

Remodel Health

Terms of Use

Effective: July 12, 2024

Remodel Health

Website Terms of Use

Last Revised: 07/12/2024

These Terms of Use (the “Terms”) are entered into between you (“you,” or “User”) and LINC Holdings, LLC dba Remodel Health (“Remodel Health,” “we,” “us,” and “our”). These Terms govern your access to and use of Remodel Health services offered on the website located at <https://remodelhealth.com/>, as well as the Remodel Health Member Site located at app.remodelhealth.com/login (collectively, the “Website”), including any content or functionality offered on or through the Website. The Website is published, owned, and operated by Remodel Health.

By accessing, browsing, submitting information to and/or using the Website, you agree and acknowledge on your own behalf that you have read, understand, and agree to be bound by these Terms, the Privacy Policy, the Member Terms (solely to the extent you use such Member Site), and to comply with all applicable laws including, without limitation, all federal, state, and local tax and tariff laws, regulations, and/or directives. If you do not agree to these Terms, please do not use the Website.

1. Purpose of the Website.

The Website is provided solely for informational purposes and the purposes of enabling communication between you and Remodel Health. The information provided is intended to be general in nature and does not necessarily address all the terms, exclusions, and conditions applicable to our products and services.

We do not warrant the accuracy, completeness, or usefulness of this information at any particular time. Any reliance you place on such information is strictly at your own risk. Remodel Health disclaims all liability and responsibility arising from any reliance placed on such content by you or any other visitor to our Website, or by anyone who may be informed of any of its contents. Any information you provide or that is collected by Remodel Health through the Website shall be handled in accordance with the Website’s [Privacy Policy](#), which is hereby incorporated by reference

The Website and all associated Remodel Health services and products are not, and shall never become, a substitute for professional medical advice, diagnosis or treatment, and shall not constitute medical or other professional advice. Remodel Health does not recommend or endorse any specific physicians, health care facilities, ancillary health care providers, products, procedures, opinions, or other information that may be mentioned or accessed on the Website or any other electronic means. Reliance on any information provided by Remodel Health is solely at your own risk. The information provided through the Website is designed to support, not replace, the relationship that exists between you and your medical care provider. Never disregard or delay seeking professional medical advice because of something you read or see on the Website. If you have any questions about your health conditions or a medical emergency, consult your medical services provider.

2. Use of the Website.

Remodel Health grants you a non-exclusive right to access and use the Website and the data, material, content, or information herein (collectively, the "Content") solely for your personal use. Your right to access and use the Website shall be limited to non-commercial purposes unless you are otherwise expressly authorized by Remodel Health to use the Website for commercial purposes. You agree to use the Website only for lawful purposes, comply with all rules governing any transactions on and through the Website, and comply with applicable laws.

3. User Account Responsibility.

If you are given, or if you create, an account (including any password) to access the Website, you are responsible for maintaining the confidentiality and security of your account, including all of your passwords. When creating an account, you agree to provide us with accurate and complete information and detail, as required, and to keep it up to date. You are responsible for all activities that occur under your account and you agree to notify Remodel Health immediately of any unauthorized use of your account. Remodel Health is not responsible for any loss that you may incur as a result of any unauthorized person using your account or your password.

4. Prohibited Uses. You agree that you will not:

- Use the Website in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of them;
- Attempt to gain unauthorized access to any Website account, computer systems or networks associated with Remodel Health or the Website;
- Obtain or attempt to obtain any materials or information through the Website by any means not intentionally made available or provided by Remodel Health;
- Use any robot, spider, or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website;
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful;
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack; or
- Impersonate or attempt to impersonate Remodel Health, a Remodel Health employee, another user or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).

5. Notice and Consent to Receipt of Text (SMS) Messaging and Phone Calls.

You may have the opportunity to receive SMS or "text" messages, pre-recorded voice messages or auto-dialed phone calls from Remodel Health, its affiliates and related entities as well as third parties. Such messaging may be used to authenticate your identity or mobile device, as well as provide you informational updates about services or products you may have requested. In providing your mobile device number or cell phone number to Remodel Health, you knowingly consent to such communications from or on behalf of Remodel Health or for Remodel Health to use your cell phone number or mobile device number in accordance with Remodel Health's Privacy Policy. In providing your number and accepting these Terms, you represent that you have the authority to agree to receive text messages at the telephone number that you provide to Remodel Health, or from which you sent the text message request to us. You further acknowledge that no purchase is required to opt into this service, and you may opt out at any time by following instructions provided in our communications to you.

Not all mobile devices or handsets may be supported by this service. Remodel Health and any mobile carriers are not liable for delayed or undelivered messages. Message and data rates may apply to any text messages. Message frequency depends on the nature of your request. You hereby agree to be responsible for all costs, charges and fees you incur from your service or device provider as a result of choosing to receive such messages from Remodel Health.

6. Third-party Websites.

The Website may contain links to websites and platforms controlled or operated by persons and companies other than Remodel Health ("Linked Sites"). Linked Sites are not under the control of Remodel Health, and Remodel Health is not responsible for the contents of any Linked Site,

including without limitation any link contained on a Linked Site, or any changes or updates to a Linked Site. Remodel Health is not responsible if the Linked Site is not working correctly or for any viruses, malware, or other harms resulting from your use of a Linked Site. Remodel Health is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Remodel Health of the site or any association with its operators. You are responsible for viewing and abiding by the privacy policies and terms of use posted on the Linked Sites. You are solely responsible for any dealings with third parties who support Remodel Health or are identified in the Website, including any delivery of and payment for goods and services.

7. Third-party Applications.

You acknowledge that your access and use of any third-party applications or software on our Website and Content (the “Third-party Applications”) is at your discretion and risk, and Remodel Health has no liability to you arising from your use of the Third-party Applications. Remodel Health hereby disclaims any representation, warranty, or guaranty regarding the Third-party Applications, whether expressed, implied or statutory, including, without limitation, the implied warranties of merchantability or fitness for a particular purpose, and any representation, warranty, or guaranty regarding the availability, quality, reliability, features, appropriateness, accuracy, completeness, or legality of the Third-party Applications, and you agree to indemnify and hold Remodel Health harmless for any direct, indirect, punitive, incidental, special, or consequential damages, or any damages whatsoever including, without limitation, damages for loss of use, arising out of or in any way connected with your use or performance of the Third-party Applications.

8. Intellectual Property Notices.

The Website and Content are protected by copyrights, trademarks, or are subject to other proprietary rights. Accordingly, you are not permitted to use the Website or Content in any manner, except as expressly permitted by Remodel Health in these Terms. The Website and Content may not be copied, reproduced, modified, published, uploaded, posted, transmitted, performed, or distributed in any way, and you agree not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, or create derivatives without the express written consent of Remodel Health or applicable owner.

Copyright. You should assume that everything you see or read on Remodel Health’s Website is copyrighted unless otherwise noted and may not be used without the written permission of Remodel Health. Remodel Health neither warrants nor represents that your use of materials displayed on Remodel Health’s Website will not infringe the rights of third parties. Content, images, photographs, data, or illustrations displayed on Remodel Health’s Website is either property of, or used with permission by, Remodel Health. The use of these materials by you, or anyone else authorized by you, is prohibited unless specifically permitted by these Terms or specific permission provided elsewhere on Remodel Health’s Website. Any unauthorized use of any content, images, photographs, or illustrations may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

Your Content. Any Content you create or own or to which you have a license and use on the Website is Your Content. In sharing Your Content on the Website, you warrant and represent you have the legal right to use Your Content and grant Remodel Health an irrevocable, royalty-free, fully paid up, worldwide, non-exclusive license to use Your Content in providing any Website services as described in these Terms and in any posted policies on the Website. The Website services may also provide you with features like photo thumbnails, previews, easy sorting, editing, sharing, creating templates, and searching. These and other features may require our Remodel Health systems to access, store, and scan Your Content. You may also be able to share Your Content with others, so please think carefully about what you share.

You acknowledge and agree that you are solely responsible for complying with the applicable restrictions on use of all Content, copyrighted materials and trademarks that you see, hear, and use on the Website. You understand that any unauthorized use of such intellectual property would result in irreparable injury for which money damages would be inadequate. You further acknowledge that, in the event of any such unauthorized use, Remodel Health or the applicable intellectual property owner will have the right, in addition to other remedies available at law and in equity, to immediate injunctive relief to prevent any such unauthorized use.

Questions regarding the use of any intellectual property provided on the Website should be directed to legal@remodelhealth.com.

9. United States Only.

Remodel Health is based in the state of Indiana in the United States. Remodel Health provides this Website for use only by persons located in the United States. We make no claims that the Website or any of its contents are accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries.

10. Disclaimer.

EXCEPT AS MAY OTHERWISE BE EXPRESSLY PROVIDED IN THESE TERMS, ALL INFORMATION, CONTENT, OR SERVICES PROVIDED BY REMODEL HEALTH TO YOU VIA THE WEBSITE, INCLUDING, WITHOUT LIMITATION, ALL CONTENT, ARE PROVIDED “AS IS” AND “WHERE IS” AND WITHOUT ANY WARRANTIES OF ANY KIND. REMODEL HEALTH AND ITS THIRD-PARTY LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN TO THE CONTRARY, REMODEL HEALTH AND ITS THIRD-PARTY LICENSORS MAKE NO REPRESENTATION, WARRANTY OR COVENANT CONCERNING THE ACCURACY, QUALITY, SUITABILITY, COMPLETENESS, SEQUENCE, TIMELINESS, SECURITY OR AVAILABILITY OF THE WEBSITE OR ANY CONTENT POSTED ON OR OTHERWISE ACCESSIBLE VIA THE WEBSITE. YOU SPECIFICALLY ACKNOWLEDGE THAT REMODEL HEALTH AND ITS THIRD-PARTY LICENSORS ARE NOT LIABLE FOR THE DEFAMATORY, OBSCENE OR UNLAWFUL CONDUCT OF OTHER THIRD PARTIES OR USERS OF THE WEBSITE AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. NEITHER REMODEL HEALTH NOR ANY OF ITS THIRD-PARTY LICENSORS REPRESENT, WARRANT OR COVENANT THAT THE WEBSITE WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE. REMODEL HEALTH FURTHER MAKES NO WARRANTY THAT THE WEBSITE WILL BE FREE OF VIRUSES, WORMS OR TROJAN HORSES OR THAT IT WILL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SOFTWARE. YOU EXPRESSLY AGREE THAT USE OF THE WEBSITE IS AT YOUR SOLE RISK AND THAT REMODEL HEALTH, ITS AFFILIATES AND THEIR THIRD-PARTY LICENSORS SHALL NOT BE RESPONSIBLE FOR ANY TERMINATION, INTERRUPTION OF SERVICES, DELAYS, ERRORS, FAILURES OF PERFORMANCE, DEFECTS, LINE FAILURES, OR OMISSIONS ASSOCIATED WITH THE WEBSITE OR YOUR USE THEREOF. YOUR SOLE REMEDY AGAINST REMODEL HEALTH FOR DISSATISFACTION WITH THE WEBSITE OR THE CONTENT IS TO CEASE YOUR USE OF THE WEBSITE AND/OR THE CONTENT. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER RIGHTS, WHICH VARY BY JURISDICTION. WHEN THE IMPLIED WARRANTIES ARE NOT ALLOWED TO BE EXCLUDED IN THEIR ENTIRETY, YOU AGREE THAT THEY WILL BE LIMITED TO THE GREATEST EXTENT AND SHORTEST DURATION PERMITTED BY LAW.

11. Limitation of Liability.

UNDER NO CIRCUMSTANCES SHALL REMODEL HEALTH OR ANY OF ITS THIRD-PARTY LICENSORS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF USE, LOSS OF DATA, LOSS OF INFORMATION OR PROGRAMS ON YOUR DATA HANDLING SYSTEM, TRANSACTION LOSSES, OPPORTUNITY COSTS, INTERRUPTION OF BUSINESS OR COSTS OF PROCURING SUBSTITUTE GOODS) RESULTING FROM, ARISING OUT OF OR IN ANY WAY RELATING TO THE WEBSITE, OR THE DATA, CONTENT OR INFORMATION ACCESSED VIA THE WEBSITE OR ANY HYPERLINKED WEBSITE, OR ANY DISRUPTION OR DELAY IN THE PERFORMANCE OF THE WEBSITE, REGARDLESS OF THE FORM OF THE CLAIM OR ACTION, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE, AND REGARDLESS OF WHETHER OR NOT SUCH DAMAGES WERE FORESEEN, UNFORESEEN OR FORESEEABLE, EVEN IF REMODEL HEALTH OR ITS THIRD-PARTY LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BY ACCESSING THE WEBSITE SUBJECT TO THESE TERMS OF USE, YOU UNDERSTAND THAT YOU ARE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE, COUNTRY OR TERRITORY, WHICH PROVIDES AS FOLLOWS: “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 MATERIALLY AFFECT HIS OR HER SETTLEMENT WITH THE DEBTOR.” SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. WHEN THE IMPLIED WARRANTIES ARE NOT ALLOWED TO BE EXCLUDED IN THEIR ENTIRETY, THEY WILL BE LIMITED TO THE SHORTEST DURATION PERMITTED BY LAW. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. IN ANY CASE, REMODEL HEALTH’S AND ITS LICENSORS’ ENTIRE LIABILITY UNDER ANY PROVISION OF THESE TERMS WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU TO VENDOR FOR THE PLATFORM IN

THE SIX (6) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY, OR TEN DOLLARS (\$10.00), WHICHEVER IS GREATER.

12. Indemnity.

You agree to defend, indemnify and hold harmless Remodel Health and its affiliates, directors, officers, employees, and/or agents (collectively, “Remodel Health Indemnitees”) from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) that may be incurred by any of Remodel Health Indemnitees arising out of or relating to Your Content, your violation of these Terms, your violation of any applicable laws, rules or regulations in connection with the Website, or from any other misuse of the Website. You agree that in the event any claim, allegation, suit or similar proceeding is commenced by a third party against any of Remodel Health Indemnitees, that you will pay for the defense thereof, including reasonable attorneys’ fees and costs. Notwithstanding any of the foregoing, Remodel Health reserves the right to assume the exclusive defense and control of any proceeding that relates to Remodel Health, the Website, or any aspects thereof, whether or not subject to indemnification hereunder, and in such case you will cooperate fully with Remodel Health in our defense thereof.

13. Termination and Restriction of Access.

In its sole discretion, Remodel Health may terminate or suspend your access to the Website for breach of these Terms or for any reason whatsoever, with or without notice. Remodel Health shall not be liable for any losses or damages arising from any such termination of service.

14. Arbitration.

At its sole discretion, Remodel Health may require you to submit any disputes arising from use of the Website, or breach of these Terms, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Delaware law. Arbitration shall take place in Indianapolis, Indiana unless otherwise directed under application of the Rules of Arbitration of the American Arbitration Association. By using the Website, you hereby consent to submission of any dispute to be final and binding arbitration.

15. Limitation on Time to File Claims.

Any cause of action or claim you may have arising out of or relating to these Terms or the Website must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action or claim is permanently barred.

16. Governing Law & Jurisdiction.

These Terms are governed by the laws of the State of Delaware, U.S.A. You hereby irrevocably consent to the exclusive jurisdiction and venue of the courts in Indianapolis, Indiana, U.S.A. in all disputes arising out of or relating to the use of the Website. The parties have required that this agreement and all documents related to this agreement be drawn up in English. As to any ambiguities resulting from translation from English to any other language, provisions in the English language shall be controlling in all respects. PURSUANT TO ARTICLE 6 OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS (“UN CONVENTION”), THE PARTIES AGREE THAT THE UN CONVENTION WILL NOT APPLY TO THIS AGREEMENT.

17. Changes to these Terms of Use.

Remodel Health may update or change these Terms from time to time in order to reflect changes in any offered services, changes in the law, or for other reasons as deemed necessary by Remodel Health. The effective date of any Terms will be reflected in the “Last Revised” entry at the top of these Terms. Your continued use of the Website after any such change is communicated shall constitute your consent to such change(s).

18. General.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Remodel Health as a result of these Terms or use of the Website. You may not assign these Terms without the prior written consent of Remodel Health in all instances. Remodel Health may assign these Terms, in whole or in part, at any time. Remodel Health’s performance of these Terms is subject to existing laws and legal process, and nothing contained in these Terms is in derogation of Remodel Health’s right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by Remodel Health with respect to such use.

If any part of these Terms are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms shall continue in effect.

These Terms, including the Privacy Policy and all other documents expressly incorporated herein by reference, constitute the entire agreement between you and Remodel Health with respect to the Website, and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and Remodel Health. A printed version of these Terms and of any notices given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

19. Remodel Health Contact Information.

Questions can be directed to Remodel Health at: legal@remodelhealth.com or 844.748.3240.