



Health Sense Program Terms

Effective as of August 11, 2025

Thank you for your use of our benefits and services (collectively, the "Services"). Econocheck Corporation ("ECC", "we", "us" or "our") provides and administers these Services to you ("you" or "your"), the user of the Services, including use of the website(s) and/or mobile application(s) utilized to access the Services (the "Site", and collectively with the Services, the "Program"), subject to the terms and conditions contained in this Health Sense Program Terms ("Agreement").

Please read the terms and conditions of the Agreement carefully. By using the Site and/or accessing or otherwise using any portion of the Services, you affirmatively represent that you have read, understood and agree to be bound by the terms of this Agreement and you are of sufficient legal age to use the Program. If you are not of sufficient legal age or are not willing to be bound by the terms of this Agreement, you may not access or use any portion of the Program.

Use of the Services.

You agree that your use of the Program must always be lawful and in compliance with the terms of this Agreement and that you are responsible for all uses of the Program by you and any others using your login information. You may not impersonate any person or entity, provide false information required for obtaining access to the Program, or use the Program for commercial or other non-personal purposes. You will not, and will not permit others to, attempt to gain unauthorized access to the Program or any computer system used to provide the Program, circumvent any access restriction or security measures with respect to the Program, or disclose your access information or otherwise give access to the Program to any third party. The Program and all data, design, text, images and graphics contained therein are proprietary and confidential and are licensed to you solely for your personal use in accordance with the terms of this Agreement. Using the Program does not give you ownership of any intellectual property rights in our Program or the content that you access. The Program may also contain third-party trademarks, service marks, graphics, and logos. The Program is owned and/or licensed by us and are protected by the laws of the United States. Except as expressly provided herein, we do not grant any express or implied right to you under any ECC-owned or licensed copyrights, trademarks, trade secrets, patents, or other proprietary rights. You may not use content from the Program unless you obtain permission from us and agree to prevent any unauthorized copying, use, or distribution of the Program. This Agreement does not grant you the right to use any branding or logos used in the Program.

Do not remove, obscure or alter any legal notices or disclosures displayed in or along with the Program. You may not misuse the Program or attempt to tamper or interfere with the functioning of the Site or the Program. You may not introduce any viruses, worms, malware, trojans, or other malicious or disruptive code, reverse engineer, decompile or otherwise attempt to derive source code of the software that powers the Site, create or use any script or automated tool that attempts to create multiple ways to access or use

the Program, or tamper, alter, modify, change, disassemble, reverse engineer, copy, or duplicate in any manner the Site or its associated code. You are expressly prohibited from reselling or otherwise using the Program in any manner not permitted under this Agreement. We may suspend or cease providing the Program to you if you do not comply with the terms of this Agreement.

The Program includes access to Services available on mobile devices. Do not use such Services in a way that distracts you and prevents you from obeying traffic or safety laws. Certain features of the Program, including alerts, may also be made available on or through your registered mobile device through push notification, SMS text message, or another mobile alert. If you elect to participate in mobile alerts through the Program, you consent to the receipt of SMS messages from us in the quantity, frequency, and types delivered through the Site and you have the obligation to lock your mobile device and otherwise protect the information contained on your device. You are responsible for any fees or other charges (including, where applicable, roaming and data charges) that your wireless carrier may charge for any related data or message services.

Account Information and Password Security.

You agree not to share your password and/or any other login credentials for the Site with third parties and to provide true, accurate and correct information. You understand and agree that you have an obligation to act responsibly to protect your personal information in a reasonable way. You further understand and agree that you have a duty not to allow the reckless disclosure or publishing of your personal information to persons who may reasonably be expected to misuse such information (e.g., “phishing” scams, unsolicited emails, etc.). You also agree to keep and protect your account login information for the Program from unauthorized use. You are responsible for maintaining the accuracy of your account information and the confidentiality of all passwords you use to access the Program and the Site. Should you breach your obligation to protect your account login information, we may terminate your use of the Program without advance notice to you. If you become aware of any unauthorized use of your account or any loss, theft or disclosure of your password, you agree to notify us immediately. You also agree that in order to receive Program alerts and notifications, you must keep your information, including email address and mobile phone number (if text alert activated), current. Failure to maintain accurate contact information may prevent you from receiving Program notifications or result in a discontinuation of the Program.

Program Eligibility and Registration.

As an active employee of an eligible business owner with a Program account (“Employer”), you are eligible for use of the Services of the Program and become a member of an Association, of which the Employer is a Sponsor Member, upon enrollment and registration for the Program. You agree to provide valid, accurate, and current personal information during registration for any of the Services. You understand that our ability to provide certain Services is dependent upon your provision of valid, accurate, and current information. You acknowledge and agree that you will not be able to obtain access to certain Services if you do not fully register to activate the Services. You also acknowledge and agree that we, and our service providers will not be responsible or liable for any acts or omissions related to or your failure to provide valid, accurate and current personal information. Certain Services, including insurance coverage, take effect on the date you were enrolled and will end the earliest of: (1) the date the Program is terminated by your Employer, or (2) termination of your employment with your Employer. Certain Services must be requested by you and/or may require registration and activation. The Program is only available to citizens of the United States living

in the United States or living abroad, and legal residents of the United States. If you do not have a United States Social Security Number or United States residence address, the Program will not be available to you. For more information, you may contact us through the Site or by calling (800) 409-4218.

Authorization and Privacy.

ECC's [privacy policy](#) explains how we treat your personal data and protect your privacy while you use and access the Program. We will undertake to protect your personal information using methods that are consistent with industry best practices, as set forth in our [privacy policy](#). You authorize ECC to provide your personal information to our service providers to receive and use this information as ECC deems reasonably necessary in connection with providing the Program. By using the Program, you agree to the terms of our privacy policy. If you have any questions regarding our privacy policy, please contact us through the Site or by calling (800) 409-4218.

Additional Terms and Conditions and Changes in Terms.

Additional terms and product requirements may apply to the Program and will become part of your Agreement with us if you use the applicable Services. You must follow any policies made available to you within the Program. We may suspend or cease providing you with access to the Program if you fail to comply with these policies. We have the right to change, modify, or add to this Agreement and/or the Program from time to time without notice. Such changes, modifications, additions or deletions will be effective immediately upon notice thereof, which may be given by posting on the Site or by other electronic means. You agree to review this Agreement periodically to be aware of any changes. Your continued use of the Program after notice has been given constitutes your affirmative acceptance to the modified Agreement. If you do not agree to the Agreement as amended, you must stop using the Program.

Product Support.

ECC is not obligated to provide technical support under the terms of this Agreement and provides no assurance that any specific errors or discrepancies in the Program will be corrected. ECC does not represent that access to the Program or the Site will be uninterrupted, or that all Services or discounts offered by a participating merchant through the Site will be honored by the merchant. In certain instances, we may require you to install an update in order to continue using certain of the Services.

Warranties and Disclaimers; Limitations of Liability; Indemnification.

NEITHER WE NOR OUR SERVICE PROVIDERS WARRANT THE ADEQUACY, ACCURACY OR COMPLETENESS OF ANY PROVIDED THROUGH ANY SERVICES OR CONTAINED IN ANY THIRD-PARTY WEBSITE LINKED TO OR FROM ANY OF OUR WEBSITES. THE SERVICES ARE LICENSED AND PROVIDED "AS IS", "WHERE-IS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ECC DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

To provide certain features of the Program, we subcontract with and receive information from, certain service providers. We are not responsible for (i) the accuracy, completeness, and/or validity of any products, solutions or information provided to us by any of our service providers and/or any other third parties (including, without limitation, consumer reporting agencies), (ii) incorrect or incomplete information that you provide to us, such as incorrect or outdated contact information, or (iii) incorrect information that we receive from third-party sources, or our failure to obtain information from third-party sources, as a result of incorrect or incomplete information that you provide us. In addition, we are not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, or other damages, whether direct, indirect, special, punitive, incidental, or consequential, caused by, arising from, or in connection with your access to and/or use of the Program. Neither we nor our service providers will be liable for the loss, confidentiality, unauthorized disclosure or security of any data or information while in transit via the Internet, telephone or other communication lines, postal system, ACH network or other means of transmission. Without limiting the foregoing limitation of liability, in the event we are found liable for damages to you in a competent legal proceeding, our aggregate liability for all claims caused by, arising out of, or related to your access to and/or use of the Program is limited to one thousand dollars (\$1,000).

You agree that you will indemnify and hold us and our affiliates, directors, officers, employees, and agents, harmless from and against all losses, damages, claims, costs and expenses, (including reasonable attorneys' fees and expenses), judgments, fines, penalties and other liabilities arising out of your access to or use of the Services or from your violation of this Agreement. You shall not, without ECC's prior written consent, as applicable, settle, compromise, or consent to the entry of any judgment in any pending or threatened claim, action or proceeding in respect of which indemnification is sought hereunder unless such settlement, compromise, or consent includes an unconditional release of ECC, as applicable, from all liability arising out of such claim, action, or proceeding.

Links to Third Party Sites

In connection with the Program, we have established Internet links from our Site to other third-party service providers, select news media outlets, or other relevant websites. These linked websites are not under our control, and we are not responsible for their content or delivery. Our use of these links does not imply our endorsement or guarantee of the products, services, information, or recommendations provided by any such websites. In addition, these websites may have privacy policies that are different than ours, and that may provide you less security for your confidential information than we do. If you access any linked third-party website, you do so at your own risk. We disclaim all liability associated with your access to and use of linked websites.

Term and Termination.

Subject to the terms of this section, this Agreement will remain in effect for as long as you use the Services, you are an active employee with your Employer, and your Employer maintains an eligible Program account. You may cancel your Services and terminate this Agreement at any time and for any reason by calling (800) 409-4218 or contacting us through the Site. Terminating your Agreement with us does not terminate your enrollment through your Employer or your Employer's agreement for the Program. We may terminate this Agreement and your access to the Services and/or the Site by providing notice to the email address you provided us. Upon any termination of this Agreement, the rights and licenses granted to you hereunder, including your ability to access and use the Program, will immediately terminate, and you shall immediately cease using any and all materials and other similar content in your possession or control that are

proprietary to ECC. You agree that we will have no liability to you for any costs, losses, damages, or liabilities arising out of or related to the termination of this Agreement. Any provision of this Agreement that should, by its nature, survive termination of this Agreement will survive its termination.

Miscellaneous.

This Agreement constitutes the complete and exclusive agreement between you and ECC with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written communications, proposals, representations, understandings, or agreements not specifically incorporated herein. We will not be liable for failure or delay in our provision of the Program due to causes arising from acts, events, omissions or accidents beyond our reasonable control, including, but not limited to, acts of God, strike, lockout, labor disputes, governmental orders or restrictions, shortage of materials or labor, utility or communication failure, errors, acts or omissions of third party communications services providers, war, acts of terrorism, fire, explosion, sabotage, storm, flood, earthquake, or epidemics. Nothing in this Agreement, either express or implied, is intended to or will be deemed to confer upon any other person or entity any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. We may assign any of our rights and/or delegate our obligations under this Agreement to any third-party without your consent. You may not assign your rights or delegate your obligations under this Agreement to anyone without our prior written consent, which may be withheld in our sole discretion. No waiver of any term or condition of this Agreement by us will be binding unless in writing signed by an authorized representative of ECC, as applicable. No waiver by us of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement. If any provision of this Agreement is determined to be invalid or unenforceable under applicable law, the remaining provisions will remain enforceable. This Agreement will be governed and construed in accordance with the laws of the state of Georgia, excluding its choice-of-law principles. All claims arising out of or related to this Agreement or the Program will be litigated exclusively in the federal or state courts of Henry County, Georgia and you and ECC consent to personal jurisdiction in those courts.

Questions.

If you have any questions regarding the Program or this Agreement, you may contact us through the Site or by calling (800) 409-4218.