



## **Terms of Use**

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Docket® (“Docket”) is an mobile-optimized application that connects American healthcare consumers to personal and family health data. This policy outlines how we use and protect your data. Thank you for using Docket.

### **Introduction**

The following terms and conditions constitute an agreement between you and Docket Health, Inc. (“Docket,” “we,” or “us”), the operator of dockethealth.com (the “Site”) and related websites, applications, services and mobile applications provided by Docket and on/in which these Terms of Use is posted or referenced (collectively, the “Services”). These terms of use (the “Terms of Use”), together with our Privacy Policy (both of which are incorporated herein by reference, and collectively, this “Agreement”) govern your use of the services, both as a non-registered user and a registered user.

BY USING OR OTHERWISE ACCESSING THE SERVICES, AND/OR BY REGISTERING WITH US, YOU AGREE TO THE TERMS OF THIS AGREEMENT, INCLUDING THE INFORMATION PRACTICES DISCLOSED IN OUR PRIVACY POLICY, AND TO RESOLVE ANY DISPUTE THAT YOU MAY HAVE WITH US OR THE SERVICES IN THE STATE OF NEW YORK. IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU CANNOT USE THE SERVICES. YOU MUST BE 13 YEARS OR OLDER TO USE THE SERVICES. YOU MAY NOT USE DOCKET TO LOOK UP IMMUNIZATION RECORDS OF OTHERS IN ANY MANNER THAT DOES NOT COMPLY WITH STATE LAWS.

WE MAKE NO GUARANTEES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO PROFESSIONAL QUALIFICATIONS, EXPERTISE, QUALITY OF WORK, PRICE OR COST INFORMATION, INSURANCE COVERAGE OR BENEFIT INFORMATION, OR OTHER CONTENT THROUGH THE SERVICES. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON ANY SUCH CONTENT. FURTHER, WE DO NOT IN ANY WAY ENDORSE OR RECOMMEND ANY INDIVIDUAL LISTED OR ACCESSIBLE THROUGH THE SERVICES.

DOCKET IS NOT A MEDICAL DEVICE. FURTHERMORE, THE CONTENT, WHETHER SUCH CONTENT IS PROVIDED BY OR THROUGH THE USE OF THE SERVICES OR THROUGH ANY OTHER COMMUNICATIONS FROM DOCKET, IS NOT INTENDED AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, AND/OR TREATMENT. DO NOT USE THE SERVICES FOR EMERGENCY MEDICAL NEEDS. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK. NO LICENSED MEDICAL PROFESSIONAL/PATIENT RELATIONSHIP IS CREATED BY USING THE SERVICES.



We offer the Services “AS IS” and without warranties. If you are registering an Account or using the Services on behalf of an individual or entity other than yourself, you represent that you are authorized by such individual or entity to accept this Agreement on such individual’s or entity’s behalf.

### **Additional Definitions**

“Application” refers to the Docket mobile app.

“Content” refers to all content, text, data, graphics, images, photographs, video, audio, information, suggestions, guidance, and other materials provided, made available, or otherwise found through the Services and/or the Site, including without limitation Content provided in direct response to your questions or postings.

“Data” refers to all data, materials, or information provided by you or anybody in connection with your use of the Services, including, without limitation, demographic, financial, and/or medical data and information.

“Guest” refers to any User who uses Docket without registering for an Account.

“Password” refers to the unique password assigned to each User for access to the Services.

“Patient User” refers to an individual that has registered to use the Services and has created an Account. Patient Users shall assume all rights and obligations hereunder on behalf of any family user or dependent using the Services.

“User” refers to any Patient User.

### **Account Registration**

Patient Users: In order to access certain features of the Site and Services, you must register to create an Account and become a “Patient User.” During the registration process, you will be required to provide certain information and you will establish a username or email and a Password. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete. Docket reserves the right to suspend or terminate your Account if any information provided during the registration process or thereafter proves to be inaccurate, not current, or incomplete. You are responsible for safeguarding your Password. You agree not to disclose your Password to any third party and to take sole responsibility for any activities or actions under your Account, whether or not you have authorized such activities or actions. You will immediately notify Docket of any unauthorized use of your Account. You allow Docket access to any data required to perform the Services. You must be at least 13 years old to use Docket.



It is a violation of this agreement if you falsely represent your identity using Docket to look-up health records (e.g. immunization records) or exchange health information with any third parties.

### **Personal Information**

In addition to providing information during the registration process, you may opt to voluntarily share additional information in order to benefit from all the Services we provide. Docket's Privacy Policy details how we may use, share, and maintain your information. By submitting such information, you authorize Docket, its employees, agents, and others operating on its behalf to use and/or disclose such information in accordance with Docket's Privacy Policy. Furthermore, by submitting such information on behalf of yourself or a third party for whom you have authorization to provide such information, on your request you authorize us to provide such information to specific third parties. You acknowledge and agree that such information will be reviewed and approved by you, someone, and/or a group of individuals authorized by you. You also acknowledge that Docket may use your data or information you provide in accordance with our Privacy Policy.

### **Grant of License**

Subject to these Terms, Docket hereby grants you a non-sublicensable, non-transferable, non-exclusive right and license to access and use the Services and Content only for lawful purposes. All rights, title, and interest in and to the Services and its components will remain with and belong exclusively to Docket. You shall not: (a) sublicense, resell, rent, lease, transfer, assign, time share, or otherwise exploit or make the Services available to any third party; (b) use the Services in any unlawful manner or in any manner that interferes with or disrupts the integrity or performance of the Services or its components, or ;(c) modify, adapt, or hack the Services to, or otherwise attempt to gain unauthorized access to the Services. You shall comply with any codes of conduct, policies, or other notices Docket publishes in connection with the Services. Any software that may be made available by Docket in connection with the Services contains proprietary and confidential information that is protected by applicable intellectual property and other other laws. You shall not (and shall not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code or sell, assign, sublicense, or otherwise transfer any right in any software.

### **Ownership**

You acknowledge and agree that Docket retains all rights, titles, and interests in and to (i) the Site, Services, and all other software, materials, formats, interfaces, information, and proprietary information and technology used by Docket or provided to you in connection with the Services, (ii) all modifications and/or enhancements to the Site or Services, (iii) the



Content, (iv) all suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by you or learned as a result of your use of the Services, (v) all transactional and performance data related to the use of the Site and the Services which Docket may collect, use, and disclose for its business purposes (including for purposes of software use, optimization, and product marketing) provided that such use does not reveal your identity, any of your Data, or any other personally identifiable information that belongs to you, and (vi) the Docket logo, and the product and service names associated with the Services or otherwise contained on the Site, all of which are trademarks of Docket (all of the foregoing being referred to herein collectively as the “Docket Technology”). You acknowledge and agree that the Docket Technology is comprised of intellectual property rights owned by or licensed to Docket all of which are protected by intellectual property laws. Other than as expressly set forth in this Agreement, no license or other rights in the Docket Technology are granted to you, and all such rights are hereby expressly reserved by Docket.

### **Rights You Grant to Docket**

By submitting your Data to Docket through the Site and Services, you authorize Docket to use your Data exclusively for the purpose of providing the Services. Docket may use and store your Data, but only to the extent necessary to provide to Services. By submitting your Data to Docket, you represent that you are entitled to submit such Data to Docket for this purpose, without any obligation by Docket to pay any fees or other limitations.

### **Restrictions of Use**

You are responsible for all activities that occur under Your Account. You will not, and will not attempt to (directly or indirectly): (a) reverse engineer, disassemble, or decompile any component of the Site or Services or otherwise attempt to discover any source code, underlying ideas or algorithms contained in the Site or Services; (b) interfere in any manner with the operation of the Site or the Services; (c) allow a third party to access the Site or Services; (d) rent, lease, distribute, sell, resell, assign or otherwise transfer to a third party any of Your rights under these Terms; (e) use the Site or Services for the benefit of a third party, for timesharing or to operate a service bureau; (f) copy, modify, translate, or make derivative works based on any part of the Site or Services; (g) remove, cover, alter, or obfuscate any logos, trademarks, internet links, confidentiality or proprietary rights notices, or any other notices or markings placed on or displayed by the Site or the Services; (h) publish or disclose to third parties the results of any evaluation or benchmark test run on the Site or Service without Docket’s prior written consent; or (i) otherwise use the Site or Services in any manner that exceeds the scope of use permitted under these Terms.

You may not use Site or Services for spamming, chain letters, junk mail, or distribution lists to contact any person who has not given specific permission to be included in such list. You agree not to transmit, or permit Users to transmit, through the Site or Services, any unlawful,



harassing, libelous, abusive, threatening, vulgar, obscene, or otherwise objectionable material of any kind.

You will not use Your access to the Services to: (a) access or copy any data or information of other Users without their written consent; (b) harvest, collect, gather or assemble information or Data regarding other Users without their written consent; (c) knowingly interfere with or disrupt the integrity or performance of the Services or the Data contained therein; or (d) harass or interfere with another User's use and enjoyment of the Services. You will, at all times, comply with all applicable local, state, federal, and foreign laws in Your use of the Services.

You are responsible for maintaining the confidentiality and security of Your Account and Password, and You are fully responsible for all activities that occur under Your Password or Account, and for any other actions taken in connection with the Account or Password. You agree to: (a) immediately notify Docket of any known or suspected unauthorized use(s) of Your Account or Password, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of Your Password; and (b) ensure that You exit from Your Account at the end of each session. Docket will not be liable for any injury, loss or damage of any kind arising from or relating to Your failure to comply with (a) and (b) or for any acts or omissions by You or someone else using Your Account and/or Password.

You are solely responsible for Your Data and You will not provide, post, or transmit any Data or any other information, data, or material that: (a) infringes or violates any intellectual property rights, publicity/privacy rights, laws or regulations; or (b) contains any viruses or programming routines intended to damage, surreptitiously intercept, or expropriate any system, Data or personal information. Docket may take remedial action if Your Data violates these Terms; however, Docket is under no obligation to review Your Data for accuracy or potential liability.

### **Termination and Account Cancellation**

Docket reserves the right to modify, suspend, or discontinue at any time, with or without notice, the Site or the Services (or any part thereof), including but not limited to the Site's features, look and feel, and functional elements and related Services. If You breach any of these Terms, Docket will have the right to suspend or disable Your Account or terminate these Terms at its sole discretion and without prior notice to You.

Docket further reserves the right to revoke Your access to and use the Site, Services, and Content at any time, with or without cause. You may cancel Your Account at any time.



UPON ANY TERMINATION OR CANCELLATION OF YOUR ACCOUNT, ANY INFORMATION THAT YOU ACCESS VIA THE SITE OR THE SERVICES WILL NO LONGER BE ACCESSIBLE BY YOU VIA THE SITE OR THE SERVICES.

### **Indemnity**

You shall indemnify, defend, and hold Docket, its officers, directors, users, employees, and agents harmless from all claims, losses, demands, liabilities, judgments, damages, and costs (including reasonable attorneys' fees) arising from or relating to: (a) use of the Site or Services (including claims by any of Your employees or business partners) by You or any third party using a Password assigned to You; (b) a breach by You or any of Your obligations, representations, warranties, or covenants contained in these Terms; or (c) any claim alleging that Your Data, or the use of Your Data pursuant to these Terms, infringes, misappropriates, or violates the intellectual property of any other rights of a third party or otherwise causes harm to a third party.

### **General Limitation of Liability**

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE, SERVICES, AND CONTENT REMAINS WITH YOU.

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH US IS THE CANCELLATION OF YOUR REGISTRATION. IN NO EVENT SHALL OUR TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS RELATING TO OR ARISING OUT OF YOUR USE OF THE SITE OR THE SERVICES, REGARDLESS OF THE FORM OF ACTION, EXCEED THE GREATER OF: (a) THE TOTAL AMOUNT OF FEES, IF ANY, THAT YOU PAID TO REGISTER FOR THE SITE OR THE SERVICES, OR (b) ONE HUNDRED UNITED STATES DOLLARS (\$100.00).

IN NO EVENT SHALL WE BE LIABLE TO YOU (OR TO ANY THIRD PARTY CLAIMING UNDER OR THROUGH YOU) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF, OR INABILITY TO USE, THE SITE AND/OR THE SERVICES. THESE EXCLUSIONS APPLY TO ANY CLAIMS FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, ANY OTHER COMMERCIAL DAMAGES OR LOSSES, OR MEDICAL MALPRACTICE OR NEGLIGENCE OF HEALTHCARE PROVIDERS UTILIZED THROUGH USE OF THE SERVICE, EVEN IF WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY SHALL BE LIMITED IN ACCORDANCE HEREIN TO THE MAXIMUM EXTENT PERMITTED BY LAW.



IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE YOUR RIGHTS WITH RESPECT TO CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

### **Consideration**

You acknowledge that these Terms are supported by reasonable and valuable consideration, the receipt and adequacy of which are hereby acknowledged. Without limiting the foregoing, You acknowledge that such consideration includes, without limitation, Your use of the Services and receipt or use of Data and Content through the Site.

### **Jurisdiction, Applicable Law, and Limitations**

This Site is created and controlled by Docket Health, Inc. in the State of New York. You agree that these Terms will be governed by and construed in accordance with the laws of the United States of America and the State of New York, without regard to its conflicts of law provisions. Use of the Site or the Services is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms. Docket makes no claims or assurances that the Services are appropriate or may be used outside of the United States. You agree that all legal proceedings arising out of or in connection with these Terms, or the Services available on or through the Site must be filed in a federal or state court located in New York, New York, within one year of the time in which the events giving rise to such claim began, or Your claim will be forever waived and barred. You expressly submit to the exclusive jurisdiction of said courts and consent to extraterritorial service of process.

### **Assignment**

You may not assign or transfer these Terms, by operation of law or otherwise, without Docket’s prior written consent. Any attempt by You to assign or transfer these Terms, without such consent, will be null and of no effect. Docket may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.

### **Enforceability**

If any portion of these Terms is found to be void, invalid, or otherwise unenforceable, then that portion shall be deemed to be superseded by a valid, enforceable provision that matches the intent of the original provision as closely as possible. The remainder of these Terms shall continue to be enforceable and valid according to the terms contained herein.



## **Entire Agreement**

These Terms, which hereby incorporate by reference the terms of Docket's Privacy Policy, constitute the entire agreement between You and Docket, superseding all prior agreements regarding the Site and the Services.

## **No Waiver**

The failure of Docket to exercise or enforce any right or provision of these Terms shall not constitute a waiver of said right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Docket. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

## **General**

You agree that Docket is providing the Services as an independent contractor and nothing herein shall be deemed to constitute a partnership, joint venture, or other business collaboration with You. The section titles in these Terms are for Your convenience only and carry no contractual or legal effect whatsoever. The language in these Terms shall be interpreted in accordance with its fair meaning and shall not be strictly interpreted for or against either party.

## **Credits**

Illustrations by Josh Lewis and Paul Hoppe.