

Welcome and thank you for visiting our website (the "Site"). Below is SleepApnea's Privacy Policy. We recommend that you carefully review this Privacy Policy making use of the Site (as defined below). If you have any questions or concerns regarding this Privacy Policy, please contact us using the contact information provided on sleepapneahometest.com.

SleepApnea, (referred to herein as "MHC", "we", "us" or "our"), strongly believes in maintaining the privacy of Personal Information we collect from individuals who visit, access or otherwise make use of our Site located at sleepapneahometest.com. We want you to understand how and why we collect, use and disclose Personal Information about you through our Site. This Privacy Policy provides you with information concerning our practices and procedures as they relate specifically to information we collect through our Site.

We provide this Privacy Policy in connection with, and as incorporated in its entirety in, our Terms of Use located at sleepapneahometest.com (the "Terms of Use").

Because the Internet is an evolving medium, we may need to change our Privacy Policy at some point in the future, in which case we will post the revised Privacy Policy on this website and update the "Last Updated" date above to reflect the date of the changes. By continuing to use the Site or by providing us with your Personal Information after we post any such changes, you accept the Privacy Policy as modified.

Your access of the Site for the limited and exclusive purpose of reviewing this Privacy Policy does not constitute your acceptance of this Privacy Policy unless you engage in any further access or use of Site.

If you are using the Site as a part of an organization or business entity, you represent and warrant that you have appropriate authority to bind such organization or entity to these terms and conditions of this Privacy Policy, and any reference to "you" herein will include such organization or entity.

Capitalized terms not defined herein shall have the meanings set forth in our Terms of Use.

POLICY

1 DEFINITIONS; INTERPRETATION.

1.1 DEFINITIONS. Unless context requires otherwise, capitalized terms not defined within this Privacy Policy shall have the meanings ascribed to them in the Terms of Use or the following meanings:

- (a) "Applicable Law" means any and all applicable federal, state and local laws, statutes, ordinances, regulations, rules, opinions, interpretive letters and other official releases of or by any government, or any authority, department or agency thereof which are now in effect or which may come in to effect at any time during the Term (defined below).
- (b) "Company", "we", "our" or "us" shall mean SleepApnea.
- (c) "Personal Information" means information that is unique to you and may include your name, your home or other physical address, your email address, your telephone number, and other information that identifies you.
- (d) "Privacy Policy" means this statement of our information privacy practices, policies and procedures, as may be amended from time to time.
- (e) "Site" means the Company's website located at sleepapneahometest.com.
- (f) "User", "you" or "your" means the Person accessing or making use of the Site.

1.2 INTERPRETATION. References to Sections are to be construed as references to the Sections of this Privacy Policy, unless otherwise indicated. The singular includes the plural, and the plural includes the singular. All

references to “hereof,” “herein,” “hereunder” and other similar compounds of the word “here” shall mean and refer to this Privacy Policy as a whole rather than any particular part of the same. The terms “include” and “including” are not limiting.

2 AMENDMENTS.

Company reserves the right to change, modify, supplement, or update this Privacy Policy (each such change, modification or supplement, an “Update”), from time to time without advance notice by posting such Amendment on the Site. We encourage you to periodically visit this Privacy Policy to check for any Updates. You acknowledge and agree that you will be bound by any such Update if you continue to access or use the Site after such Update is posted. The most current version of this Privacy Policy will be effective as of the date specified in the “Last Updated” legend set forth above.

3 SUMMARY AND ACKNOWLEDGEMENT OF PRIVACY POLICY.

3.1 SUMMARY. This Privacy Policy notifies you of our collection, use and disclosure of Personal Information about you through our Site including, without limitation, the following:

- (a) Personal Information we may collect about you;
- (b) How we may collect Personal Information about you;
- (c) Our use of your Personal Information;
- (d) Our security procedures concerning your Personal Information;
- (e) Our manner and means of communication with you;
- (f) Your obligation to provide accurate Personal Information and to correct inaccuracies in the Personal Information you provide to us; and
- (g) Any Updates to this Privacy Policy.

3.2 ACKNOWLEDGEMENT. You acknowledge and agree that by accessing or otherwise making use of the Site, you agree to, and are bound by, the terms of the Privacy Policy

4 INFORMATION WE COLLECT ABOUT YOU.

4.1 PERSONAL INFORMATION. We do not collect Personal Information from you unless you voluntarily provide Personal Information during the Company Account registration process or when you access or otherwise make use of the Site. By providing your Personal Information to Company, you expressly agree to our collection, use, and disclosure of such information as described in this Privacy Policy. We will use Personal Information to confirm your identity as required by Applicable Laws that govern the Site.

4.2 INFORMATION COLLECTED BY COOKIES AND INTERNET BEACONS. We may use various technologies to collect information, and this may include sending cookies to your computer or mobile device. Cookies are small data files that are stored on your hard drive or in device memory by a website. Among other things, cookies support the integrity of our registration and log in process, retain your preferences and account settings, and help evaluate and compile aggregated statistics about user activity. We may also collect information using web beacons. Internet beacons are electronic images that may be used in our Site or emails. We may use web beacons to deliver cookies, count visits, understand usage, and determine whether an email has been opened and acted upon.

4.3 TECHNICAL AND NAVIGATIONAL INFORMATION. We may collect your computer browser type, Internet Protocol address, pages visited, location preferences, identification numbers associated with your personal devices, date and time stamps of transactions, average time spent on our Site, and other interactions with the Site. This information may be used, for example, to alert you to software compatibility issues, or it may be analyzed to improve our web design and functionality

5 USE OF YOUR PERSONAL INFORMATION.

5.1 OUR USE OF YOUR PERSONAL INFORMATION. We may use the Personal Information you provide to us as necessary (i) to provide the Site, Content or other services and/or products to you, (ii) to respond to your inquiries about or provide you with updates regarding the Company, Site, Content or other services and/or products, and (iii) to offer or suggest other products, services, or promotional offerings that we believe may be of interest to you. We may provide your Personal Information to our third party service providers as necessary to provide the Site, Content or other services and/or products to you. For example, our third party service providers may use the Personal Information you provide to assist with inquiries or requests you have submitted to us. We may use your Personal Information to improve and personalize Site, Content or other services and/or products which we may offer to you.

5.2 HOW WE SHARE YOUR PERSONAL INFORMATION. We may share your Personal Information:

(a) with your consent and approval provided through your use of the Site, to our trusted third-party service providers, as necessary to enable such trusted third party service providers to provide Site, Content or other services and/or products which you have requested or which we may offer to you;

(b) in connection with, or during the negotiation of, any merger, sale of company stock or assets, financing, acquisition, divestiture, or dissolution of all or a portion of our business;

(c) to deliver to you any administrative notices, alerts and communications relevant to your use of the Site;

(d) to respond to subpoenas, court orders, or legal process;

(e) to improve our Site, Content or other services and/or products which we may offer to you;

(f) in order to investigate, prevent, defend against, or take other action regarding violations of our Terms of Use, illegal activities, suspected fraud, or situations involving potential threats to the legal rights or physical safety of any person or the security of our Site;

(g) non-personalized, anonymous data may be aggregated with data from other users and other data sources and may be collected and shared with partners or for marketing purposes;

(h) to respond to claims that any posting or other content violates the rights of third parties;

(i) in an emergency, to protect the health and safety of our Site's users or the general public; or

(j) as otherwise required by Applicable Law.

6 “DO NOT TRACK” (DNT) BROWSER SIGNALS.

Do Not Track (“DNT”) is an optional browser setting that allows you to express your preferences regarding tracking by advertisers and third parties. Currently, the Site does not recognize or take any automated action in response to browser “do not track” signals.

7 SOCIAL MEDIA PLATFORMS AND FORUMS.

7.1 SOCIAL MEDIA PLATFORMS. Any information, communications, or material of any type or nature that you submit to us whether through our Site or through the use of social media integration (including, but not limited to any of our websites or profiles contained on a social media platform or website such as Facebook or Twitter) by email, posting, messaging, uploading, downloading, or otherwise (collectively, a “Submission”), is done at your own risk and without any expectation of privacy. We cannot control the actions of other users of any social media platform or website and we are therefore not responsible for any of your Submissions contained on such sites and platforms. By accessing or making use of any part of the Site that is contained on a social media platform or website or any of the Company’s social media accounts that are available on such social media platform or website, you are representing and warranting to us you have reviewed the applicable privacy policy and terms of use of such platform or website and that you will abide by all such provisions contained therein.

7.2 FORUMS. In the event that any one part of the Site offers a message board or any other interactive or feature or platform of a social or public nature on a website administered directly by us, please be aware that these areas may allow you to publicly post, and share with other users, certain messages, content, or other information (e.g., stories, pictures, ingredients, tips, etc.). Although we may take certain precautions to protect those who use these areas of our Site, we encourage you to be wary of giving out any Personal Information in such public forums. The information you post can be collected and used by people you do not know. We cannot guarantee the privacy and safety of these areas and are therefore not responsible for any information you choose to post. Your use of these features is fully at your own risk.

8 INFORMATION COLLECTED FROM CHILDREN.

We are strongly committed to preserving online privacy for all of our Site visitors, including children. Our Site is intended for use only by persons who are eighteen (18) years old or older and our Terms of Use expressly prohibit access or use of the Site by any person under eighteen (18) years old unless assisted by a parent or guardian. Consistent with the Children's Online Privacy Protection Act, we will not knowingly collect any information from children under the age of 13. If you are under the age of 13, you must ask your parent or guardian to assist you in using the Site.

9 EMAIL.

We appreciate your questions and comments about our Site and welcome your email messages to mailboxes listed on our Site. We will share your messages with those within our organization that are most capable of addressing the issues contained in your message. We will keep a copy of your message until we have had an opportunity to address your concerns. We may archive your message for a certain period or discard it, but your email address will not be used for any other purpose.

10 CONFIDENTIALITY AND SECURITY.

We restrict access to Personal Information collected about you through the Site to our employees, our affiliates' employees, our authorized and trusted third party service providers, or others who need to know that information in order to respond to your questions and comments, to conduct our normal business operations and/or to provide the Site, Content or other services and/or products which you have requested or which we may offer to you. While no website can guarantee security, we maintain appropriate physical, electronic, and procedural safeguards to protect your Personal Information collected via the Site. We protect our databases that store any Personal Information collected through the Site with various physical, technical and procedural measures and we restrict access to your Personal Information by unauthorized persons. We also advise all Company employees about their responsibility to protect customer data and we provide them with appropriate guidelines for adhering to Company's business ethics standards and confidentiality policies. While we implement these and other security measures, please note that attaining or maintaining one-hundred percent (100%) security is not always possible. We cannot guarantee that the security measures we have in place to safeguard Personal Information will never be defeated or fail, or that those measures will always be sufficient or effective.

11 CHOICE AND OPT-OUT.

11.1 OPT-OUT. You may opt-out of having your Personal Information used to contact you for certain commercial purposes. Users who no longer wish to receive our promotional communications may contact us by email to be removed from our lists. Be sure to include any contact information that you want removed from our promotional contacts list, including physical addresses, phone numbers, and e-mail addresses (If you use more than one e-mail address, send your opt-out e-mail from each of your e-mail addresses.) If you receive any online newsletter or similar promotional e-mail communication from us, you will always be given the option to "unsubscribe" from receiving further e-mail communications from us at any time. Your option not to receive promotional and marketing material will not preclude us from corresponding with you, by e-mail or otherwise, regarding your existing or past business relationships with us (e.g., any purchase of our products or services, or responses to requests for information you pose to us either through use of the Site or by other

means). In addition, we may continue to use de-identified information for the purposes of maintaining and improving our Site.

11.2 NOTIFICATION OF OPT-OUT. If you want to opt-out of receiving any communications from us, or if your personally identifiable information changes (such as zip code or postal code, phone, email or postal address), you may correct, update or delete/deactivate your personally identifiable information at any time by sending an email to info@sleepapneahometest.com.

12 LINKS TO OTHER SITES.

12.1 LINKS TO THIRD PARTY SITES. For your convenience we may provide links to other websites and web pages that we do not control. We cannot be responsible for the privacy practices of any websites or pages not under our control and we do not endorse any of these websites or pages, the services or products described or offered on such sites or pages, or any of the content contained on those sites or pages.

12.2 THIRD PARTY SITES DISCLAIMER. WE ARE NOT RESPONSIBLE FOR ANY DAMAGES ARISING FROM AND WE EXPRESSLY DISCLAIM ANY LIABILITY ASSOCIATED WITH HOW SUCH THIRD PARTIES COLLECT, STORE, USE OR DISCLOSE YOUR PERSONAL INFORMATION.

13 USE OF COOKIES AND DATA COLLECTION TOOLS.

13.1 COOKIES DEFINITION. For the purposes of this Privacy Policy the term “Cookie” as used herein refers to a piece of information which a web server may place on your computer when you visit a website. Cookies are commonly used by websites to improve the user experience and have not been known to transmit computer viruses or otherwise harm your computer. Many cookies last only through a single website session, or visit. Others may have an expiration date, or may remain on your computer until you delete them.

13.2 OUR USE OF COOKIES. We may use cookies for a number of purposes - for example, to maintain continuity during a user session, to gather data about the usage of our Site for research and other purposes, to store your preferences for certain kinds of information and marketing offers, or to store a user name or encrypted identification number so that you do not have to provide this information every time you return to our Site. We currently use or anticipate using third party service providers to gather data about the usage of our Site and for marketing purposes. These third-party services may set or maintain cookies which we do not control. Due to the constantly-changing technology of the internet, we may discontinue the use of these providers at any time, or implement new third-party services to provide same, similar, or additional functionality.

14 PROMOTIONAL EMAILS.

From time to time, we may send you e-mails with promotional offers relating to your use of the Site. If you would no longer like to receive these emails, please click on the “Unsubscribe” link at the bottom of the email and follow the “Unsubscribe” instructions. Please allow us a reasonable period of time in order to satisfy your request, as some promotions may already be in process. We may also use your Personal Information to notify you in connection with any contests or promotions that you choose to participate in through the Site. From time to time, we may send you e-mails with promotional offers relating to your use of the Site. If you would no longer like to receive these emails, please click on the “Unsubscribe” link at the bottom of the email and follow the “Unsubscribe” instructions. Please allow us a reasonable period of time in order to satisfy your request, as some promotions may already be in process. We may also use your Personal Information to notify you in connection with any contests or promotions that you choose to participate in through the Site.

15 CHANGES TO YOUR PERSONAL INFORMATION.

If you wish to update Personal Information that you have provided to us or correct any inaccurate Personal Information you have provided to us, you may update or correct such information via your account. Alternatively, you can contact us at the contact information set forth in Section 18 (Contact Us) below to request any corrections to your Personal Information. You are solely responsible for updating and ensuring the accuracy of your Personal Information, and providing us with notice of inaccurate information, if applicable.

16 CALIFORNIA RESIDENT'S PRIVACY RIGHTS.

Under California law, California residents may opt-out of our disclosing Personal Information about them to third parties for their marketing purposes. If you do not want us to disclose information to other companies for their marketing purposes, please contact us by any of the ways described in the "Contact Information" section below. Pursuant to Section 1798.83 of the California Civil Code, residents of California have the right to request from a business, with whom the California resident has an established business relationship, certain information with respect to the types of Personal Information the business shares with third parties for direct marketing purposes by such third party and the identities of the third parties with whom the business has shared such information during the immediately preceding calendar year. To request a copy of such information, please contact us by any of the ways described in the "Contact Information" section below, and we will respond within 30 days as required by law.

California law also requires us to disclose how we respond to your Internet browser "do not track" signals or other mechanisms that provide you the ability to exercise choice regarding the collection of personally identifiable information about your online activities over time and across third-party websites or online services. We are also required to disclose whether other parties may collect personally identifiable information about your online activities over time and across different websites when you use the Site. We may use third parties such as network advertisers and ad exchanges to serve advertisements across the Internet and may use third party analytics service providers to evaluate and provide us and/or third parties with information about the use of these ads on third party sites and viewing of ads and of our content. Third parties may offer you a choice as to whether or not to have your information collected for that purpose.

17 Updates to the Privacy Policy.

This Privacy Policy may be updated periodically and without prior notice to you to reflect changes in our Personal Information practices. In the event our Privacy Policy should materially change, we will generally notify our users by posting a notice of such change in a separate section of this Privacy Policy so you are aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. Users will have the opportunity to opt-out of any change in the use of their information. However, if users have opted out of all communication, then they will not be contacted, nor will their Personal Information be used or disclosed in this new manner.

18 CONTACT US.

If you have any questions about this Privacy Policy, please contact us as described on the website under "Contact Us" or at the email address or phone number provided below. We will attempt to respond to your questions or concerns promptly after we receive them.

E-MAIL: info@sleepapneahometest.com

CALL: (866) 527.5970

ADDRESS: SleepApnea

536 Old Howell Road

Greenville, SC 29615

[REMAINDER OF PAGE INTENTIONALLY BLANK.]

SLEEPAPNEA TERMS OF USE

Last updated: June 24, 2021

Welcome and thank you for visiting our website (the "Site"). Below are the Site's Terms of Use. We recommend that you carefully review these Terms of Use before making use of the Site (as defined below). If

you have any questions or concerns regarding these Terms of Use, please contact us using the contact information provided on sleepapneahometest.com.

These Terms of Use (these “Terms”) govern the relationship between SleepApnea, (referred to herein as “MHC”, “we”, “us” or “our”) and you (“User”, “you” or “your”), the person accessing or otherwise making use of our Site located at sleepapneahometest.com. These Terms constitute a legally binding agreement between you and Company. Accordingly, we advise you to read these Terms carefully before accessing or otherwise making use of the Site.

You and Company may each be referred to in these Terms individually as a “Party” and together as the “Parties,” as context so requires.

TERMS

1. ACCEPTANCE OF THESE TERMS.

1.1 ACCEPTANCE. Please read the Terms carefully before you start to use or otherwise access the Site. By accessing or using this Site in any way, including, without limitation, browsing this Site, using any Content (defined below) and/or submitting information, including your Personal Information, Submissions or Feedback (as each is defined herein) to us via the Site, you accept and agree to and be bound and abide by these Terms and our Privacy Policy, found at sleepapneahometest.com, incorporated herein by reference. If you do not want to agree to these Terms or the Privacy Policy, you must not use or otherwise access the Site. Please note that certain uses of the Site may be subject to separate agreements that will be provided to you prior to such use.

1.2 RESTRICTIONS ON ACCEPTANCE. When you access or otherwise make use of the Site you acknowledge and agree that:

- (a) if you are accepting these Terms on behalf of any legal entity, including any company, organization, government, or governmental agency, you have been authorized to do so and to act on behalf of such legal entity;
- (b) you have read and understand all of the provisions, terms and conditions set forth in these Terms;
- (c) you will be bound by all of the provisions, terms and conditions set forth in these Terms;
- (d) you are at least eighteen (18) years of age;
- (e) you have the right, authority and capacity to enter into these Terms and to abide by all terms and conditions of these Terms; and
- (f) these Terms are the legal equivalent of a signed, written contract between you and Company.

IF YOU ARE UNABLE OR UNWILLING TO CONFIRM THE ABOVE STATEMENTS, THEN YOU MUST NOT ACCEPT THESE TERMS OR OTHERWISE ACCESS OR MAKE USE OF THE SITE.

2 DEFINITIONS; INTERPRETATION.

2.1 DEFINITIONS. Unless context requires otherwise, capitalized terms not defined within these Terms shall have the following meanings:

- (a) “Affiliate” means, with respect to a Party, any person, firm, corporation, partnership (including general partnerships, limited partnerships, and limited liability partnerships), limited liability company, or other entity that now or in the future, directly controls, is controlled with or by or is under common control with such Party.
- (b) “Applicable Law” means any and all applicable federal, state and local laws, statutes, ordinances, regulations, rules, opinions, interpretive letters and other official releases of or by any government, or any

authority, department or agency thereof which are now in effect or which may come in to effect at any time during the Term (defined below).

(c) "Content" means any texts, pictures, graphics, logos, button items, images, works of authorship and other content (collectively with all information about the Site).

(d) "Company", "we", "our" or "us" shall mean SleepApnea.

(e) "Personal Information" means information that is unique to you and may include your name, your home or other physical address, your email address, your telephone number, and other information that identifies you.

(f) "Privacy Policy" means the terms and conditions found at sleepapneahometest.com that describe the Company's use possible use and collection of your information, including without limitation, your Personal Information, Submissions and Feedback as each such term is defined herein.

2.2 INTERPRETATION. References to Sections are to be construed as references to the Sections of these Terms, unless otherwise indicated. The singular includes the plural, and the plural includes the singular. All references to "hereof," "herein," "hereunder" and other similar compounds of the word "here" shall mean and refer to these Terms as a whole rather than any particular part of the same. The terms "include" and "including" are not limiting.

3 AMENDMENTS.

Company reserves the right to change, modify, supplement, or update these Terms (each such change, modification or supplement, an "Amendment"), from time to time without advance notice by posting such Amendment on the Site. We encourage you to periodically visit these Terms to check for any Amendments. You acknowledge and agree that you will be bound by any such Amendment if you continue to access or use the Site after such Amendment is posted. The most current version of these Terms will be effective as of the date specified in the "Last Updated" legend set forth above.

4 PRIVACY.

You acknowledge and agree to the terms and conditions of our Privacy Policy available at sleepapneahometest.com, as may be amended from time to time, which is incorporated by reference into these Terms as if it were set forth herein in its entirety. The Privacy Policy describes our collection and possible use of information that you provide to us. By using the Site, you agree to, and are bound by, the terms of the Privacy Policy.

5 TRANSFERABILITY OF ACCESS OR RIGHTS.

Your rights and obligations with respect to the Site pursuant to these Terms are personal to you and you may not transfer such rights and obligations to any other person or entity.

6 YOUR WARRANTIES TO COMPANY.

In addition to the representations and warranties you make to Company under Section 1.2 represent and warrant to Company that (i) all information that you may provide to us in connection with your use of the Site is up-to-date, accurate and truthful, (ii) you have the authority to disclose any information you may share with us and to grant us the right to use this information as provided in these Terms, (iii) you have the right to grant us the licenses specified herein, if applicable, and (iv) your acceptance of these Terms does not violate any Applicable Law or other contract or obligation to which you are a party or by which you are otherwise bound.

7 OWNERSHIP OF CONTENT AND SITE.

You acknowledge and agree that, except as otherwise expressly stated, all Content appearing on the Site is the copyrighted work of Company or its third party content suppliers and is protected by U.S. and international copyright laws. The compilation (meaning the collection, arrangement and assembly) of all Content is also the exclusive property of Company and is protected by U.S. and international copyright laws. Except as otherwise

expressly stated herein, you may not alter, modify, copy, distribute (for compensation or otherwise), transmit, display, perform, reproduce, reuse, post, publish, license, frame, download, store for subsequent use, create derivative works from, transfer, or sell any information or Content obtained from the Site, in whole or in part, including any text, images, audio, and video in any manner, without the prior written authorization of Company or any applicable third party suppliers. The use of Content, including images, by you, or anyone else authorized by you, is prohibited unless specifically permitted by Company. Any unauthorized use of text or images may violate copyright laws, trademark laws, the laws of privacy and publicity, and applicable regulations and statutes. Company does not warrant or represent that your use of Content or the Site will not infringe rights of third parties.

8 OWNERSHIP OF INFORMATION SUBMITTED VIA THE SITE.

8.1 SUBMISSIONS. Except as set forth in our Privacy Policy, any communication or other material (including any text communication, health information, photograph, video, or other audio or visual work) submitted or posted to or through the Site ("Submission") will be considered non-confidential. Unless otherwise expressly stated in writing by Company, no compensation will be paid with respect to the use of any Submission. Company shall have no obligation to preserve, return or otherwise make available to you or others any Submission.

8.2 LICENSE TO COMPANY. Except as set forth in our Privacy Policy, Company does not claim ownership of your Submission in its original form; however, by providing a Submission, you hereby grant to Company and its affiliates, subsidiaries, licensees and assigns, an irrevocable, perpetual and royalty-free right to use, reproduce, edit, display, transmit, prepare derivative works of, modify, publish and otherwise make use of the Submission in any and all media, whether now known or hereinafter created, throughout the world and for any purpose related to the business of Company. By uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submission. The rights granted to Company include but are not limited to the right to aggregate, summarize, analyze, resize, crop, censor, compress, edit, feature, caption, and to otherwise alter or make use of your Submission.

8.3 NO PRIVACY IN SUBMISSIONS. Subject to our Privacy Policy, and limits under applicable law with regard to identifiable information, you understand and intend that by providing your Submission to Company, you hereby waive any privacy expectations that you may have with respect to any such Submission. You hereby agree, subject to the Privacy Policy and Applicable Law, that Company is the full owner of all right, title, and interest in any content or information extracted, derived, or otherwise created from such Submission, and you agree to hold Company and its affiliates, subsidiaries, licensees, sponsors and assigns harmless from and against, and hereby waive any right to pursue, any claims of any nature arising in connection with the inclusion in, publication via or display on any Company site, or any other use authorized under these Terms, of your Submission. You further hereby agree that any Submission by you will be accurate and will not be intended to mislead, harm or cause damage to Company, any User, any Third Party or any other party, and you agree to indemnify, defend and hold harmless Company against any and all claims, liabilities and damages caused by any Submission from you or any Third Party.

9 FEEDBACK.

Please be advised that if you send or submit to Company creative ideas, suggestions, inventions, or materials ("Feedback"), Company shall: (i) own, exclusively, all now known or later discovered rights to the Feedback; (ii) not be subject to any obligation of confidentiality and shall not be liable for any use or disclosure of any Feedback; and (iii) be entitled to unrestricted use of the Feedback for any purpose whatsoever, commercial or otherwise, without compensation to you or any other person.

10 LIMITED LICENSE AND SITE ACCESS; ALL RIGHTS RESERVED.

Use of the Site is limited to persons who have accepted these Terms in accordance with Section 1 hereof. Subject to your compliance with these Terms, Company hereby grants you a limited license to access and

make use of the Site, but not to download or modify the Site, Content, or any portion of thereof, except with express written consent of Company. The license granted in this Section does not include any resale or commercial use of the Site or the Content; any derivative use of the Site or the Content; or any use of data mining, robots, or similar data gathering and extraction tools. The Site or any portion thereof may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without the express written consent of Company. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Company without Company's express written consent. You may not use any meta-tags or any other "hidden text" utilizing any of Company's name(s) or service marks without the express written consent of their owners. We (or the respective third party owners of Content) retain all right, title, and interest in the Site and any Content offered on the Site, including any and all intellectual property rights. Company may assign these Terms or any part hereof, without restrictions. You may not assign these Terms or any part hereof, nor transfer or sub-license your rights under these Terms, to any third party. We (or the respective third party owners of Content) reserve all rights not expressly granted. Any unauthorized use terminates the permission or license granted by Company.

11 YOUR USE OF THE SITE.

You will not use the Site for any illegal purpose. You will only use the Site in accordance with the terms and conditions of these Terms and Applicable Law.

12 PROHIBITED USE.

12.1 PROHIBITED USE OF SITE. Any use or attempted use of the Site (i) for any unlawful, unauthorized, fraudulent or malicious purpose, or (ii) that could damage, disable, overburden, or impair any server, or the network(s) connected to any server, or (iii) interfere with any other party's use and enjoyment of the Site, or (iv) to gain unauthorized access to any other accounts, computer systems or networks connected to any server or systems through hacking, password mining or any other means, or (v) to access systems, data or information not intended by Company to be made accessible to a user, or (vi) attempt to obtain any materials or information through any means not intentionally made available by Company, or (vii) any use other than the business purpose for which it was intended, is prohibited.

In addition, in connection with your use of the Site, you agree you will not:

- (a) upload or transmit any message, information, data, text, software or images, or other content ("Material") that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable, or that may invade another's right of privacy or publicity;
- (b) create a false identity for the purpose of misleading others or impersonate any person or entity, including any Company representative, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (c) upload or transmit any material that you do not have a right to reproduce, display or transmit under any law or under contractual or fiduciary relationships (such as nondisclosure agreements);
- (d) upload files that contain viruses, trojan horses, worms, time bombs, cancel-bots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- (e) delete any author attributions, legal notices or proprietary designations or labels that you upload to any communication feature;
- (f) use the Site's communication features in a manner that adversely affects the availability of its resources to other users (e.g., excessive shouting, use of all caps, or flooding continuous posting of repetitive text);
- (g) upload or transmit any unsolicited advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation, commercial or otherwise;
- (h) violate any Applicable Law or international law;

- (i) upload or transmit any material that infringes any patent, trademark, service mark, trade secret, copyright or other proprietary rights of any party;
- (j) delete or revise any material posted to the Site by any other person or entity;
- (k) manipulate or otherwise display the Site by using framing, mirroring or similar navigational technology or directly link to any portion of the Site other than the main homepage in accordance with the limited license outlined above;
- (l) probe, scan, test the vulnerability of or breach the authentication measures of, the Site or any related networks or systems;
- (m) harvest or otherwise collect information about others, including e-mail addresses; or
- (n) use any robot, spider, scraper, or other automated or manual means to access the Site, or copy any content or information on the Site.

12.2 MONITORING AND ENFORCEMENT; TERMINATION. We have the right to:

- (a) Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- (b) Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Site or the public or could create liability for the Company.
- (c) Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- (d) Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Site.
- (e) Terminate or suspend your access to all or part of the Site for any or no reason, including without limitation, any violation of these Terms.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Site. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY [THE ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER [THE COMPANY/SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

13 INDEMNIFICATION.

You agree to release, indemnify, and hold harmless Company and its Affiliates, and their respective officers, directors, employees and agents, ("Indemnified Persons") harmless from and against any claims, liabilities, damages, losses, and expenses, including reasonable legal and accounting fees, arising out of or in any way related to: (i) your access to, use of, or inability to use the Site; (ii) your breach of these Terms; (iii) your violation of any rights of a third party; (iv) your violation of any Applicable Law; or (v) your failure to provide and maintain true, accurate, current and complete information.

14 WARRANTIES AND DISCLAIMERS.

14.1 LIMITATION OF LIABILITY. YOU UNDERSTAND AND AGREE THAT COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, SUCCESSORS, AGENTS, AFFILIATES, OR ANY RELATED COMPANIES WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE LOSSES ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH THE SITE OR THESE TERMS, EVEN IF COMPANY HAS BEEN ADVISED OF THE

POSSIBILITIES OF THOSE DAMAGES, RESULTING FROM YOUR USE OR INABILITY TO USE THE SITE OR CONTENT, THE COST RESULTING FROM ANY LOSS OF DATA, INFORMATION, PRODUCTS AND SERVICES OBTAINED FROM TRANSACTIONS ENTERED INTO THROUGH THE SITE OR STATEMENTS OR CONDUCT OF ANY THIRD PARTY, OR ANY OTHER MATTER RELATED TO THE SITE OR CONTENT. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SITE IS PREDICATED UPON YOUR WAIVER OF ANY RIGHT TO SUE COMPANY DIRECTLY OR TO PARTICIPATE IN A CLASS ACTION SUIT FOR ANY LOSSES OR DAMAGES RESULTING FROM YOUR USE OF THE SITE.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

14.2 NO WARRANTIES. YOU EXPRESSLY AGREE YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE AND CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES, AND THEIR RELATED COMPANIES DISCLAIM ANY AND ALL WARRANTIES INCLUDING ANY:

- (1) WARRANTIES THAT THE SITE WILL MEET YOUR REQUIREMENTS;
- (2) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, TIMELINESS, OR INFORMATIONAL CONTENT OF THE SITE OR CONTENT;
- (3) WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE;
- (4) WARRANTIES FOR SERVICES RECEIVED THROUGH OR ADVERTISED ON THE SITE OR ACCESSED THROUGH THE SITE;
- (5) WARRANTIES CONCERNING THE ACCURACY OR RELIABILITY OF THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE;
- (6) WARRANTIES THAT YOUR USE OF THE SITE WILL BE SECURE OR UNINTERRUPTED; VIRUS-FREE OR ERRORFREE AND
- (7) WARRANTIES THAT ERRORS IN THE SITE WILL BE CORRECTED.

Company does not warrant or make any representations regarding availability, accuracy, reliability, completeness, or timeliness of the Site, Content or any materials, text, graphics, and or links associated with the Site. If your use of the Site, Content or any materials, text, graphics, and or links associated with the Site results in the need for servicing or replacing equipment or data, Company is not responsible for those costs.

15 TERM AND TERMINATION.

15.1 TERM. These Terms shall commence on the date you first access or make use the Site and remain in effect until either Party terminates these Terms (the "Term").

15.2 TERMINATION RIGHTS OF COMPANY. Company may terminate these Terms at any time in its sole discretion.

16 BINDING ARBITRATION.

16.1 ARBITRATION PROCESS. Arbitration shall be conducted by and submitted to a single arbitrator ("Arbitrator") selected from and administered by the Greenville, South Carolina office of JAMS ("JAMS"), in accordance with its then-existing Comprehensive Arbitration Rules & Procedures. The arbitration shall be conducted by a licensed attorney or retired judge who is admitted in both federal and state courts, with experience in securities law. The Arbitrator shall be authorized to award compensatory damages, but shall NOT be authorized to award non-economic damages such as for emotional distress, or pain and suffering or

punitive or indirect, incidental or consequential damages. Each party shall bear its own attorneys' fees, cost and disbursements arising out of the arbitration, and shall pay an equal share of the fees and costs of the Arbitrator and JAMS; however, the Arbitrator may award to the prevailing party reimbursement of its reasonable attorneys' fees and costs (including, for example, expert witness fees and travel expenses), and/or the fees and costs of the Arbitrator. Within fifteen (15) calendar days after conclusion of the arbitration, the Arbitrator shall issue a written award and a written statement of decision describing the material factual findings and conclusions on which the award is based, including the calculation of any damages awarded. Each party shall fully perform and satisfy the arbitration award within fifteen (15) days of the service of the award. Judgment on the award may be entered by any court of competent jurisdiction. By agreeing to this binding arbitration provision, you understand that you are waiving certain rights and protections which may otherwise be available if a claim or dispute were determined by litigation in court, including, without limitation, the right to seek or obtain certain types of damages precluded by this arbitration provision, the right to a jury trial, certain rights of appeal, the right to bring a claim as a class member in any purported class or representative proceeding, and the right to invoke formal rules of procedure and evidence.

16.2 YOU AGREE THAT, IF YOU DECIDE TO ACCEPT THESE TERMS OR OTHERWISE ACCESS AND/OR MAKE USE OF THE SITE, YOUR RELATIONSHIP WITH COMPANY WILL BE GOVERNED BY THE PRE-DISPUTE ARBITRATION CLAUSE IN THE AGREEMENTS.

17 RIGHT OF USE.

Subject to the provisions in these Terms, you may use the Site for non-commercial purposes to: (i) learn about the Site and/or Company; (ii) enter into these Terms; (iii) access the Content; (vi) access and print or download copies of the current version of these Terms and our Privacy Policy found at sleepapneahometest.com; and (vii) make such other use of the Site as we may expressly permit from time to time. Subject to these Terms, we hereby grant you a personal, nontransferable, nonexclusive, non-sublicensable license to use the Site in accordance with these Terms, and for no other purpose. All rights, title and interest in and to the user interface and Site, including any Content and/or software, on or through the Site shall belong to Company or our licensors and suppliers, including all modifications thereof and enhancements thereto. The Content made available from, on or through the Site may not be copied, modified, republished, assigned, sold or distributed to you, nor may derivative works be prepared therefrom. The license granted to you pursuant to these Terms is solely for your personal use (but not for resale or redistribution) as a user of the Site and may not be used for any other purposes. No ownership rights are granted to you hereunder and no title is transferred hereby.

18 RELATIONSHIP OF THE PARTIES.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms or your access or use of the Site. Our performance under these Terms is subject to existing laws and legal process, and nothing contained in these Terms is in derogation of our right to comply with governmental, court and law enforcement requests or requirements relating to your access or use of the Site or information provided to or gathered by us with respect to such use.

19 GENERAL TERMS.

19.1 WAIVER. The waiver by Company of a breach of any provision contained herein must be in writing to constitute a valid waiver and shall in no way be construed as a waiver of any subsequent breach of such provision or the waiver of the provision itself.

19.2 GOVERNING LAW; CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. These Terms will be deemed entered into in the State of South Carolina and will be governed by and interpreted in accordance with the laws of the State of South Carolina, excluding without regard to conflicts of law. The Parties agree that any dispute arising under these Terms will be resolved exclusively in the state or federal courts in South Carolina and the Parties hereby expressly consent to jurisdiction therein, waiving any defenses of jurisdiction or forum non conveniens. THE PARTIES IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY.

19.3 THIRD PARTY BENEFICIARIES. Except as limited herein, these Terms and the rights and obligations hereunder shall bind, and inure to the benefit of the Parties and their successors and permitted assigns. Nothing in these Terms, expressed or implied, is intended to confer upon any person, other than the Parties and their successors and permitted assigns, any of the rights hereunder.

19.4 ENTIRE AGREEMENT. These Terms, as may be amended from time to time, and each of its exhibits or appendices, constitute and contain the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements. Each Party acknowledges and agrees that the other has not made any representations, warranties or agreements of any kind, except as expressly set forth herein.

19.5 SURVIVAL. All provisions of these Terms that by their nature extend beyond the expiration or termination of these Terms shall survive the termination of these Terms.

19.6 SEVERABILITY. If any provision of these Terms (or any portion thereof) is determined to be invalid or unenforceable, the remaining provisions of these Terms shall not be affected thereby and shall be binding upon the Parties and shall be enforceable, as though said invalid or unenforceable provision (or portion thereof) were not contained in these Terms.

19.7 ASSIGNMENT. You may not transfer or assign these Terms or any of your rights hereunder to any third party and any attempt to so transfer or assign will be rendered null and void. Notwithstanding the foregoing, Company may assign these Terms or any rights hereunder without consent: (i) to an entity that acquires all or substantially all of its stock, assets or business; or (ii) to an Affiliate. Except as provided in this section, any attempts by either Party to assign any of its rights or delegate any of its duties hereunder without the prior written consent of the other Party shall be null and void.

19.8 CONTACT US. If you have any questions about these Terms, please contact us as described on the website under "Contact Us" or at the email address or phone number provided below. We will attempt to respond to your questions or concerns promptly after we receive them.

E-MAIL: info@sleepapneahometest.com

CALL: (866) 527.5970

ADDRESS: SleepApnea

536 Old Howell Road

Greenville, SC 29615

[REMAINDER OF PAGE INTENTIONALLY BLANK.]