

Terms of Use for CBD+me

Registration Questions Asked After Agreeing to TOU and Privacy

- * I agree to share my info with my preferred supplier or retailer
- * I agree to share my info with investigators studying my condition

Terms of Use

ValidCare, LLC, a Colorado Limited Liability Corporation (“ValidCare,” “our,” “us,” or “we”) provides a software-as-a-service product for wellness consumers which includes an Application (“App”) and also may include web-based dashboard (“Dashboard”) collectively, ValidCare Products. The Products are designed to help wellness consumers (Users) and their designated Proxy (“Proxy”) gain, track, share and manage wellness information with (i) other wellness consumers (“Users”) and their Proxy(s), (ii) researchers and care givers (“Providers”) and or (iii) companies who make, sell or invest in wellness products (“Suppliers”). The term “you” refers to a wellness consumer or ones Proxy who is an end user of ValidCare.

Acceptance

This End User Service Agreement (this “Agreement”) sets forth the legally binding terms for your use of and access to ValidCare. By registering, installing the App or using ValidCare products, you agree to be bound by this Agreement as of such date (the “Effective Date”). IF YOU DO NOT AGREE WITH IT, YOU SHOULD NOT USE VALIDCARE PRODUCTS OR INSTALL THE APP, OR SHOULD DISCONTINUE USE THEREOF AND UNINSTALL THE APP IMMEDIATELY.

- 1. Who We Are:** ValidCare provides technology solutions for the wellness industry. ValidCare is not a health care provider nor health insurance carrier and does not practice medicine, dispense medical or health-related advice.
- 2. Representations About You:** You represent and warrant that you are 18 years of age or older and that the information that you provide to us about you, or, if you are a Proxy, about the User you represent, in connection with ValidCare will be current, true, accurate, supportable and complete. If you are a Proxy, you further represent and warrant that you have all necessary rights, licenses, consents and approvals to provide us with any User-related information and data (including User wellness information) in connection with ValidCare.
- 3. Designation Of Proxy:** As a User of ValidCare's Products, you may allow a Proxy that you validate and invite to use ValidCare on your behalf via the App and the Dashboard. As a User, you acknowledge that ValidCare is not responsible for any Proxy that you allow to use and access ValidCare Products on your behalf.
- 4. Services Through ValidCare Products:** You may receive Content from Providers and Suppliers (collectively referred to as “Services”) and their personnel with whom you have a relationship for the provision of Services and that you validate and connect with through a Service access code or link

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distributed via the App or Dashboard. ValidCare has contracts with various Services allowing them to access ValidCare Products. However, ValidCare does not warrant or endorse any Service(s) and does not validate or investigate the licensing, certification or other requirements and qualifications of Services. It is your responsibility to investigate assess the worthiness of Services.

5. License Grant Subject to the terms of this Agreement: ValidCare hereby grants you a limited, non-exclusive and nontransferable license to (a) access ValidCare Products, (b) download, install and use the App on a smart phone, tablet or other mobile device that you own or control and (c) use the content, including text, pictures, videos, links and personalized information or instructions made available to you through the App or Dashboard (“Content”) for your personal, non-commercial use.

6. License Restrictions: You shall not: (a) copy any element of ValidCare Products, except as expressly permitted by this license; (b) modify, translate, adapt, or otherwise create derivative works or improvements of ValidCare; (c) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of any element of ValidCare Products; (d) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notice from ValidCare Products; or (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available ValidCare Products or any features or functionality thereof to any third party for any reason. If for some reason these restrictions are prohibited by applicable law or by an agreement we have with one of our licensors, then the activities are permitted only to the extent necessary to comply with such law or license(s).

7. Reservation of Rights: You acknowledge that the App is licensed, not sold, to you. ValidCare reserves all rights in and to ValidCare not expressly granted to you under this Agreement. You do not acquire any ownership interest in the App or any ValidCare Product under this Agreement, including any copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement. If you submit comments, suggestions, or other feedback regarding ValidCare Products (“Feedback”), ValidCare will be free to use such Feedback for any purpose. “ValidCare” and all associated logos displayed within ValidCare Products are our trademarks (unless otherwise noted). ValidCare may include the names and logos of Services within ValidCare Products, however, no Service grants you any rights in and to its trademarks and other intellectual property.

8. User Content

(a) **License Granted to Us in User Content:** As part of ValidCare Products, Users may have the ability to submit information including but not limited to text, photos and personal information to Services. In order to allow for this type of exchange, we need to provide that Users and Proxies that contribute Content about a User (“User Content”) expressly permit the uses that we envision. We do not claim ownership rights in the User Content, however, if and only if you post or share User Content (or allowing a Proxy to do so on your behalf) through the App or User Dashboard, you hereby grant us a non-exclusive, fully-paid, royalty-free, fully sublicensable, transferable, irrevocable worldwide license under any of your applicable intellectual property or other rights protecting the User Content

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to use, display, reproduce and distribute the same (in whole or in part) in order to provide elements of ValidCare as it pertains to communication between Services and you.

(b) **User Content You Submit:** You may not provide any User Content that is malicious, defamatory, pornographic, abusive or threatening, or that promotes illegal or immoral activities. It is important to us that users do not use ValidCare to infringe the rights of others. You represent to us that, to your knowledge (a) you have the right to share the User Content via the App or the User Dashboard; and (b) the posting and sharing of your User Content does not violate the privacy rights, publicity rights, copyrights, trademark rights, contract rights or any other rights of any person or entity. If you are a Proxy, you further represent and warrant that you have all necessary rights, licenses, consents and approvals from Users and any necessary third parties to provide us with any User Content (including User wellness information) in connection with ValidCare. We reserve the right to remove any of User Content from ValidCare in our sole discretion, including because it does or may infringe another party's rights.

9. Privacy Policy: You acknowledge and agree that ValidCare is not a "Covered Entity" under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as such term is defined by HIPAA. HIPAA addresses the manner in which a User's individually identifiable health information may be used or disclosed by Covered Entities and other companies, such as ValidCare. For more information regarding your rights under HIPAA, see <http://www.hhs.gov/ocr/privacy/>. You specifically acknowledge and consent to the uses and disclosures of your User Content and other information (which may include individually identifiable health information) as described in our Privacy Policy, available [\[here\]](#), which is hereby incorporated by reference. Except as provided by our Privacy Policy or as required by law, as between you and ValidCare, any Sponsor Content, User Content and other information and data collected via ValidCare will be non-confidential and non-proprietary and ValidCare will not be liable for any use or disclosure of Content, including to any Enabled Sponsor.

10. Maintenance and Availability: Scheduled system maintenance shall take place from time to time, and during such time, updates to ValidCare or elements thereof may be unavailable. Emergency maintenance may be required at other times in the event of system failure. ValidCare Products or some aspects thereof may require a wireless Internet connection. We make no representation that ValidCare Products is available or permitted in any particular location. Use of ValidCare Products is void where prohibited. You use ValidCare Products at your own initiative and are responsible for compliance with any applicable laws in connection with your use thereof. ValidCare may also impose limits on the use or access to ValidCare as required by law. ValidCare is not designed for the delivery of time sensitive or life critical medical or health-related communications. IF YOU OR SOMEONE YOU KNOW IS EXPERIENCING A MEDICAL EMERGENCY, CALL 911 IMMEDIATELY. User specifically acknowledges that outage and downtime may occur, as may Service error in communicating via ValidCare Products, including via the App. User acknowledges the limitations inherent in communication technology and that it is not entitled to assume that the end user interacting with User via the App necessarily is the Service.

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11. Term and Termination: The term of this Agreement and the license and other rights granted herein commence on the Effective Date and continue until terminated by ValidCare or you. You may terminate this Agreement by deleting the App from your mobile device. ValidCare may terminate this Agreement at any time without notice if it ceases to offer ValidCare Products or support the App, which it may do in its sole discretion, or if you fail to comply with one or more terms of this Agreement. Upon termination of this Agreement: (a) all license and other rights granted to you under this Agreement will terminate; and (b) you must cease all use of ValidCare Products and destroy all copies, full or partial, of the App. You acknowledge that ValidCare may restrict, modify, or terminate this Agreement, without liability, for its convenience, or if you violate this Agreement or any law, rule, or regulation.

12. Acknowledgements Regarding Apple, Inc., Google Inc. and other App Store Services: You acknowledge that this Agreement is between you and ValidCare and not with Apple, Inc. (“Apple”), Google Inc. (“Google”) or any sponsor or provider of any application marketplace (each an “App Store Service”) and that ValidCare (not the applicable App Store Service) is responsible for the App or ValidCare Products. YOU ACKNOWLEDGE AND AGREE THAT NO APP STORE PROVIDER MAKES ANY WARRANTIES OR HAS ANY OBLIGATIONS WHATSOEVER UNDER THIS AGREEMENT OR HAS ANY WARRANTY OBLIGATIONS WITH RESPECT TO THE APPLICATION OR THE SERVICE. If you are using the App on any iOS-based device, this license is granted to you only as permitted by and subject to any applicable Usage Rules set forth in the Apple App Store Terms and Conditions and Apple and its subsidiaries, are third party beneficiaries of this Agreement. If you are using the App on any Android-based device, this license is granted to you only as permitted by and subject to any applicable Android Market Terms of Service established by Google.

13. Disclaimer of Warranties and Acknowledgements

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VALIDCARE PRODUCTS ARE PROVIDED “AS IS” AND “AS AVAILABLE”, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND WE HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT THERETO, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NONINFRINGEMENT. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN ValidCare WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION THEREOF ANY SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN VALIDCARE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE THAT WE GIVE SHALL CREATE A WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY.

YOU ACKNOWLEDGE AND AGREE THAT SPONSORS ARE SOLELY RESPONSIBLE FOR ANY AND ALL (A) COMMUNICATIONS AND CONTENT TRANSMITTED TO YOU VIA VALIDCARE;

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(B) EDUCATION AND ADVICE DISPENSED VIA VALIDCARE; AND (C) ANY PRODUCTS OR SERVICES THAT SPONSORS MAY PROVIDE TO YOU. YOU ACKNOWLEDGE THAT VALIDCARE IS NOT LIABLE FOR ANY LOSSES, COSTS, DAMAGES OR CLAIMS IN CONNECTION WITH, ARISING FROM OR RELATED TO YOUR INTERACTIONS WITH ANY SPONSOR. YOU RELY ON THE ADVICE OF A SPONSOR SOLELY AT YOUR OWN RISK. VALIDCARE ENCOURAGES YOU TO OBTAIN THE IN-PERSON ADVICE OF A PHYSICIAN OR OTHER QUALIFIED HEALTH CARE PROFESSIONAL THAT IS FULLY AWARE OF YOUR INDIVIDUAL SYMPTOMS AND CIRCUMSTANCES BEFORE YOU RECEIVE ANY DIAGNOSIS, TREATMENT, MEDICATION OR PROCEDURE.

14. Limitation of Liability

IN NO EVENT SHALL VALIDCARE OR ITS AFFILIATES BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR RELATED TO VALIDCARE PRODUCTS, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF VALIDCARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL VALIDCARE OR ITS AFFILIATES HAVE AGGREGATE LIABILITY HEREUNDER FOR DAMAGES IN EXCESS OF THE LESSER OF \$50 OR THE AMOUNT YOU PAID FOR VALIDCARE PRODUCTS, IF ANY, IN THE THREE (3) MONTHS PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY OR EXCLUSION OF CERTAIN DAMAGES, SO THIS LIMITATION MAY NOT APPLY.

15. Acknowledgement Regarding SMS Messages and Push Notifications: To the extent the App enables you to send or receive SMS messages, the standard text messaging rates or other carrier charges may apply to such use. Further, to the extent the App has push notification capability, by downloading the App and clicking to allow push notifications, YOU CONSENT TO RECEIVE COMMUNICATIONS, INCLUDING COMMERCIAL COMMUNICATIONS FROM OR ON BEHALF OF VALIDCARE AND OUR PARTNERS.

16. Export and Other Restrictions: You may not use or otherwise export or re-export ValidCare Products or elements thereof except as authorized by United States law and the laws of the jurisdiction in which ValidCare was accessed or obtained. ValidCare and related documentation are “Commercial Items,” as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation,” as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. The Commercial Computer Software and Commercial Computer Software Documentation are being licensed to any U.S. Government end users (a) only as Commercial Items, and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

17. Amendments: Any amendments to and waivers under this Agreement shall only be valid if in writing and signed by an executive of ValidCare.

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18. **Miscellaneous:** Neither party shall be in default for failing to perform any obligation hereunder if such failure is caused solely by supervening conditions beyond the parties' respective control, including without limitation acts of God, civil commotion, strikes, terrorism, failure of third party networking equipment, illegal acts of third parties, failure of the public Internet or changes in the accessibility of third party websites, power outages, labor disputes or governmental demands or restrictions ("Force Majeure Event"). The laws of the State of Colorado, excluding its conflicts of law rules, govern this Agreement and the provision of ValidCare. This Agreement constitutes the entire agreement between us regarding ValidCare. The section titles in this Agreement are for convenience only and have no legal or contractual effect. This Agreement operates to the fullest extent permissible by law. You may not transfer or assign this Agreement or any of your rights or obligations hereunder without our prior written consent, and any attempt to do so shall be null and void. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.

Privacy Policy

ValidCare, LLC, a Colorado corporation ("ValidCare," "our," "us," or "we") offers a User engagement software-as-a-service product ("ValidCare Products" or the "ValidCare Products Platform"), which includes a mobile application ("App"), and associated email and web-based versions of the User dashboard in ValidCare Products (collectively the "User Dashboard"). You may use ValidCare Products as a user ("User") or as a User's designated proxy ("Proxy"). ValidCare Products, among other things, are designed to enable you to journal, track, share and receive information between and or among different Users, Providers and Suppliers and their personnel (each, a "Service").

ValidCare respects your privacy. In that regard, we have created this Privacy Policy to let you know what information we collect when you use ValidCare Products. This Privacy Policy describes the information we collect, how we use that information and any potential disclosures of such information.

Your Consent to this Privacy Policy

The term "you," as used in this Privacy Policy, refers to a User and/or Proxy end user of ValidCare Products. By using ValidCare Products, you agree to this Privacy Policy. This is our entire and exclusive Privacy Policy and it supersedes any earlier version.

We may change this Privacy Policy by posting a new version through ValidCare Products, and it is your responsibility to review this Privacy Policy periodically. When we do change the policy, we will also revise the "last updated" date at the beginning of this Privacy Policy and may notify you or post a message via the App and/or the User Dashboard. Your continued use of ValidCare Products constitutes your agreement to this Privacy Policy and any updates.

What information does ValidCare collect?

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Personal Information As used in this Privacy Policy, “Personal Information” means any information that may be used to identify an individual. When you use ValidCare Products, whether as a User or a Proxy, we may collect certain Personal Information, such as your email address and password, age information, geographic location, wellness habits, lifestyle practices and preferences, product preferences, usage and recommendations. If you are a User, you acknowledge that we may collect this Personal Information from you directly or through your Proxy. We may ask you or your Proxy to provide Personal Information about you that will enable us to enhance your use of ValidCare Products. It is your choice whether or not to provide that Personal Information through ValidCare Products; provided that if, as a User, you designate a Proxy, the Proxy may elect to provide your Personal Information on your behalf. In such case, the Proxy is solely responsible for obtaining your consent to provide such Personal Information. If you choose not to provide requested Personal Information, you may not be able to use certain features of ValidCare Products.

Wellness Information You also acknowledge and agree that, if you are a User, we may collect Wellness Information. “Wellness Information” means any information shared by you related to your wellness goals, status and history, including age information, demographic information (including ethnicity, marital status, salary and education information) and information related to health conditions, use of exercise, homeopathic products, nutritional supplements, botanicals, foods, herbs, over-the-counter and prescription medications and other wellness practices.

Technical Information We may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, peripherals and your interactions with ValidCare Products (“Technical Information”). Technical Information is gathered periodically to facilitate the provision of software updates, product support, product enhancements and other services to you (if any) related to ValidCare Products and the App. We may also automatically receive and record information on our server logs from your browser or mobile device, which could include your IP address, cookie information, browser information and the page you request. This information is not deemed by ValidCare to constitute Personal Information and while ValidCare will not use it in a way that associates such information with you, such information it may be aggregated and used. ValidCare owns this information and may use it in any manner it deems appropriate.

Location Based Information You also acknowledge and agree that we may collect location-based data from you (“Location-Based Information”). When you use the App, we may collect Location-Based Information from your device. To the extent we track your location through, it is only to administer the functionality of the App, to send you location-based communications (which could include advertisements for goods and services or invitations to participate in advocacy or research activities).

Behavior Tracking We may use ValidCare Products to collect information from your web browser or your use of our app about your activities over time and across third-party websites, applications or other online services (“Behavior Tracking Information”). Your web browser may allow you to opt-out of our collection of Behavior Tracking Information by selecting a “do not track” (or similar) setting. However, we do not currently have processes to address those settings or other “do not track” requests, and consequently, cannot guarantee that we will honor such requests. *If you do not want us*

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to collect this information, do not use ValidCare Products and do not download the App (or delete it from your device).

How does ValidCare use this Information?

Except as described in this Privacy Policy or in our Terms of Service, Personal Information, Wellness Information, Technical Information, Location-Based Information and Behavior Tracking Information (collectively, "Information") that Users or Proxies provide or that we collect from Users or Proxies, will be kept confidential and used to support use of ValidCare Products by Users, Proxies and Enabled Services (defined below) and applications that interact with it. Except as required by law, as between ValidCare, the User and Provider, the User owns all right, title, and interest in and to any Information (excluding Technical Information and Blind Data (defined below) that we collect from the User or Proxy via their use of and interaction with ValidCare Products.

ValidCare Products exist in order to allow Users and Services to manage and track their relationship with one another. In order to provide for this type of exchange, we need to ensure that each user that contributes Information expressly permits the uses that we envision. For this reason, we need a license from you to use your Information, whether collected directly from you or, if applicable, your Proxy. You hereby grant to ValidCare a non-exclusive, transferable, sublicensable, royalty free license to use Information in order to provide ValidCare Products to User and Enabled Services and as necessary to monitor and improve ValidCare Products. The license is non-exclusive (meaning you are free to license the Information to anyone else in addition to us), fully-paid and royalty-free (meaning that we are not required to pay you for our use of the Information), sublicensable (so that we are able to use affiliates and subcontractors to provide ValidCare Products), transferable (meaning that we may transfer it to a third party should we restructure our business), irrevocable (meaning that you may not revoke or rescind such license for any reason once the Information is uploaded) and worldwide (because the Internet is and the Service may be global in reach).

Any Information that we receive from a Service will be handled in accordance with our agreement with such Service. You may have additional rights under law in and to any Information about you that we receive from a Service.

You also grant ValidCare a perpetual, non-exclusive, transferable, sublicensable, royalty free license to use such Information and other data we collect from you via use of and interaction with ValidCare Products in order to collect, develop, create, extract or otherwise generate statistics and other information and to otherwise compile, synthesize and analyze such Information and data ("Blind Data"). Notwithstanding anything to the contrary in this Privacy Policy, to the extent that ValidCare collects or generates Blind Data, such Blind Data will be owned solely by ValidCare and may be used for any lawful business purpose without a duty of accounting to you, provided that such data is not personally identifiable and does not identify the source of such data.

Sharing of Information

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Except as set forth herein and as necessary to enable third party applications that you authorize, ValidCare does not rent, sell or share Information with or to third parties, and Information is only used to provide you with ValidCare products and services and to comply with any requirements of law.

Agents, technology vendors and/or contractors of ValidCare may have access to your Information on a need to know basis for the purpose of performing services on behalf of ValidCare or providing or enabling elements of ValidCare Products. All such agents or contractors who have access to such information are required to keep the Information confidential and not use it for any other purpose than to carry out the services they are performing for ValidCare or as otherwise required by law. Notwithstanding the above, ValidCare may share or disclose your Information to agents, contractors or others only as allowed or required under applicable law.

If, as a User, you validate another end user as your designated Proxy, we may share certain Information with that Proxy.

Additionally, ValidCare may Share your Information with Services with whom you have a relationship for the provision of wellness products and services and that you validate and connect with through a Service access code or link distributed via the App or User Dashboard (each, an “Enabled Service”). We share this Information (including certain Personal Information and Wellness Information) with Enabled Services in order to provide elements of ValidCare Products and to allow communication between the Enabled Services and you. We do not share any Information, other than Blind Data and Technical Information with Services that you have not previously designated as an Enabled Service.

Also, ValidCare or its agents or contractors may disclose Information if required to do so by law or in the good faith belief that such action is necessary to: (1) conform to the edicts of the law or comply with legal process; (2) protect and defend the rights or property of ValidCare or its agents or contractors; or (3) act in urgent circumstances to protect the personal safety of users of ValidCare Products or the App or the public.

Finally, if ValidCare should ever merge with another organization, file for bankruptcy, or sell our assets or capital stock, we may transfer the Information to a third party or share the Information to the company or its agents with which we enter into such transaction as a part of such transaction.

Security of Your Information

We maintain physical, electronic, and procedural safeguards designed to protect the Information. These safeguards include, without limitation, encrypting all Personal Information and Wellness Information using AES 256-bit encryption and encrypting all other Information using TLS encryption.

Despite the actions and precautions we take, no data transmissions over the Internet can be guaranteed to be 100% secure. Consequently, we cannot ensure or warrant the security of the Information and you acknowledge and agree that you transmit it to us at your own risk.

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Please keep in mind that whenever you voluntarily disclose Information on our message boards or other public forums or features or through e-mail or group messaging, or voluntarily utilize features of ValidCare Products that inherently share Information such as features that allow a User to share Information with an Enabled Service, that Information can be collected and used by others. In short, by posting Information online that is publicly accessible (i.e. within message boards and the like), you may receive unsolicited messages from other parties in return or make others aware of your location. We are not responsible for the security or privacy of any Information you choose to submit in connection with these public features.

Third-Party Apps, Services and Technologies

We may provide links to third-party websites within ValidCare Products or in other communications to you. Such links may appear as a specific domain name or URL or may be activated by clicking on an advertisement or other icon or graphic. Please be aware that other websites and services, including the websites of third parties that you connect with through ValidCare Products, may collect personally identifiable information about you. This Privacy Policy does not cover the information practices of those third-party websites, services or applications and cannot control and are not responsible for the information collection practices of any such websites, services or applications. We encourage you to carefully review the terms of use, privacy policies, and any other legal notifications on such websites before using or providing information through such websites, services or applications. Further, ValidCare Products may employ third party technologies that require you to accept such third party's terms. This Privacy Policy does not cover the information practices of those third-party technologies.

International Transfers

Information collected from you may be stored and processed in the United States or any other country in which ValidCare or its affiliates, subsidiaries, agents or contractors maintain facilities. If you are accessing ValidCare Products from the European Union or other regions with laws governing data collection and use, please note that you are agreeing to the transfer of your data to the United States and processing globally. By providing your Information you consent to any transfer and processing in accordance with this Privacy Policy.

HIPAA

This Privacy Policy and the privacy and security practices described in this Privacy Policy are designed to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Services, to the extent they are "Covered Entities" under HIPAA (as such term is defined in HIPAA) have their own privacy and security obligations with respect to your Personal Information and Health Information. Additionally, we have agreements in place with Services, which define certain of our security and privacy obligations. We encourage you to contact each Service with whom you interact through ValidCare Products and the App regarding their privacy and security practices. For more information regarding your rights under HIPAA, see <http://www.hhs.gov/ocr/privacy/>.

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Children's Privacy Policy

ValidCare Products is not designed to be used by children under the age of 13, although parents may use ValidCare Products in a Proxy user capacity to connect with their children's Services. We do not intentionally collect personal information from children through ValidCare Products. If you believe that we may have collected Personal Information from someone under the age of 13, please contact us.

For questions or comments regarding this Privacy Policy, please contact us.