

**Health Gorilla Patient Access User Agreement**  
**Dated: September 19, 2023**

**Introduction**

Your (“you” “your” or “End User”) use of *Patient Access* (including all related technology and delivery models, the “Service”) as an individual access service to your personal health records is governed by the terms of this Health Gorilla Patient Access User Agreement. By clicking “I Agree”, you agree to be bound by the terms of this agreement (this “Agreement”). Please read this Agreement carefully. IF YOU DO NOT AGREE TO THIS AGREEMENT, DO NOT ACCESS OR USE THE SERVICE.

**Description of Service**

Patient Access is an internet-based portal that allows you to retrieve certain health information about you. In addition to your health information, if you have the authority under applicable law to access the health information of another individual, such as your child (a “Secondary Patient”), that Secondary Patient’s medical providers may, in their discretion, grant you access privileges for that Secondary Patient’s health information through the Service. Your medical provider (“Provider”) is responsible for the information made available to you through the Service.

The Service is enabled by technology provided by Health Gorilla, Inc. (“Health Gorilla,” “we,” “our,” or “us”). Health Gorilla is not responsible for any errors in your health Information provided in the Service, or for accuracy, legality or non-infringement. We are not responsible for any health information provided by third-party providers, or their patient portal sites. We are not responsible for the completeness, timeliness, accuracy, relevance, deletion or non-delivery of any health Information, or interruption of the Service. If you think that your medical information displayed in Patient Access is inaccurate or incomplete, or if you would like to request a complete copy of your medical record, please contact your Provider directly.

Subject to your compliance with this Agreement, we grant you a limited, revocable, personal, non-exclusive, non-transferable, license to use the Services in the United States solely for your own personal, non-commercial use as described in this Agreement. You agree that you will use the Services in compliance with applicable laws.

**Data Rights**

We may obtain data related to you and/or the Secondary Patients in the regular course of providing the Service (collectively, “Data”). To the extent that any Data is collected by us pursuant to this Agreement, you (and the Secondary Patients, as applicable) grant rights to the Data to us and such Data may be used by us in any form and manner internally for any lawful purpose in accordance with our privacy policy. Additionally, and with respect to third parties, the Data will be used and provided to your Provider(s) for any lawful purpose and as agreed in this Agreement.

**Intellectual Property Rights**

We retain all rights in and to the Service, all related technology and all copyrights, patents, service marks, trademarks and other intellectual property rights. You will not (i) copy or modify the Service for any purpose; (ii) reverse-engineer, decompile, modify, translate, disassemble or discover the source code for all or any portion of the Service; (iii) distribute, disclose, market, rent, lease or otherwise transfer the Service to any other person or entity; or (iv) use the Service or permit, enable or assist a third party to create competing products or services.

**Ability to Contract**

You must either be 18 years or older or have parental permission to use the Service.

### **Medical Advice Disclaimer**

THE SERVICE IS NOT PROVIDING MEDICAL ADVICE AND IS NOT INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICINE OR OTHER HEALTHCARE SERVICES BY US. USE OF THE SERVICE DOES NOT CREATE A "DOCTOR TO PATIENT" OR "MEDICAL PROVIDER TO PATIENT" RELATIONSHIP WITH US. WE ARE NOT RECOMMENDING OR ENDORSING ANY SPECIFIC TREATMENT, DOCTOR, MEDICAL PROVIDER OR MEDICATION.

### **Warranty Disclaimer**

YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THAT WE DISCLAIM ANY AND ALL WARRANTIES RELATING TO SERVICE OR ANY OTHER MATTER COVERED BY THIS AGREEMENT, INCLUDING, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, WILL OPERATE WITHOUT INTERRUPTION OR DELAY AND/OR BE FREE OF ERRORS OR VIRUSES. WE MAKE NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY, COMPLETENESS, EFFECTIVENESS, SUITABILITY, OR RELIABILITY OF ANY CONTENT PROCESSED BY THE SERVICE. MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE SERVICE IS DONE AT YOUR OWN CHOOSING AND RISK.

Furthermore, we do not represent, warrant, or otherwise guarantee: (a) outcomes resulting from your use of the Service; or (b) that the information available through the Service complete, or that it addresses all relevant symptoms, medicines, and treatments for various diseases or medical conditions.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

### **Limitations of Liability**

IN NO EVENT SHALL WE BE LIABLE FOR LOST PROFITS OR BUSINESS, LOSS OF GOODWILL, LOSS OF DATA, BUSINESS INTERRUPTIONS, OR FOR ANY EXEMPLARY, PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES ARISE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE. Our aggregate liability for any and all claims arising under or in connection with this Agreement, the Services or its subject matter shall not exceed \$100. The above limitation, or exclusion, may not apply to you to the extent that applicable law prohibits the limitation or exclusion of liability for incidental or consequential damages.

The parties acknowledge that the disclaimers and limitations set forth in the Warranty Disclaimer and Limitations of Liability paragraphs are an essential element of this Agreement between the parties and the parties would not have entered into this Agreement without such disclaimers and limitations.

### **Indemnification**

You agree to defend, indemnify and hold harmless Health Gorilla, and its directors, officers, employees, agents, affiliates, and licensors, from and against any damages and costs (including reasonable attorneys' fees and costs incurred by the indemnified parties) in connection with any claim arising from your use of the Service, except to the extent the applicable claim arises from Health Gorilla's breach of this Agreement.

### **Term and Termination**

We may terminate your access to all or part of the Service at any time, for any reason without notifying you. Upon the termination of your access to the Service, all rights granted to you under this Agreement will automatically and immediately cease and you will promptly cease all uses of the Service. In such event, Health Gorilla may immediately deactivate and delete your account, including any Data, unless legally prohibited.

## **Miscellaneous**

This Agreement is governed by the laws of the State of California, without regard to its choice of law provisions. If any provision of this Agreement is held invalid or unenforceable under applicable law by a court of competent jurisdiction, it will be replaced with the valid provision that most closely reflects the intent of the parties, and the remaining provisions of this Agreement will remain in full force and effect. Any failure of Health Gorilla to enforce performance by you of any of the provisions of this Agreement, or to exercise any rights or remedies under this Agreement, will not be interpreted or construed as a waiver or relinquishment of our right to assert or rely upon such provision, right or remedy in that or any other instance. We may modify this Agreement upon providing notice to you either via the email or by posting such changes through the Service. Any use of the Service following any such modification constitutes an acceptance of the modification. If you do not accept any modification, you must immediately cease all usage of the Service.

You consent to receiving electronic communications from Health Gorilla relating to this Agreement, including to the email address you provided when you registered for the Service. You also agree that any notices, disclosures, or other communications sent electronically by Health Gorilla to you will satisfy any legal communications requirements, including that such communications be in writing.