

## TERMS & CONDITIONS OF USE AGREEMENT

In this Terms & Conditions of Use Agreement (“Agreement”), “AYIN”, “we”, “our” or “us” refers to Ayin Health Solutions, Inc. AYIN is providing the Applications (as defined below) and your use of the Applications is subject to the following terms and conditions.

**PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE YOU CONTINUE. BY CONTINUING, YOU ARE DEEMED TO HAVE ACCEPTED THE TERMS & CONDITIONS OF USE IN THEIR ENTIRETY.**

**YOU MUST BE AT LEAST 18 YEARS OLD TO USE THE APPLICATIONS OR ANY FEATURES OR SERVICES.**

### **HIPAA Privacy Policy/ Privacy Statement**

Online account information and certain other information about you are subject to our Privacy Statement as well as our HIPAA Privacy Policy. For more information, please see our Privacy Statement and our HIPAA Privacy Policy.

This Agreement sets forth our usage guidelines and standards of use of the Applications. By using the Applications you (as a “User”) agree to these terms and conditions. A “User” is defined as any visitor including both registered and unregistered visitors (all visitors have the ability to browse the Applications, including through a mobile device). Certain areas or features of the Applications may be restricted to Users who have obtained an ID and password by completing a registration process. Please be sure to protect and maintain the confidentiality of any information you may obtain in connection with your use of the Applications. You agree to notify AYIN immediately if you believe your ID, password or other identifying information has been lost, stolen or otherwise compromised. If you do not agree to the terms and conditions of this Agreement, you should immediately discontinue use or viewing of the Applications.

If you wish to make use of the Applications its features or services, you agree to the terms in this Agreement and indicate your acceptance of the same by continued use of the Applications along with acceptance during the registration process. We reserve the right, at any time, to modify, alter, or update the terms and conditions of this Agreement. If we make any material changes, we will notify you by email (sent to the e-mail address specified in your account) or by means of a notice on the Applications prior to the change becoming effective. We encourage you to periodically review this page for the latest information on our terms and to review our most current terms.

AYIN may refuse to offer or continue offering the Applications to any person or entity for any reason or no reason and may change its eligibility criteria from time to time.

### **1.0 Description of Service – Limited Use License Agreement**

AYIN operates a wellness/disease management website, mobile applications, and related services for wellness/disease management (collectively, the “Applications”). Depending on the nature of the services provided to you, you will have the ability to log into the Applications with a secure login. In those instances, you may receive an invitation to create your own password-protected account and you can change your contact information and password information on the Applications. AYIN may also provide you with online viewing of forms, explanations of laboratory tests results and other health care information, including disclosure of laboratory test results to an ordering physician or other healthcare professional involved in various wellness or disease management modules of the Applications. AYIN does not display complete medical records via the Applications.

You are licensed to use the Applications only for the purpose of engaging with AYIN under this Agreement. Access to and use of password-protected or secure areas of the Applications is restricted to authorized Users only. Users who access or attempt to access secure areas of the Applications without authorization may be subject to contractual and legal liability, including but not limited to, termination of User rights under this Agreement, termination of access and use of the Applications, and potential criminal charges.

### **2.0 Registration Process**

To become a registered User, you must complete the registration process by providing AYIN (or its service providers) with current, complete and accurate information, as more specifically required by the registration procedures. By way of illustration and not limitation: to register, you may be required to specify a username and password, and to provide a name, address, zip code, legitimate electronic mail address and certain additional information (for example, preferred contact method).

You shall maintain and update your registration profile data, to ensure that it is always current, complete and accurate. At its sole discretion, AYIN may refuse to accept your registration for any reason.

Upon acceptance, AYIN will provide access credentials to you. You will be solely liable for any and all activities under your account. Multiple User accounts are prohibited. You may only register for and maintain one (1) account.

### **3.0 Proprietary Rights to Content**

You acknowledge and agree that the Applications contain information, data, software, photographs, graphics, text, images, logos, icons, typefaces, audio and video material, and/or other material (collectively referred to as "Content") protected by copyright, trademark, patents, service marks, or other proprietary rights, and that these rights are valid and protected in all forms, media, and technologies existing now or hereinafter developed.

By using the Applications, you are licensed to use the Content only for personal use. The downloading of the whole or significant portions of any Content or database is strictly prohibited. Resale of any Content or database or portion thereof, is also prohibited.

All Content displayed on the Applications and all software, data and information used to create the Applications and the Content, including text and images, method of display and presentation, source code, object code, embedded routines and programs and other materials, as well as all copyrights, trademarks, service marks, patents and other intellectual property rights, or proprietary rights therein or thereto, are owned by AYIN, its affiliates, suppliers or licensors, and are protected under U.S. and international copyright, trademark and other applicable laws and treaties including international trade and export laws. All rights not expressly granted to you by Us in this Agreement are reserved by AYIN and you acknowledge and agree that you do not acquire any ownership rights by accessing or downloading copyrighted material or Content from AYIN.

### **4.0 Disclaimers**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE APPLICATIONS IS AT YOUR SOLE RISK. THE APPLICATIONS ARE PROVIDED BY AYIN ON AN "AS IS" AND ON AN "AS AVAILABLE" BASIS ONLY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AYIN MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE USE OR THE RESULTS OF SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. AYIN SHALL HAVE NO LIABILITY FOR ANY INTERRUPTIONS IN THE USE OF THE APPLICATIONS. IN ADDITION, AYIN DOES NOT WARRANT OR REPRESENT THE FOLLOWING: (1) THE APPLICATIONS WILL MEET YOUR REQUIREMENTS, (2) THE APPLICATIONS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (3) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE APPLICATIONS WILL BE ACCURATE OR RELIABLE, (4) THE QUALITY OF ANY PRODUCTS, SERVICES, OR INFORMATION, OR OTHER MATERIALS OBTAINED BY YOU THROUGH THE APPLICATIONS WILL MEET YOUR EXPECTATIONS, (5) ANY SERVER THAT MAKE THE APPLICATIONS AVAILABLE IS FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS; OR (6) ANY ERRORS IN THE APPLICATIONS WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE APPLICATIONS IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY LOSS OR DAMAGE INCURRED, INCLUDING BUT NOT LIMITED TO, DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. YOU (AND NOT US OR ANY OF AYIN'S AFFILIATED COMPANIES OR ANY OF OUR OR THEIR RESPECTIVE LICENSORS OR VENDORS) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION FOR ANY SUCH DAMAGE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM AYIN SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS & CONDITIONS OF USE.

#### **4.1 Medical and HIPAA Security Disclaimer**

FOR REGISTERED USERS WITHIN THE SECURE SECTION OF THE SITE: AYIN IS NOT A HEALTH CARE PROVIDER. HOWEVER BY PROCESSING AND DISPLAYING PROTECTED HEALTH INFORMATION ("PHI"), AYIN IS SUBJECT TO THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA") AS A BUSINESS ASSOCIATE. UNDER HIPAA, BUSINESS ASSOCIATES LIKE AYIN ARE REQUIRED TO USE REASONABLE AND APPROPRIATE SAFEGUARDS TO PREVENT DATA BREACHES. ALTHOUGH AYIN USES TECHNOLOGY SUCH AS MULTIFACTOR AUTHENTICATION OR OTHER TECHNOLOGY TO ENSURE APPROPRIATE ACCESS, THERE IS NO 100% GUARANTEE THAT ALL DATA AVAILABLE VIA THE INTERNET WILL BE SAFE.

THE MATERIAL AVAILABLE THROUGH THE APPLICATIONS IS FOR INFORMATIONAL PURPOSES ONLY. BEFORE YOU ACT ON ANY INFORMATION YOU'VE FOUND ON THE APPLICATIONS, YOU SHOULD INDEPENDENTLY CONFIRM ANY FACTS THAT ARE IMPORTANT TO YOUR DECISION, INCLUDING WITH A LICENSED HEALTH CARE PROVIDER. IF YOU RELY ON ANY INFORMATION OR SERVICE AVAILABLE THROUGH AYIN, WHETHER OBTAINED AS A REGISTERED OR UNREGISTERED USER, YOU EXPRESSLY AGREE THAT YOU DO SO AT YOUR OWN RISK.

AYIN DISCLAIMS ALL WARRANTIES WITH REGARD TO THE INFORMATION PROVIDED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND IMPLIED WARRANTY OF NON-INFRINGEMENT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES; THEREFORE, THE ABOVE-REFERENCED EXCLUSION MAY NOT APPLY TO YOU.

## **5.0 Limitation of Liability**

AYIN SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, AND IN PARTICULAR AYIN SHALL NOT BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST INCOME, LOSS OF REVENUE, OR LOSS OF USE, ARISING OUT OF OR RELATED TO THE USE OR THE INABILITY TO USE THE APPLICATIONS OR THE INFORMATION CONTAINED IN IT, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE APPLICATIONS OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OF DATA PROVIDED BY YOU, WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE, EVEN IF AYIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THESE TERMS OF USE, THE SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING AYIN AND ANY SERVICES.

## **6.0 Indemnification**

You agree to indemnify and hold AYIN, its subsidiaries, affiliates, officers, agents, attorneys and employees, harmless from any claim or demand of any kind whatsoever, including reasonable attorneys' fees and costs, made by any third party due to or arising out of the use of the Applications, the violation of this Agreement, or infringement by another User, of any intellectual property or any other right of any person or entity who may have gained access to the Applications by using your ID and password.

## **7.0 Technology Export Control**

Through the Bureau of Industry and Security and its use of the Export Administration Regulations, the United States government has implemented export control laws that regulate the export and re-export of technology originating from within the United States. This technology includes the electronic transmission of information or software. The export control laws regulate the exporting or re-exporting of this technology to foreign countries and to certain foreign nationals. You agree to abide by these laws and regulations, including but not limited to, the Export Administration Act, U.S. Foreign Corrupt Practices Act and the Arms Export Control Act and not to transfer, by electronic transmission or otherwise, any Content derived from the website to either a foreign national or foreign destination in violation of such laws.

## **8.0 User Account Obligations**

You shall provide a password and receive an account for the Applications. You are entirely responsible for any and all activities which occur under your account whether authorized or not authorized.

You, in registering, specifically consent to the storage and processing of your personal information. In consideration of your use of the Applications, you agree to:

1. Provide true, accurate, current and complete information about yourself or your company as requested; and
2. Maintain and promptly update your information to keep it true, accurate, current and complete.

Should you provide any information about yourself or your company that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to believe that such information is untrue, inaccurate, not current or incomplete; we have the right to suspend or terminate your account.

Furthermore, you understand that you may not:

1. Select or use a name of another person with the intent to impersonate that person; or
2. Use the rights of any person other than yourself without authorization; or
3. Open an account if You are under the age of 18 without parental consent.

## **9.0 Legal Compliance**

AYIN reserves the right to use any information available by virtue of Your use of the Applications (including, for example, reverse IP address inquiry) in order to comply with any law, to enforce our Terms & Conditions of Use Agreement or Privacy Statement, or to protect the rights, property or safety of all visitors and Users to our customers, the public or AYIN and its affiliates or licensees. We reserve the right without obligation to review the content of the Applications, and other information posted to the Applications to determine compliance with our Agreement and operating rules established by Us or our affiliates, agents or subcontractors, and to satisfy any law, regulation or authorized government request.

## **10.0 Modifications and Interruption to Service**

AYIN reserves the right to modify or discontinue any services with or without notice. AYIN shall not be liable to a User or any third party should AYIN exercise its right to modify or discontinue any service. You acknowledge and accept that AYIN does not guarantee continuous, uninterrupted or secure access to the Applications and operation of the Applications may be interfered with or adversely affected by numerous factors or circumstances outside of our operation or control.

#### **11.0 Service Disclaimer Information**

AYIN disclaims liability for any products, sales, transactions or information provided by or related to third parties or affiliates and obtained through any posting, listing or link via the Applications.

You agree to indemnify, hold harmless, and defend AYIN HEALTH SOLUTIONS, INC. AND ITS STAFF, AGENTS DIRECTORS, AND OFFICERS (hereinafter referred to as "AYIN Parties") from any and all fault, liabilities, costs, expenses, claims, and demands or lawsuits arising out of, related to or connected with this Agreement or the services offered by AYIN hereunder.

#### **12.0 Third-Party Links**

AYIN may include links to online merchants, vendors, suppliers, manufacturers, health care entities, contractors, subcontractors, service providers and/or other third parties (collectively referred to as "Vendor(s)"). Any such links to Vendors are provided for your convenience only, and such links do not imply endorsement by AYIN of such Vendors or the content contained therein. You acknowledge that we are not responsible for the availability of, or the content located on or through, any Vendors. You should contact those Vendors if you have any concerns regarding such links or the content. Your use of Vendors is subject to the terms & conditions of use and privacy policies of each Vendor. We encourage all Users to review said policies of all Vendors.

AYIN disclaims all warranties, express or implied, as to the accuracy, legality, reliability or validity concerning Vendors and their offerings, and you agree that any recourse for dissatisfaction or problems with Vendors must be directed to the Vendors and not AYIN as you agree to waive any claim you may have against us with respect to any Vendors claim.

#### **13.0 Governing Jurisdiction**

This Agreement will be governed by and construed in accordance with the laws of the United States of America and the laws of the State of Oregon, without regard to any principals of conflicts of law. Any and all services and rights of use hereunder are considered performed in the United States of America and You agree that any action at law or in equity that arises out of or relates to AYIN, this Agreement or the Applications must be filed only in the state or federal courts located in Multnomah County, Oregon and the United States District Court for the District of Oregon as the exclusive jurisdictions for any such action between You and AYIN arising out of relating to AYIN, this Agreement or the Applications and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

#### **14.0 Compliance with Laws and International Use**

You assume all knowledge of applicable laws and are responsible for compliance with any such laws. You may not use AYIN in any way that violates applicable state, federal, or international laws, regulations or other government requirements.

Furthermore, we make no representation that materials or services on the Applications are appropriate or available for use in locations outside the United States and accessing them from territories where their content is illegal is prohibited. Those who choose to access the Applications from other locations outside of the United States do so on their own initiative and at their own risk and are responsible for compliance with those local laws and regulations. Please see actual regulations for more information.

#### **14.1 California Consumer Protection Act**

The California Consumer Privacy Act ("CCPA") provides California residents with specific rights as to the privacy and management of their user information. These laws include the Right to Know what user information a business has on its systems, how that user information is used, and a right to request it be deleted. The Privacy Statement describes such user's rights related to the use of their information. If you would like to exercise your rights under CCPA, you may contact us at:

Providence  
Department of Legal Affairs  
1801 Lind Avenue SW  
Renton, WA 98057-9016

If you choose to exercise your rights under CCPA, you may not be discriminated against by us for choosing to do so.

#### **15.0 Notification of Claimed Copyright Infringement**

We respect the intellectual property of others and we ask our Users to do the same. If you believe that your work has been copied and is accessible on the Applications in a way that constitutes copyright infringement, you may notify us by providing our copyright agent the following information:

1. A description of the copyrighted work that you claim has been infringed;
2. Identification of the URL or other specific location on AYIN where the material you claim is infringing is located;
3. Your name, address, telephone number, email address, and statement that you are an authorized person to act on behalf of the owner of the copyright;
4. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
5. An affidavit submitted by you, sworn to and made under the penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are an authorized agent to act on behalf of the copyright owner.

Pursuant to Section 512(c) of the Copyright Revision Act, as amended by the Digital Millennium Copyright Act, AYIN designates the following individual as its agent for receipt of notifications of claimed copyright infringement.

Providence  
Department of Legal Affairs  
1801 Lind Avenue SW  
Renton, WA 98057-9016

#### **16.0 Botnets**

AYIN retains the right, at our sole discretion, to terminate any User involved with botnets and related activities. If any hostnames are used as command and control points for botnets, AYIN reserves the right to direct the involved hostnames to a honeypot, loopback address, logging facility, or any other destination at our discretion.

#### **17.0 Spamming**

Use of AYIN by you for spamming is strictly prohibited.

#### **18.0 Apple Terms**

In the event that you obtain any Application in the form of an App through the Apple App Store ("App"), offered by Apple, Inc. ("Apple"), the following shall apply:

- Both you and AYIN acknowledge that the agreements in the terms of service are concluded between you and AYIN only, and not with Apple, and that Apple is not responsible for the App;
- You will only use the App in connection with an Apple device that you own or control;
- You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App;
- In the event of any failure of the App to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification, Apple's sole warranty obligation to you will be to refund to you the purchase price, if any, paid for the App;
- You acknowledge and agree that AYIN, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the App;
- You acknowledge and agree that, in the event of any third-party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, AYIN, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;
- You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;
- Both you and AYIN acknowledge and agree that, in using the App, you will comply with any applicable third-party terms of agreement which may affect or be affected by such use;

- Both you and AYIN acknowledge and agree that Apple and Apple’s subsidiaries are third party beneficiaries of this Agreement, and that upon your acceptance of the terms of service, Apple will have the right (and will be deemed to have accepted the right) to enforce the terms of service against you as the third party beneficiary hereof; and
- In the event you use the App to provide you with real-time route or location guidance, YOUR USE OF THIS REAL TIME ROUTE GUIDANCE IS AT YOUR SOLE RISK. LOCATION DATA MAY NOT BE ACCURATE.

#### **19.0 Text Message Terms**

From time to time, AYIN may offer you the option to participate in contests, sweepstakes, or surveys or other health-related programs and activities which may be relevant to you. If you would like to participate, we may ask you for contact information, mobile telephone number, preferences or other information. This information may be used to conduct research, improve our offerings, or contact you via text message. Standard text message rates apply and you may opt out at any time by following the prompts on the text message itself or via any email communication opt out button. Our contests or sweepstakes may have separate rules and we will identify how the information that you supply will be used in each case.

#### **20.0 Miscellaneous Terms**

These Terms & Conditions of Use constitute the entire agreement and understanding between you and Us, superseding any prior agreements and understandings, and govern your use of the Applications. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software provided by our agents and subcontractors. Our failure to enforce or exercise any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and in full force and effect. You agree that this Agreement and any other agreements referenced herein, may be assigned by AYIN, in our sole discretion, to a third party in the event of a merger or acquisition. The section titles and headings in this Agreement are for convenience only and have no legal or contractual effect.

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

Your communications with AYIN may be recorded or monitored and by using such communications methods you are consenting to the recording or monitoring of the same.

Any rights not expressly granted herein are reserved by and for Us.

By submitting information to AYIN through AYIN or otherwise you are making an inquiry as to services offered by AYIN and give AYIN permission to contact you through Email, fax, telephone, mobile phone, or any means, even if your phone number or mobile number is on a “Do Not Call” list.

Certain sections or pages on the Applications may contain separate terms and conditions, which are in addition to this Agreement. In the event of a conflict, the additional terms and conditions will govern for those sections or pages.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.

AYIN will use commercially reasonable efforts to promptly respond and resolve any problem or question.

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## Consent to Test

In this Consent to Test, “AYIN”, “we”, “our” or “us” refers to Ayin Health Solutions, Inc.

By agreeing via the checkbox:

1. I consent to the screening and testing services (“Test Services”) and for a physician’s order to be obtained when necessary for the Test Services. I understand that only certain tests will be conducted as applicable to my wellness/disease management and/or incentive programs (“Program”). If I have any questions regarding which tests will be performed, I will contact AYIN.
2. I hereby release and hold harmless, on behalf of myself, my estate, my heirs and personal representative, AYIN, and any Test Services providers, and other Program partners including the ordering physician and other Program service providers (collectively “Partners”) and their affiliates, distributors, providers, employees, independent contractors, agents, directors, officers and shareholders and the successors and assigns of any of the preceding, from any and all claims and liability of any kind or nature whatsoever arising from or in connection with any services they provide, including Test Services.
3. If applicable, I hereby consent to the drawing of a blood sample via finger stick or venipuncture for screening purposes only.
4. Additionally, I understand the following:
  - AYIN is not a health care provider. I should discuss the Test Service results with my personal physician if I have any questions or concerns.
  - The validity of the Test Service results is based upon my having followed all applicable instructions, including fasting guidelines.
  - The Test Services are designed only for individuals over the age of 18 and by participating in the Test Services I am verifying that I am over 18.
  - The Test Service results, including but not limited to all data and information, are for screening assessment purposes only. The Test Service is not for the purpose of achieving a medical diagnosis, including that of hypercholesterolemia, hyperlipidemia or diabetes.
  - The responsibility for initiating a follow-up exam to confirm the results of this screening and obtain professional medical assistance is mine alone and not that of any other individual organization associated with this screening.
  - The potential risks of the finger stick or venipuncture test procedure may include bruising and/or soreness at the finger stick/venipuncture site and potential for infection.
  - The results of the Test Services may vary based upon testing methods and between clinical laboratories.
5. By providing a cell phone number, I hereby consent to being contacted on my cell phone by AYIN and any Program Partners providing services related to the Program. I understand that such calls may be made by automatic telephone dialing systems or other computer assisted technology. I will be given the opportunity to opt in or opt out of receiving text messages. Cell phone company charges may apply to any calls or text I receive and shall be solely my responsibility. If I do not want to be contacted on my cell phone, I will not provide my cell phone number. If I later

desire to have my cell phone number deleted as my contact number, I am responsible for (1) changing the number in my online wellness portal, (2) informing my health plan or employer sponsor of my wellness program, and/or (3) informing AYIN.

6. By providing my email address, I hereby consent to being contacted on my email by AYIN and any Program Partners providing services related to the Program. Please keep in mind that communications via email over the internet are not secure. Although it is unlikely, there is a possibility that information you include in an email can be intercepted and read by other parties besides the person to whom it is addressed. Any charges associated with the use of that email shall be solely my responsibility. If I do not want to be contacted on my email, I will not provide my email address. If I later desire to have my email address deleted as my contact email, I am responsible for (1) changing the email address in my online wellness portal, (2) informing my health plan or employer sponsor of my wellness program, and/or (3) informing AYIN.
7. If applicable, my agreement indicates that I have read and understand the important Warning information and that I do not have any devices or conditions listed below that would prohibit the use of the analyzer.
  - Body Fat/BMI Warning Statement: Under NO circumstances are screening participants to use the Body Fat Analyzer if they have any of the following medical electronic devices and/or if pregnant: Medical electric implants (such as pacemakers), electric life support systems (such as an artificial heart/lung), portable electronic medical devices (such as electrocardiograph). This unit may cause the above-mentioned medical electronic device to malfunction.