

# b.well Connected Health Terms of Service

PLEASE READ THE [BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER](#) IN SECTION 23. IT AFFECTS HOW DISPUTES ARE RESOLVED.

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## 1. Welcome

These Terms of Service (“**Terms**”) apply to any website, mobile application or interactive features that b.well Connected Health, Inc. (alternately, “**b.well**”, “**we**”, “**us**” or “**our**”) makes available and links to these Terms, including our b.well-branded <https://portal.icanbwell.com/#/> website and mobile application (collectively, the “b.well application”). The [b.well Privacy Policy](#) and the [b.well Tracking Technology Policy](#) are incorporated and considered a part of these Terms.

You accept these Terms by creating an account in the b.well application and each time you use it. If you have not yet registered a unique login with us, you will be asked to create one.

If you agree to these Terms in your representative capacity for another individual, you represent that you are legally authorized to contractually obligate that person and access information about that person. If you misrepresent your authority, you accept liability to us, as agreed under [Indemnification](#) and [Limitations of Liability](#).

These Terms do not apply when you interact with other b.well-provided features, capabilities or services that do not link to these Terms. To learn more, read our [Privacy and Security Statement for b.well Enterprise Customers and their End Users](#).

## 2. Consent to Electronic Transactions

Because b.well operates principally on the internet, you consent to transact business with us online and electronically. Among other things, this means that we collect legally binding consents and other agreements from you using electronic signatures that are binding under the federal Electronic Signatures in Global and National Commerce Act (E-sign Act), 15 U.S.C. §§7001-7006, and any similar state law based on the Uniform Electronic Transaction Act. These electronic signatures, represented by the unique identifiers associated with your account, bear the same legal authority as your written signature.

When you send emails or other electronic messages to us through b.well application, you are communicating with us electronically and consent to our review and analysis of these messages, and to receiving return communications, if any, from us electronically. You agree that all documents, notices, disclosures, and other communications that we provide to you through the email address you provide through the service satisfy any legal requirement that such communications be in writing.

If you provide your mobile phone number in your account, you represent and warrant that the phone number may be used to send you text messages and autodialed and/or pre-recorded messages or calls, and that you are authorized to give consent for these text messages and calls to be sent to that phone number. You also agree that b.well is not responsible for the security of transmissions of text messages to mobile phones or other devices that do not support password protection or encryption.

## 3. Account creation; your responsibilities for safeguarding account access

To access the b.well application, you will need to register for an account, and complete appropriate identity verification. You represent and warrant that any registration or identity verification information you give us is accurate, complete, and up to date. You also agree to inform us promptly of any updates so that we can keep you informed of any changes to the b.well application or these Terms and ensure continued access to personal information is authorized.

Account login credentials (“**credentials**”) issued to you by us are intended to be used only by you in your individual or personal representative capacity. Because these credentials will be used to electronically sign legal documents, they are not intended for use by multiple individuals. You are responsible for maintaining the confidentiality of your credentials and agree not to provide them to any third party.

You are responsible for all statements made and acts or omissions that occur while your credentials are being used. You are responsible for any breach of security caused by your failure to maintain the confidentiality of your credentials.

You agree to notify us immediately in the event of loss or theft of your credentials, or if you believe the confidentiality of your credentials has been compromised in any way, or in the event of your learning about a possible or actual unauthorized use of the b.well application.

We may suspend or terminate your access to your account in the b.well application, at our sole discretion, at any time and without notice to you. For example, we may suspend or terminate your use if you are not complying with these Terms in a way that would cause us legal liability or disrupt others' use of our products or services.

#### **4. Minimum Service Requirements**

To access and use the b.well application, you will need access at your own expense to the internet, a computer, cell phone number, smartphone or similar handheld device, and (if applicable) an acceptable digital identity credential from a recognized organization. We are not responsible for the fees that you incur from unrelated third parties.

#### **5. Restrictions on Use**

By agreeing to these Terms, you agree not to:

- A. Use the b.well application for anything but your personal, noncommercial use;
- B. Impersonate or misrepresent your authority to act on behalf of any other person or entity;
- C. Violate the privacy of others;
- D. Violate any applicable law or regulation;
- E. Probe, scan, or test the vulnerability of any system or network, or breach any security or authentication measures that are implemented to deliver any other service or functionality that is integrated with the b.well application;
- F. Access, tamper with, or use non-public areas of the b.well technology platform, or the computer systems, or the technical delivery systems of our service providers;
- G. Decipher, decompile, disassemble or reverse engineer any of the software used to provide our services;
- H. Interfere with, or attempt to interfere with, the access of any user, host or network, including sending a virus, overloading, flooding, spamming, or mail-bombing the b.well application;
- I. Access or search b.well's systems or related services, or download any intellectual property from these systems or services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than our publicly supported interfaces;
- J. Plant malware or use the b.well application to distribute malware;
- K. Transmit illegal, obscene, threatening, libelous, discriminating, harassing, or offensive messages or otherwise unlawful material;
- L. Send any unsolicited communications, promotions, advertisements or spam;
- M. Send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
- N. Post or transmit anything that is fraudulent or misleading, or that infringes on others' rights; or
- O. Encourage or enable any other individual to do any of the above.

We reserve the right to monitor your use of the b.well application and your access to and use of data associated with your account, to ensure compliance with these Terms, and applicable law or other legal requirements. We may remove or disable your account or access to any personal information, at any time, without notice, and at our sole discretion, if we reasonably believe your access and use of the b.well application violates these Terms. We may investigate violations of the Terms or conduct that negatively affects any of our systems, data, products or services. We may consult and cooperate with law enforcement authorities, if warranted, and reserve the right to prosecute users who violate the law.

## 6. Data Use and Privacy

### 6.1. Incorporation of our Privacy Policy and Tracking Technology Policy

Your privacy is important to us. Please read the [Privacy Policy](#) and [Tracking Technology Policy](#) which are considered part of these Terms. The Privacy Policy and Tracking Technology Policy describe how we collect, use, and protect your Personal Data, especially your Health Data (as defined in the Privacy Policy). The Privacy Policy also describes your rights in your Personal Data and your responsibilities when you share it with others, or when you are given permission to access another person's data. By agreeing to these Terms, you also consent to the Privacy Policy, to the extent permitted by law and where your consent is required. In some cases, we will provide separate notices and request separate consents as referenced in the Privacy Policy.

### 6.2. The legal basis for collecting, using and sharing your Personal Data

We collect, use, share and create Deidentified Data from Personal Data if there is a valid legal basis in accordance with applicable privacy laws and the scope of services we deliver through the b.well application. This means we may use Personal Data for these purposes:

- **To perform, monitor and report on the performance of our services (contract performance):** For example, we internally analyze Health Data in systems, algorithms and data models that use statistical analyses, machine learning and other data science techniques to identify patterns; these background services allows us to create personalized insights and next best actions to support personal health and decision making in b.well application. Data science and analytics also allows us to better understand general patterns and trends about how you and other users interact with our services (for example, feature utilization, navigation flows, and performance metrics). We use Personal Data and De-Identified Data to analyze, maintain, and improve the functionality, performance, and user experience in our related services, and to generate reports, which we may share on an anonymized, aggregated basis with customers and the public.
- **When you give permission (consent):** To provide you with certain features like conversational AI. For example, the b.well application has a feature called bailey™. bailey is a user experience that uses conversational AI to help you find, engage with and take action on your Health Data. b.well keeps your conversations with bailey private, but may use your interactions (memories) to operate and improve the experience. We do not share memories with third parties.
- **To keep our technology secure and running smoothly (legitimate business interest):** For example, to fix errors, provide support, help prevent theft, fraud and abuse and improve the usability and effectiveness of our services.
- **To meet legal requirements (legal compliance):** When we are required by applicable laws and regulations to retain certain records or share information with authorities.

### 6.3. De-Identified Data

We may de-identify and/or aggregate individually identifiable information, in accordance with the HIPAA de-identification standards at 45 CFR 164.514(b), in connection with our services or for our internal business purposes. These purposes include our ability to improve existing and develop new features, capabilities and services.

## 7. Ownership and Rights Reserved

- A. **Access Grant.** Subject to your compliance with these Terms, b.well grants you the right to access and use the b.well application, including any software used to operate and deliver services and capabilities within the b.well application.
- B. **Feedback.** We welcome any recommendations, suggestions, improvement or correction requests, comments, or other feedback from you or about the b.well application (collectively, “**feedback**”). By submitting feedback (exclusive of Personal Data), you agree that we may use or disclose, or choose not to use or disclose, it for any purpose and in any way without any license, compensation or other legal obligation to you.
- C. **Rights Reserved by b.well.** You acknowledge that access to the b.well application is licensed, not owned. b.well reserves all right, title and interest in and to all intellectual property rights used in or accessible through the b.well application that have not been expressly granted. You further acknowledge and agree that the reserved intellectual property rights include the work products of de-identifying, aggregating and summarizing data that derives from Personal Data, including the objects, algorithms, data models and processes used to use, maintain and display these work products.
  - a) Except as described below, you disclaim any ownership in data we generate in the course of performing services and processing your Personal Data in connection with delivering b.well application features and functionalities, such as outputs, copies, reproductions, improvements, modifications, adaptations, translations, and other derivative works (“**outputs**”). This disclaimer of ownership does not apply to outputs that include any information that identifies you or your household personally, or information that reasonably could be used to identify you or your household personally.
- D. **Third Party Digital Goods**
  - a) The b.well application includes content (“**Digital Goods**”) that is licensed from unaffiliated third parties. These Terms include a restricted license to access and use these Digital Goods for your personal, noncommercial use. You are restricted from redistributing,, broadcasting, publicly performing, publicly displaying or transferring any copies of Digital Goods outside of the b.well application. Your access to the b.well application may be suspended or terminated if you attempt to modify any Digital Goods for any reason whatsoever, including for the purpose of disguising or changing ownership or the source of the Digital Goods.
  - b) The following licensors of Digital require us to display the following disclosures:
  - c) **Medline Plus.** Descriptions of clinical laboratory tests are based on information made available to consumers through MedlinePlus, a curated open-source service produced by the United States National Library for Medicine. MedlinePlus consolidates information from the National Library for Medicine, the National Institutes for Health, other U.S. government agencies and health-related organizations. This information is provided “as is” and at your sole risk without any warranties, expressed or implied.
  - d) **CPT Codes.** Your Personal Data may include content from the American Medical Association (AMA)’s Current Procedural Terminology (CPT®) Data File, which means content from the print publication Current Procedural Terminology, Fourth Edition, and CPT Standard data file published

by the AMA. The CPT Data File (“CPT Content”) is copyrighted by the American Medical Association (CPT© 2025 and all future years. All rights reserved), and CPT is a registered trademark of the AMA. You are authorized to use the CPT Content in the b.well application for your personal, noncommercial use, “as is” and at your sole risk without any warranties, expressed or implied. You expressly acknowledge and agree to the extent permitted by applicable law that AMA does not directly or indirectly practice medicine or dispense medical services. You further acknowledge that your right to continued access to the CPT Content is conditioned upon b.well’s continued rights as a licensee or sub-licensee of CPT Content. Your right to access CPT Content may terminate unless prior written consent is obtained from the AMA, or a separate licensing arrangement is made with the AMA.

- E. **Healthwise.** The b.well application may use or contain Digital Goods that are copyrighted by Healthwise, Incorporated and licensed to b.well. b.well is authorized to grant you a limited, non-exclusive, non-transferable, non-sublicensable license to use the licensed and sublicensed Healthwise content in the b.well application for your personal, noncommercial use, “as is” without any warranties, expressed or implied. The Healthwise content offers general information and not specific medical advice. You agree that your access and use of Healthwise content is at your own risk. You should contact your physician for medical advice specific to your medical situation.
- F. **KidsHealth Licensed Content.** The KidsHealth content licensed hereunder is licensed from the Nemours Foundation “as is” without any warranties, express or implied. KidsHealth content offers general information and not specific medical advice. You agree that your access and use of KidsHealth content is at your own risk. You should contact your physician for medical advice specific to your medical situation.
  - a) The Nemours Foundation retains all rights in and to KidsHealth content, including, without limitation, all copyright and other intellectual property rights in and to KidsHealth content. By accepting the Terms, you acknowledge The Nemours Foundation’s rights in KidsHealth content and agree not to construe the Terms to grant you any right, title, or interest in or to any derivative work that includes any portion of KidsHealth content.

## 8. Beta Offerings

From time to time, we may make new features or functionality within the b.well application, which are identified as alpha, beta, not generally available, limited release or preview (collectively, “beta offerings”). You may choose to use beta offerings in your sole discretion. We reserve the right to discontinue beta offerings at any time, in our sole discretion, and decide not to make a beta offering generally available.

## 9. Representations, Warranties and Covenants

b.well represents, warrants and covenants that it does and will continue to comply in all material respects with all applicable laws as they concern these Terms or the subject matter hereof, except where noncompliance arises out of or relates to your acts, errors, omissions, negligence or misconduct.

## 10. Disclaimers

1. **Lack of Availability.** Access to the b.well application, or to one or more of its features or capabilities may be unavailable from time to time, may be offered for a limited time, may be discontinued, or may vary depending on your region or device. b.well is not liable for any disruption or loss you may suffer as a result.

2. **Not a Medical Device or Substitute for Medical Care.** The b.well application is a consumer health support tool for your personal convenience. It is not a medical device, and no one is monitoring the information processed by b.well for your personal use in the b.well application for a medical purpose, unless otherwise set forth in a specific disclosure that you acknowledge within the b.well application. Except in such circumstances, you should not rely on your interactions with the b.well application or any of the outputs it generates as a substitute for seeking appropriate medical care. This includes any outputs from a conversational AI functionality that you use in the b.well application. You are responsible for seeking appropriate medical care for your health care concerns, regardless of the information we make available to you.
3. **Data Latency, Quality and Usability.** Information retrieved through the b.well application may be incomplete or delayed, or it may contain errors. Also, the information you receive may look different from when you receive it directly from its source. We do not guarantee or assume responsibility or liability for the reliability, completeness, timeliness, accuracy, usefulness, or non-delivery of information retrieved through the b.well application.
4. **Force Majeure.** b.well disclaims any failure or delay in performance on account of events beyond its reasonable control, which may include denial-of-service attacks, a failure by a third-party hosting provider or utility provider, strikes, shortages, riots, fires, flood, acts of God, war, terrorism, public health emergency/pandemics, and governmental action.
5. **All other warranties, disclaimed.** Other than expressly stated herein or required by law, the b.well application and information made available to you through the b.well application is provided “as is” and “as available” without any warranty whatsoever, including, without limitation, any (1) warranty of merchantability, (2) warranty of fitness for a particular purpose, or (3) warranty against infringement of intellectual property rights of a third party, whether implied by law, course of dealing, course of performance, usage of trade, or otherwise. Some jurisdictions limit or do not allow the disclaimer of implied or other warranties so the above disclaimer may not apply to you.

## 11. Indemnification

By accepting these Terms and using the b.well application, you agree to hold b.well and its officers, employees, directors, licensors and agents (collectively, “**Indemnitees**”) harmless from any and all losses, damages, liability and expenses (including reasonable attorneys’ fees), rights, claims, costs, actions of any kind and injury arising out of or in connection with: (1) your violation or breach of any term of these Terms or any applicable law or regulation; (2) your violation of any rights of any third party; or (3) your negligence or willful misconduct.

## 12. Limitations of Liability

The Indemnitees’ total CUMULATIVE LIABILITY UNDER THIS AGREEMENT FOR BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE IS LIMITED TO THE TOTAL FEES PAID BY you to b.well. You further agree that the Indemnitees will not be liable for any consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, whether or not we have informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you. The limitations of damages set forth above are fundamental elements of the basis of the bargain for granting you a license to access and use the b.well application.

### **13. Term; Termination; Effects of Termination**

These Terms remain effective until terminated by you or b.well for any reason. If you no longer agree to be bound by these Terms, you must stop using the b.well application by closing your account; whereupon, we will delete your personal information in accordance with the b.well Privacy Policy. Following any termination, (1) these Terms will continue to apply and be binding upon you in respect of your prior use of the b.well application (and any unauthorized further use thereof) and until your personal information has been deleted from our systems (outside of our audit logs); and (2) any rights reserved or licenses granted to us under these Terms will survive such termination.

### **14. Agreement to Arbitrate**

This section is referred to in these terms as the “**Arbitration Agreement**”. In consideration of the terms and conditions of these Terms, you agree that any and all disputes or claims that have arisen or may arise between you and b.well, whether arising out of or relating to the terms (including any alleged breach thereof), the services, any advertising, any aspect of the relationship or transactions between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify.

Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into these Terms, you and b.well are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

Also, you waive any right to join or consolidate disputes by or against others as a representative or member of a class, to obtain relief in any arbitration in the interests of the general public, or to act as a private attorney general. If any provision related to this section is found to be illegal or unenforceable, then such provision shall be severed from the Arbitration Agreement but the rest of the arbitration clause shall remain enforceable and in full effect. The substance of any disputes where public injunctive relief is available shall be decided by the arbitrator. Only if the claimant succeeds on its claim permitting the remedy of a public injunction may such claimant request that a court of competent jurisdiction enter an injunction in conformity with the arbitral award.

### **15. Governing Law; Venue**

These Terms are governed by and construed in accordance with the laws of Maryland. Subject to the Arbitration Agreement contained in these Terms, exclusive venue for making any legal claim or originating any dispute arising out of accessing or using the b.well application shall be Baltimore City. Any such dispute or legal proceeding shall be exclusively governed by the laws of Maryland, without regard to any conflicts of law.

### **16. Evolving Services**

The b.well application is continuously evolving. For this reason, we reserve the right to discontinue, modify, or change the b.well application, without any liability or obligation, except to provide you with appropriate notice.

We reserve the right at any time to modify, pause, suspend or terminate the b.well application, or features and experiences inside the application. If we maintain any of your Health Data, we will try to let you know in advance and help you retrieve your Health Data within a reasonable time.

**17. Assignability**

We may assign, delegate, or otherwise transfer these Terms, in whole or in part, without your consent. Subject to the foregoing, these Terms will be binding on the parties and their successors and assigns.

**18. Changes to these Terms**

We can modify these Terms at any time, upon notice. To continue using the b.well application, you will be required to accept the updated Terms, which you do by logging into your account.

We post our current version of these Terms on our website and through a link on our account creation and login page. The updated Terms will indicate its effective date and include links (i) to the terms of service it is replacing and (ii) a summary of changes. If we make significant changes that materially limit your rights or our obligations under these Terms, we will give you a reasonable amount of time to consider the changes before they become effective.

You will be required to accept the modified Terms to continue accessing your account. Otherwise, you should stop using the b.well application and delete it from your devices. If you refuse to accept the terms but still wish to access your Health Data, you can contact Support to request a portable copy of your Health Data.

**19. Severability**

If any provision of these Terms is determined to be invalid under any applicable statute or rule of law, such provision shall be deemed omitted, and the balance of these Terms shall remain enforceable.

**20. Entire Agreement**

These Terms constitute the entire and exclusive understanding and agreement between b.well and you regarding the b.well application. These terms supersede and replace any and all prior oral or written understandings or agreements between b.well and you regarding b.well.

**21. Revision History**

Effective Date	Link to prior version (as applicable)
November 2, 2023	<a href="https://www.icanbwell.com/legal/terms-of-service-november-2023/">https://www.icanbwell.com/legal/terms-of-service-november-2023/</a>
November 22, 2022	<a href="https://www.icanbwell.com/legal/terms-of-service-2022/">https://www.icanbwell.com/legal/terms-of-service-2022/</a>
January 1, 2021	<a href="https://www.icanbwell.com/legal/2021-terms-of-service/">https://www.icanbwell.com/legal/2021-terms-of-service/</a>
May 12, 2020	<a href="https://www.icanbwell.com/legal/2020-terms-of-service/">https://www.icanbwell.com/legal/2020-terms-of-service/</a>
2019	<a href="https://www.icanbwell.com/legal/2019-terms-of-service/">https://www.icanbwell.com/legal/2019-terms-of-service/</a>