

PINNACLECARE TERMS AND CONDITIONS

1. **Services.**

Health Navigator services are provided by Pinnacle Care International LLC (“PinnacleCare”) PinnacleCare will make the following services available to you (collectively, the “Services”), subject to the following terms and conditions:

Advisory Support Services which include the full scope of advisory support required by you including medical record collection, review and transfer of medical records, medical research reports; physician referral reports; decision support including providing recommendations on next steps; appointment facilitation, remote written expert second opinions, and virtual consultations through a remote video/telephonic consult.

Benefit Navigation Services which includes educating you as to available PinnacleCare benefits and services and how and when to access them. PinnacleCare will also make referrals to vendor partners where appropriate.

PinnacleCare, in its sole discretion, shall determine whether a service is appropriate for you and whether to provide it. If PinnacleCare determines that you would not benefit from the Services, it will advise you of other available options outside of PinnacleCare which may include:

- Educating you as to other resources available through your benefits of which you may not be aware;
- Recommending other options based upon your circumstances;
- Providing information with respect to other helpful websites, literature, and other resources.

By accepting Services from PinnacleCare, you are granting permission for PinnacleCare to use the email and/or mailing address you provide to communicate with you about personal health information.

2. **Term.**

These Terms and Conditions shall remain in force throughout the period of time you are entitled to receive PinnacleCare services.

3. **Confidentiality of Information.**

PinnacleCare’s policies regarding the confidentiality of your information are set forth in its Notice of Privacy Practices, a copy of which is available upon request.

4. **Limitations.**

- (a) PinnacleCare is not (i) an insurance broker, insurance underwriter, insurer, reinsurer, reinsurance intermediary, payor, health maintenance organization or other managed care company, health or employee benefit plan or third party administrator, fiduciary or plan administrator; (ii) a provider of health care; or (iii) an agent or representative of (nor otherwise acting on behalf of) any of the foregoing. In addition, no person or entity who provides health care to you in connection with, or as a result of, your engagement, nor any other provider of products, services or treatment to you, is PinnacleCare’s agent or representative, or is otherwise acting on its behalf.
- (b) You are responsible for providing PinnacleCare with full clinical information and medical history about you. All medical and other information must be provided in the English language. In no event will PinnacleCare have any liability, obligation or responsibility to translate (or with respect to any translation of) any medical or other information. PinnacleCare will be entitled to rely upon, and assume the accuracy and completeness of, all medical and other information which you, your physician or specialist, or any other person or entity, provides to it. PinnacleCare’s ability to provide the Services to you depends on the accuracy and completeness of all such information.
- (c) In no event will PinnacleCare have any liability, obligation or responsibility (or otherwise be considered) to provide any diagnoses of, or related to, your medical conditions or illnesses, or to provide any related treatment (all diagnosis, treatment, or related medical care, products, or services are collectively referred to herein as “Health Care”). All such Health Care shall be the sole responsibility of your health care provider(s).
- (d) PinnacleCare will not be liable, obligated or responsible for (i) the availability, quantity, quality or results of Health Care received by you, or for any failure to obtain Health Care, (ii) any negligence, error or omission, or malpractice, or any other action or inaction of any person or entity providing Health Care to you, and/or (iii) payment or collection of any charges, claims, bills, fees, costs, expenses or any other amounts incurred by or on behalf of any person in connection with any products services or treatment (all of which are your sole responsibility).
- (e) PINNACLECARE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATING TO ANY OF THE SERVICES PROVIDED TO YOU IN CONNECTION WITH YOUR ENGAGEMENT, AND ALL SUCH SERVICES ARE PROVIDED “AS IS.” WITHOUT LIMITING THE FOREGOING, PINNACLECARE HEREBY SPECIFICALLY DISCLAIMS ALL EXPRESS, STATUTORY AND IMPLIED WARRANTIES.
- (f) PINNACLECARE WILL NOT BE LIABLE, OBLIGATED OR RESPONSIBLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, LOSSES, COSTS OR EXPENSES OF ANY KIND, HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO LOST PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE SERVICES, COST OF CAPITAL, AND OTHER LOSS, REGARDLESS OF WHETHER PINNACLECARE KNOWS OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, COSTS, OR EXPENSES. IF ANY OF THE SERVICES DO NOT CONFORM TO THE STANDARDS OF PERFORMANCE, IF ANY, SET FORTH IN THESE TERMS AND CONDITIONS, PINNACLECARE’S SOLE AND EXCLUSIVE LIABILITY SHALL BE LIMITED TO REPERFORMANCE OF SUCH NONCONFORMING SERVICES AT NO ADDITIONAL COST TO YOU. IN NO EVENT WILL PINNACLECARE’S LIABILITY TO YOU OR ANY OTHER PERSON, REGARDLESS OF FORM OR THE NUMBER OF ACTIONS, EXCEED THE AMOUNTS RECEIVED BY PINNACLECARE FROM YOUR EMPLOYER FOR THE SERVICES PROVIDED TO YOU UNDER THESE TERMS AND CONDITIONS.
- (g) PinnacleCare will not be liable, obligated or responsible for any cessation, interruption or delay in the provision or procurement of any Services due to causes beyond our reasonable control such as, without limitation, fire, flood, earthquake or other natural disaster, act of God, war or armed conflict (whether or not officially declared), strikes, labor difficulties, riot, civil disturbance, accident, disruption of the public markets or the failure of any supply, transportation, telecommunications, power or other essential commodities or services.

- (h) You agree to indemnify and hold harmless PinnacleCare, its employees, agents, officers, directors, stockholders, partners, members, affiliates, successors and assigns, from and against any and all actions, suits, proceedings, investigations, demands, claims, judgments, liabilities, obligations, liens, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) (collectively, "Losses") based upon, resulting from, arising out of, or in any way relating to (i) your breach of these Terms and Conditions; (ii) any Health Care you receive; and (iii) PinnacleCare's provision or procurement of any of the Services hereunder, except to the extent such Losses are directly attributable to PinnacleCare's gross negligence or willful misconduct.

5. Ownership Rights.

All trademarks, trade names, copyrighted material and any other intellectual property rights of PinnacleCare will remain, at all times, the exclusive property of PinnacleCare, and you may not appropriate or use such property without PinnacleCare's prior written consent.

6. Miscellaneous.

- (a) Your participation in this Agreement is non-assignable and nontransferable, and you may not assign or delegate any of your rights or duties under the Agreement, directly or indirectly, to any person or entity without PinnacleCare's prior written consent, and any act in violation of the foregoing will be null and void. Subject to the foregoing, this Agreement will be binding upon, and will inure to the benefit of, you and PinnacleCare, and each of our respective successors and assigns. Nothing contained in this Agreement shall be deemed to confer any rights or benefits upon any third parties.
- (b) The failure of PinnacleCare to enforce, at any time, any of the provisions, conditions or requirements of this Agreement, or the failure to require, at any time, performance by you of any of the provisions of this Agreement, will in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of PinnacleCare to enforce each and every such provision thereafter. Any and all waivers by PinnacleCare of any provision, condition or requirement of the terms of this Agreement shall only be effective against PinnacleCare if such waiver is in writing signed by an authorized officer of PinnacleCare, and any such written waiver will not constitute a waiver of any future obligation to comply with such provision, condition or requirement.
- (c) These Terms and Conditions constitute the entire agreement between you and PinnacleCare with respect to the Services, and supersede all previous and contemporaneous agreements and understandings, whether oral or written, with respect to the Services. If, for any reason, a court of competent jurisdiction finds any provision of these Terms and Conditions, or portion thereof, to be invalid or unenforceable, such provision will be deemed modified with retroactive effect to render such provision valid and enforceable to the maximum extent permissible so as to affect PinnacleCare's intent, and the remainder of these Terms and Conditions will continue in full force and effect.
- (d) The laws of the State of Maryland, USA (irrespective of its choice of law principles) govern these Terms and Conditions.
- (e) All notices, communications and inquiries by you to us regarding these Terms and Conditions must be made in writing and addressed as follows, and will be effective (i) when delivered by hand or confirmed facsimile transmission, (ii) one day after delivery by receipted overnight delivery, or (iii) four days after being mailed by certified or registered mail, return receipt requested, with postage prepaid: PinnacleCare, LLC, 250 West Pratt Street, Suite 1100, Baltimore, Maryland 21201 | Fax No.: 410/244-7170
- (f) Communications and inquiries by PinnacleCare to you regarding these Terms and Conditions may be made in writing and addressed to you and will be effective (i) when delivered by hand or confirmed facsimile transmission, (ii) one day after delivery by receipted overnight delivery, or (iii) four days after being mailed by certified or registered mail, return receipt requested, with postage prepaid.
- (g) By agreeing to these Terms and Conditions you are engaging PinnacleCare to act on your behalf and you agree to direct your medical providers to share their records, opinions and assessments, which will include your health information, directly with PinnacleCare in connection with any Service provided to you.