOR WHICH YOU MAY BE ELIGIBLE UNDER YOUR INSURANCE OR HEALTH PLAN. HOWEVER, YOU ACKNOWLEDGE AND UNDERSTAND THAT IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU WILL NOT BE ABLE TO PARTICIPATE IN THE CRICKET PROGRAM. MOREOVER, WE DO NOT AND WILL NOT GRANT YOU ANY RIGHT TO ACCESS, BROWSE, OR USE THE CRICKET PLATFORM WITHOUT YOUR WILLINGNESS TO BE BOUND BY THIS AGREEMENT.

NEITHER THE CRICKET PLATFORM NOR THE CRICKET PROGRAM IS FOR MEDICAL EMERGENCIES. ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH CARE PROVIDER DIRECTLY AND NOT THROUGH OUR CRICKET PLATFORM WITH ANY QUESTIONS YOU MAY HAVE REGARDING A MEDICAL CONDITION.

References in this Agreement to "you" or "your" refer to both you and any person or entity on whose behalf you act, if any.

Terms and Conditions of Use

1. Grant of License

Cricket hereby grants to you a personal, non-transferable, non-exclusive, royalty free, limited license to access, browse, and use the Cricket Platform for your personal non-commercial purpose of accessing online educational materials about Chronic Kidney Disease ("CKD") and a network of nurses, other professionals, mentors, and peers experiencing the same condition ("CKD Network") and for participating in the Cricket Program, including utilizing the Cricket Platform for communications to and from your CKD Network.

2. Restrictions

You shall not sublicense, distribute, hypothecate, lease, loan or otherwise convey the Cricket Platform or content available through the Cricket Platform ("Content") or any portion thereof to anyone, and under no circumstances may you use or allow the use of the Cricket Platform in any manner other than as expressly set forth above. You shall not modify the Cricket Platform, incorporate the Cricket Platform in whole or in part in any other product or create derivative works based on all or part of the Cricket Platform. You shall not remove any copyright, trademark, proprietary rights, disclaimer or warning notice included on or embedded in any part of the Cricket Platform or Content. You shall not use the Cricket Platform in connection with a service bureau, time sharing or fee-for-service arrangement with third parties. Except to the extent permitted by applicable local law, you shall not reverse assemble, decompile or disassemble or otherwise reverse engineer any portion of the Cricket Platform. If you dispose of any media embodying Cricket Platform or Content, you will ensure that you have completely erased or otherwise destroyed any Cricket Platform and Content stored on such media.

THE CRICKET PLATFORM, CONTENT AND ANY RELATED DATA SUPPLIED TO YOU BY CRICKET DOES NOT PROVIDE MEDICAL ADVICE OR TREATMENT AND IS NOT INTENDED FOR USE IN ANY SITUATION IN WHICH THE FAILURE OF THE CRICKET PLATFORM COULD LEAD TO DEATH OR BODILY INJURY OF ANY TYPE. YOU ARE SOLELY RESPONSIBLE FOR USING THE CRICKET PLATFORM IN A MANNER CONSISTENT WITH ALL APPLICABLE INTERNATIONAL, FEDERAL AND STATE LAWS.

3. Password Protection

You are responsible for keeping your password confidential. You should notify us immediately if your password is hacked or stolen. Cricket is not responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your home, business or other place of access.

4. Personal Data

Federal and state law requires that Cricket protect the privacy of your health information and other personal information that could be used to identify you (e.g. medical information, date of birth, name, address, etc.) Cricket uses encryption technology to ensure the privacy of all personal information you or your CKD Network enter on the Website, or through the Cricket Platform as part of the services provided to you herein (collectively, your "Personal Data").

By agreeing to the terms of this Agreement, you are authorizing Cricket to collect, use, and disclose your Personal Data in order to provide you with access to and use of the Cricket Platform.

Cricket's use and disclosure of Personal Data will be conducted in accordance with our Privacy Policy and applicable federal and state regulations.

You agree that: (a) Cricket is not obligated to pay any amount to you or otherwise compensate you or any other person in any way for such disclosures and uses of Personal Data under this Agreement and the Privacy Policy and (b) to the extent that you have proprietary interest in any such Personal Data, you waive any right to such interest and you waive any right to seek compensation for such disclosures or uses.

5. Use of Content

The Cricket Platform and Content may contain typographical errors, other inadvertent errors or inaccuracies. We reserve the right to make changes to the Cricket Platform, document names and Content, descriptions or specifications of products or services, or other information without obligation to issue any notice of such changes.

You may view, copy, download, and print Content that is available through the Cricket Platform, subject to the following conditions:

- a. The Content may be used solely for your personal informational purposes. No part of the Cricket Platform or its Content may be reproduced or transmitted in any form, by any means, electronic or mechanical, including photocopying and recording for any other purpose.
- b. The Content may not be modified.
- c. Copyright, trademark, and other proprietary notices may not be removed.

If you violate any of these terms and conditions, your permission to use, browse, and access the Cricket Platform and Content automatically terminates and you must immediately destroy any copies you have made of any portion of the Cricket Platform or Content.

6. Copying Restrictions

Cricket hereby authorizes you to print, transmit, or download a single copy of the Content solely for your personal, non-commercial use if you include a copyright notice that attributes the content to Cricket, for example: "©2019, Cricket Health, Inc. All rights reserved." You agree that your use and possession of such copy shall be solely under the terms and conditions of this Agreement. Except as described in this paragraph, you are not permitted to copy the Cricket Platform or Content.

7. Disclosure Restrictions

You acknowledge that the Cricket Platform and Content, including the source code for the Cricket Platform and any information derived therefrom, constitutes confidential information and valuable trade secrets of Cricket. If you should gain access to such materials, you shall not disclose them to anyone.

8. Ownership of Cricket Platform and Content

You agree and acknowledge that (i) the Cricket Platform including, but not limited to, any Content contained therein, is licensed to you, not sold, and Cricket transfers no ownership interest in the Cricket Platform and Content, in the intellectual property in any Cricket Platform and Content or in any copy thereof, to you under this Agreement or otherwise, (ii) that Cricket and its licensors reserve all rights not expressly granted to you hereunder, (iii) Cricket or its licensors own the

Cricket Platform and the Content (including, but not by way of limitation, any images, algorithms, photographs, animations, video, audio, music and text incorporated in the Cricket Platform and Content), (iv) Cricket owns the data collected via the Cricket Platform and has the right to use such data in accordance with our Privacy Policy, and (v) the Cricket Platform and Content is protected by United States Copyright Law and international treaties relating to the protection of copyright. The Cricket Platform includes, and this Agreement will cover, any updates, upgrades or bug fixes for the Cricket Platform provided to you and any Content derivatives.

9. User Info

To browse, access and use the Cricket Platform, you must register with Cricket by providing information that may be used to personally identify you. Cricket reserves the right to authenticate any information you provide. Furthermore, Cricket collects certain non-personal information concerning your interactions with the Cricket Platform. Cricket's policy is to respect and protect your privacy. Cricket uses any user information strictly for the business purposes for which it was collected, in accordance with our Privacy Policy. Before accessing, browsing or using the Cricket Platform, you should carefully review our Privacy Policy. Your continued use of, accessing, and browsing of the Cricket Platform shall be deemed your acceptance of our Privacy Policy, as it may be amended from time to time, upon reasonable notice to you, as described in our Privacy Policy.

10. Login Info and Access

Your access to the Cricket Platform must be via login credentials ("Login Credentials"). You agree that you are responsible for protecting your Login Credentials from unauthorized use, and you are responsible for all activity that occurs under those Login Credentials. You agree to notify us immediately if you believe that any of your Login Credentials have been or may be used without your permission so that appropriate action can be taken. You may not (i) create more than one account to access the Cricket Platform, (ii) share your Login Credentials with any third party or (iii) transfer your account to any third party. Cricket is not responsible for any loss or damage caused by, or expense incurred by you as a result of, your failure to safeguard your Login Credentials. You agree that you shall not rent, resell, or to remarket the Cricket Platform or Content or provide access to the Cricket Platform or Content to any third party. Cricket may terminate any Login Credentials in its sole discretion; you may not be permitted to create a new account to access the Cricket Platform or Content if your prior Login Credentials have been terminated by Cricket.

Cricket will protect as confidential any information that you may provide to complete the applicable online forms to establish your Login Credentials with Cricket ("Account Data"). You agree to provide, maintain and update true, accurate, current and complete Account Data, and represent that you will not misrepresent your identity or your affiliation with any person or entity.

11. Transfer Restrictions

You may not sublicense, delegate, assign or otherwise transfer this Agreement, or any other of your rights or obligations under this Agreement, in whole or in part.

12. Export Restrictions

You may not export or re-export any Cricket Platform except in full compliance with all United States laws and regulations, executive orders and the like, including in particular the Export Administration Regulations of the U.S. Department of Commerce. Without limiting the foregoing, no Cricket Platform may be exported or re-exported into (or to a national or resident of) any

country to which the U.S. embargoes goods, or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons or the U.S. Commerce Department's Denied Persons List.

13. Breach and Termination

This Agreement and any license or rights granted herein may be suspended or terminated by Cricket immediately and without notice in our sole discretion if you fail to comply with any term or condition of this Agreement. In addition, Cricket may, at any time, suspend your access to the Cricket Platform in our sole discretion, if you are in breach of this Agreement or using the Cricket Platform in a manner that impairs the operation of the Cricket Platform or that violates the Privacy Policy. You agree that we are not liable to you or any third party for termination of your access to our Cricket Platform.

You acknowledge and agree that the Cricket Platform and Content are under development and will continually change as Cricket may determine from time to time. Cricket reserves the right to terminate the provision of the Cricket Platform, Content, and related services at any time.

14. Enforcement of Terms; Effect of Termination

If you fail to fulfill any of your obligations under this Agreement, and this Agreement terminates, Cricket and/or its licensors may pursue all available legal remedies available to them. You agree that Cricket's licensors referenced in the Cricket Platform are third party beneficiaries of this Agreement, and may enforce this Agreement as it relates to their intellectual property. Sections of this Agreement which by their nature survive expiration or termination of this Agreement shall survive according to their terms.

15. US Government Users

Pursuant to the policy stated at 48 CFR 227.7202-1, U.S. Government users acknowledge that (i) the Cricket Platform is commercial computer software, (ii) this Agreement embodies the licenses customarily used by Cricket for licenses in software granted to the public, and (iii) the licenses set forth herein shall apply to all possession, use and duplication of the Cricket Platform by the U.S. Government, except to the extent which such licenses are inconsistent with Federal procurement law. The Contractor/manufacturer is Cricket Inc.

16. Assumption of Risk

The Cricket Platform is designed to provide you with access to online CKD educational materials, Content, and a CKD Network to communicate with about your condition. By granting you the right to use the Cricket Platform and Content, Cricket does not assume any obligation or liability with respect to your health. In no event shall Cricket be liable for any death or bodily injury that you suffer, or that you cause to any third party, in connection with your use of the Cricket Platform and Content or any activity you undertake in connection with your use of the Cricket Platform and Content.

17. Disclaimer of Warranty

CRICKET PROVIDES THE CRICKET PLATFORM AND CONTENT TO YOU "AS IS", WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND, EXPRESS, STATUTORY, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. CRICKET MAKES NO REPRESENTATION OR WARRANTY THAT THE CRICKET PLATFORM AND CONTENT IS

ACCURATE, COMPLETE OR UP-TO- DATE. CRICKET MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE USE OR THE RESULTS OF THE USE OF ANY DATA, CONTENT, OR INTERACTIONS OF ANY USER. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY CRICKET EMPLOYEE, REPRESENTATIVE OR DISTRIBUTOR SHALL CREATE A WARRANTY FOR THE CRICKET PLATFORM, AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. CRICKET'S LICENSORS EXPLICITLY DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE CRICKET PLATFORM.

18. Limitations of Liability and Releases

IN NO EVENT SHALL CRICKET AND ITS LICENSORS BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION THE COST OF COVER, DAMAGES ARISING FROM LOSS OF DATA, USE, PROFITS OR GOODWILL), WHETHER OR NOT CRICKET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY ARISING OUT OF THIS AGREEMENT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

CRICKET'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT AND/OR YOUR USE OR POSSESSION OF THE CRICKET PLATFORM AND CONTENT INCLUDING, WITHOUT LIMITATION, ANY CLAIMS IN TORT (INCLUDING NEGLIGENCE), CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY OR OTHERWISE, AND FOR ANY AND ALL CLAIMS COMBINED, WILL NOT EXCEED U.S. \$1.

19. Exclusions

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON CERTAIN TYPES OF DAMAGES, SO THE ABOVE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU WITH RESPECT TO CERTAIN TYPES OF DAMAGES OR CLAIMS.

20. User Submissions

When you choose to provide information to, register for, or participate in the Cricket Platform, you agree that you will provide accurate, complete, and up to date information as requested on the screens that collect information from you.

You agree that you will not upload or transmit any communications or media content of any type (i.e., images, videos, or audio) (collectively, "User Content") to public areas within the Cricket Platform (including, but not limited to, group chats and group exercises with other patients and mentors) (collectively, "Public Area(s)") that infringe or violate any rights of any party. By submitting User Content to the Public Areas, you agree that such submissions are non-confidential for all purposes.

If you make any such submission, you agree that you will not send or transmit to Cricket via the Cricket Platform or by email, (including through the email addresses listed on the "Contact Us" page) any User Content that infringes or violates any rights of any party. If you submit any business information, idea, concept or invention to Cricket, you agree such submission is non-confidential for all purposes.

We do not claim ownership of User Content without compensation by Cricket and with the expectation that such User Content will be made publicly accessible through our Cricket Platform. However, if you make any submission to a Public Area or if you submit any business information, idea, concept or invention to Cricket by email or otherwise, you automatically grant or warrant that the owner of such content or intellectual property has expressly granted Cricket a royalty-free, perpetual, irrevocable, world-wide nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and display the communication or content in any media or medium, or any form, format, or forum now known or hereafter developed. This license shall remain in effect until we delete the User Content from our systems. Cricket may sublicense its rights through multiple tiers of sublicenses. If you wish to keep any business information, ideas, concepts or inventions private or proprietary, do not submit them to the Cricket Platform or to Cricket.

21. Removal of User Content

Cricket reserves the right to review all User Content prior to submission and to remove any User Content for any reason, at any time, without prior notice, at our sole discretion. It is our policy to remove User Content in violation of this Agreement, as deemed appropriate in our sole discretion. You agree that we are not liable to you or any third party for the removal of any User Content.

22. Prohibited Content

By accessing, browsing, or using our Cricket Platform, you agree to abide by the following standards of conduct. You agree that you will not, and will not authorize or facilitate any attempt by another person to use our Cricket Platform to:

- a. Transmit any User Content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, offensive, obscene, pornographic, lewd, lascivious, or otherwise objectionable, as determined by Cricket.
- b. Use a name or language that Cricket, in its sole discretion, deems offensive.
- c. Transmit or post defamatory statements.
- d. Transmit or post hateful or racially or ethnically objectionable User Content.
- e. Transmit or post User Content which infringes another's copyright, trademark or trade secret.
- f. Transmit or post unsolicited advertising or unlawfully promote products or services.
- g. Harass, threaten or intentionally embarrass or cause distress to another person or entity.
- h. Impersonate another person.
- i. Upload, post, e-mail, transmit or otherwise make available: (A) any information or material that infringes upon a third party right, especially intellectual property rights; (B) any third party advertisements, including banner exchange services; (C) any Cricket Platform viruses, Trojan horses, worms or any other malicious application or (D) any information or material which may constitute or encourage conduct that is a criminal offense or civil wrong or otherwise violates any applicable law.
- j. Stalk, threaten or harass any other users or infringe upon or attempt to infringe upon their privacy.

- k. Promote, solicit, or participate in any multi-level marketing or pyramid schemes.
- l. Exploit children under 18 years of age.
- m. Engage in disruptive activity.
- n. Obtain unauthorized access to any computer system through the Website.
- o. Invade the privacy of any person, including but not limited to posting personally identifying or otherwise private information about a person without their consent (or their parent's consent in the case of a child under 13 years of age).
- p. Solicit personal information from children under 13 years of age.
- q. Violate any federal, state, local, or international laws.
- r. Encourage conduct that would constitute a criminal or civil offense.

23. Indemnification

If permitted by law, (which may vary depending on the type of user), you agree to defend, indemnify, and hold Cricket, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of this Agreement. Cricket reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Cricket. Cricket will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

24. Ads, Searches and Links to Other Sites

Cricket may provide links to third-party web sites. Cricket also may select certain sites as priority responses to search terms you enter and Cricket may agree to allow advertisers to respond to certain search terms with advertisements or sponsored content. Cricket does not recommend and does not endorse the content on any third-party websites. Cricket is not responsible for the content of linked third-party sites, sites framed within the Cricket Platform, third-party sites provided as search results, or third-party advertisements, and does not make any representations regarding their content or accuracy. Your use of third-party websites is at your own risk and subject to the terms of use for such sites. You acknowledge and understand that should you choose to provide any Personal Data to such third party sites, the recipients of such Personal Data may not be subject to the same obligations under federal and state privacy regulations and may use or re-disclose the information so that it is no longer subject to privacy and security protections. Cricket does not endorse any product, service, or treatment advertised through the Cricket Platform.

25. Notices

Notices to you hereunder shall be sent to the email address Cricket has on file for you when you registered the Cricket Platform and, for users from whom Cricket has not collected an email address or users that have otherwise requested to be removed from our email contact list, by prominently posting notice on the Cricket Platform. Notices to Cricket shall be sent to 251 Kearny St. Floor 7, San Francisco, CA 94108. Each party may change such address upon written notice to the other party.

26. Electronic Communications

The communications between you and Cricket use electronic means, whether you use, browse or access the Cricket Platform or send us emails, or whether Cricket provides notices as described under this Agreement or otherwise communicates with you via email. For contractual purposes,

you (a) consent to receive communications from Cricket in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Cricket provides to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect your non-waivable rights.

IN ADDITION, BY PROVIDING CRICKET WITH A PHONE NUMBER, YOU ACKNOWLEDGE AND CONSENT TO US SENDING YOU COMMUNICATIONS THROUGH SMS MESSAGES, PRE-RECORDED VOICE CALLS, PUSH NOTIFICATIONS OR OTHERWISE (POTENTIALLY THROUGH AN AUTOMATED VOICE DIALING SYSTEM), THAT WE DETERMINE, IN OUR SOLE DISCRETION, ARE RELATED TO YOUR USE OF THE CRICKET PLATFORM OR PARTICIPATION IN THE CRICKET PROGRAM. YOUR ACCESS TO THE CRICKET PLATFORM AND PARTICIPATION IN THE CRICKET PROGRAM IS NOT LIMITED BY YOUR REFUSAL TO GIVE THIS CONSENT AND YOU CAN OPT OUT OR REVOKE YOUR CONSENT AT ANY TIME BY EMAILING CRICKET AT support@crickethealth.com.

27. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, USA without regard to its conflicts of laws provision. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. For all claims not otherwise subject to arbitration, the parties hereby consent to the exclusive jurisdiction and venue in the state courts in San Mateo County, California or any federal court located therein. In any action or proceeding to enforce or interpret this Agreement, the prevailing party will be entitled to recover the costs and expenses (including reasonable attorneys' fees) that it incurred in connection with such action or proceeding and enforcing any judgment or order obtained.

28. Intellectual Property Rights

Unless otherwise noted, all Content contained on this Cricket Platform is the property of Cricket and/or its affiliates or licensors, and is protected from unauthorized copying and dissemination by United States copyright law, trademark law, international conventions and other intellectual property laws. Domain names and product names are trademarks or registered trademarks of their respective owners. Content, the Cricket Platform, and Cricket Program are subject to change or termination without notice and at the discretion of Cricket. All rights not expressly granted herein are reserved to Cricket and its licensors.

29. Miscellaneous

If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Product of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

30. Complete Agreement, Waiver, Severability

This Agreement supersedes all proposals, oral or written, all negotiations, conversations, discussions and all past course of dealing between you and Cricket relating to the Cricket Program, Cricket Platform, Content, or the terms of its license to you, and may only be modified in writing signed by you and Cricket. In the event any term of this Agreement is held by a court of competent jurisdiction not to be enforceable, such unenforceability shall not affect the remaining terms of this Agreement in such jurisdiction or render unenforceable or invalidate such terms and provisions of this Agreement in other jurisdictions. Upon such determination that any of the terms or provisions of this Agreement are held to be invalid under any applicable statute or rule of law,

they shall be severed from this Agreement and the remaining provisions of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties and the parties agree to replace any invalid or unenforceable provisions in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. No waiver of any right or obligation contained herein shall be given except in writing signed by the party against whom the waiver is sought to be enforced.

31. Special Notice for Certain Cigna Users

If you are enrolled in a high deductible health plan and have a health savings account currently or plan to contribute to one before the end of the current plan year, and you do not satisfy the minimum deductible required for a high deductible health plan, you will be disqualified from receiving the tax benefits of the HSA if you participate in the Cricket Program which are provided to you with no cost-sharing. If you have questions about whether this applies to you, please contact a tax professional or contact Cigna at the telephone number on the back of your Cigna ID card.

For additional information

If you have any questions about this Agreement, please contact support@crickethealth.com.

Last Revised: May 6, 2020