

INFORMED CONSENT FORM FOR DATA PRIVACY

Purpose: If you access and/or use The Anti-Fragility Health Clinic software, mobile- or web-based applications on which it runs or any included documentation (collectively will be referred to as the “AFC Software”), you acknowledge that you have read this terms of use, understand it, and agree to be bound by the terms and conditions of this agreement, and this will be a legally binding agreement between you and The Anti-Fragility Health Clinic. If you do not agree with the terms and conditions of this agreement, you should reject them by not installing and not using the AFC Software.

References in this agreement to “you” or “your” refer to both you and any and all persons or entities on whose behalf you act or who act on your behalf (if any).

This document is legally binding, so you should read it in its entirety. Essentially, by using this app you agree to the following:

- The Anti-Fragility Health Clinic can collect data from you. This includes answers to health related questions and summarized information that your phone provides, such as texting information.
- We can summarize and de-identify the data we collect from you, so we can build a better and more helpful product. You own your identifiable personal data, but we own the anonymized or de-identified version of it.
- We can share the information we get from you with your healthcare provider (to the extent they are granted access to your information) or anyone else you’ve chosen to receive this information.
- You understand and confirm that The Anti-Fragility Health Clinic is not a licensed medical provider and does not provide medical care or emergency services.
- The Anti-Fragility Health Clinic owns its app and you have a license to use it in accordance with this Terms of Use.

You agree that the AFC Software is not intended to be used for medical emergencies, self-diagnosis, or medical advice. Always seek the advice of your physician or other qualified health provider regarding medical condition or treatment.

Privacy Terms. The Anti-Fragility Health Clinic’s policy is to respect and protect your privacy. The Anti-Fragility Health Clinic uses any personally identifiable information solely for the business purposes for which it was collected, in accordance with the privacy policy.

You acknowledge and agree that The Anti-Fragility Health Clinic may use your personally identifying information for the applicable study or program deployment, surveys and/or your care by The Anti-Fragility Health Clinic and/or your healthcare provider. Subject to applicable law,

The Anti-Fragility Health Clinic will use commercially reasonable efforts to remove your personally identifying information and unprocessed user data from The Anti-Fragility Health Clinic servers upon your written request; provided however, we only have the ability to remove such data from our own servers and not those of your healthcare provider.

In accordance with the privacy policy, The Anti-Fragility Health Clinic has the right to maintain, use and share the data/information collected by the AFC Software in anonymized or de-identified form at any time (including following such request, or following the termination of this Agreement).

Before installing or using any software provided by The Anti-Fragility Health Clinic, you should carefully review the privacy policy, which is incorporated herein by reference.

Your installation or use of any software provided by The Anti-Fragility Health Clinic shall be deemed your acceptance of the privacy policy, as it may be amended from time to time.

Login Information and Access. The Anti-Fragility Health Clinic will issue to you, or prompt you to provide, a username/password for login to download, access and use the AFC Software by way of a “User Account”. The Anti-Fragility Health Clinic will protect as confidential any personally identifying information that you may provide to complete the applicable online forms to establish your username/password or account with The Anti-Fragility Health Clinic, hereby referred to as “Account Data”, in which Account Data shall continue to be owned by you. You agree to provide, maintain and update true, accurate, current and complete Account Data, and represent that you will not misrepresent your identity or your affiliation with any person or entity. The Anti-Fragility Health Clinic reserves the right to authenticate any information you provide. You shall be responsible for all use and access of the AFC Software by means of usernames/passwords issued to you. You will notify The Anti-Fragility Health Clinic promptly of any unauthorized use of your username/password or account or any other known or suspected breach of security, or other occurrence requiring username/password or account cancellations or changes. The Anti-Fragility Health Clinic cannot and does not assume any responsibility or liability for any information submitted by someone who has fraudulently accessed your account or for any third party's fraudulent use or misuse of information submitted by you. You acknowledge and agree that you will not provide any information or material to us or the clinic that is defamatory, threatening, obscene, harassing, or otherwise unlawful, or that incorporates the proprietary material of another person or entity.

Information Collected and Stored; Cookies and Web Beacons; Disclosure to Third Parties. The Anti-Fragility Health Clinic may automatically gather and store the certain information about your visit so that we can monitor the use of the AFC Software in order to make improvements and better serve users and other constituencies. Other than to contact you with follow up information or in order to provide products and services or information regarding

our products and services (such as newsletters) to you, this following information may be collected and stored:

- email address,
- phone number
- physical contact information, and (depending on the service used) sometimes financial, insurance and health-related information, such as credit card or bank account numbers and insurance carrier information
- User Account information, such as user login and password information
- the location and IP address from which you access the Software
- the name of the domain from which you access the internet
- the type of device, browser and operating system used to access the Software
- the date and time you access the Software, duration and stop time of such access
- the information about any person or entity from whom you were referred
- the pages, files, documents and links that you visit
- and the internet address of a website or mobile application from which you linked to the Software

We may also collect cookies, which are small pieces of information sent to your browser or device by a website or application that you access. We may use cookies to compile and provide aggregate statistics about the AFC Software's visitors, traffic patterns, and related information to third parties, but such information may not identify you personally. Cookies may help us adjust the content of the AFC Software and provide better service to users. You may set your settings to refuse cookies from any website or mobile application that you access. If you refuse cookies, you may still gain access to the AFC Software, but you may not be able to conduct certain types of activities. The AFC Software may contain electronic images known as web beacons (sometimes called single-pixel gifs) that may be used to assist in delivering cookies on the AFC Software and allow us to count users who have visited the AFC Software. We may include web beacons in promotional e-mail messages or our newsletters in order to determine whether messages have been opened and acted upon. At times, in order to provide products and services or market to customers, we may make certain personal information available to strategic partners with whom we work. We may share personal information with parties who provide services such as information processing, extending credit, fulfilling customer orders, delivering products, managing and enhancing customer data, providing customer service, assessing interest in our products and services, and conducting customer research or satisfaction surveys. Except as required pursuant to law, legal process, litigation, or requests from public and governmental authorities, we only share personal information to provide or improve our products, services and advertising; it will not be shared with third parties for their marketing purposes. In the event of a reorganization, merger, or sale, we may transfer any and

all personal information we collect to the relevant third party. We may, from time to time, send you e-mail about your User Account, orders or pricing changes. We may also send you e-mail with general information or special offers about products and services that may be of interest to you. In most cases, we will give you an opportunity to accept or decline the receipt of promotional e-mail.

Breach and Termination. With or without notice, The Anti-Fragility Health Clinic, in its sole discretion, has the right at any time to suspend or terminate your access to the AFC Software (and terminate this agreement), if you are in breach of this agreement or using the AFC Software in a manner that impairs the operation of the AFC Software, causes or threatens to cause harm to the AFC's systems, servers, other users of the AFC Software, that violates the Privacy Policy, or is otherwise harmful to The Anti-Fragility Health Clinic or our intellectual property, brand or goodwill.

Enforcement of Terms; Effect of Termination. If you fail to fulfill any of your obligations under this agreement, The Anti-Fragility Health Clinic and/or its licensors may pursue all available legal remedies available to them. You agree that The Anti-Fragility Health Clinic's licensors are third-party beneficiaries of this agreement, and may enforce this agreement as it relates to their intellectual property. Upon any termination of this agreement, your license to use the AFC Software shall terminate and you shall promptly uninstall and remove the AFC Software from the mobile device on which it was installed (and promptly uninstall, delete or destroy your authorized backup or archival copy).

Assumption of Risk. The Anti-Fragility Health Clinic Software is designed to provide a designated third-party with health-related information based on your inputs to surveys and mobile interactions, as such interactions are catalogued via your mobile device. The AFC Software and any related data supplied to you by The Anti-Fragility Health Clinic is not a source of information, and does not provide medical advice. By granting you the right to use the AFC Software, The Anti-Fragility Health Clinic does not assume any obligation or liability with respect to your health or your physical activity or condition. In no event shall The Anti-Fragility Health Clinic be liable for any death or bodily injury that you suffer, or that you cause to any third party, in connection with your use of the AFC Software or any activity you undertake in connection with your use of the AFC Software. As between you and The Anti-Fragility Health Clinic, you are solely responsible for your use of the AFC Software and your health and medical condition and treatment related thereto. The Anti-Fragility Health Clinic shall have no liability for any unauthorized disclosure of your personally identifiable information due to your actions or omissions or that of your healthcare provider.

Modifications to this Agreement. We may make changes to this agreement from time to time. A link to the most current Terms of Use that will govern your use of the AFC Software will be available on The Anti-Fragility Health Clinic website and we will indicate the date of the latest

update at the bottom of the posted agreement. We may also place a special notice on the website or communicate significant changes by email. Your continued use of the AFC Software following the posting of such changes constitutes your acceptance of the amended agreement.

INFORMED CONSENT REGARDING E-MAIL OR THE INTERNET USE OF PROTECTED PERSONAL INFORMATION

The Anti-Fragility Health Clinic provides patients the opportunity to communicate with us by e-mail. Transmitting confidential health information by e-mail, however, has a number of risks, both general and specific, that should be considered before using e-mail.

1. Risks:

a. General e-mail risks are the following: e-mail can be immediately broadcast worldwide and be received by many intended and unintended recipients; recipients can forward e-mail to other recipients without the original sender(s) permission, or knowledge; users can easily misaddress an e-mail; e-mail is easier to falsify than handwritten, or signed documents; backup copies of e-mail may exist even after the sender, or recipient has deleted his/her history.

b. Specific e-mail risks are the following: e-mail containing information pertaining to diagnosis and/or treatment must be included in the protected personal health information; all individuals who have access to the protected personal health information will have access to the e-mail messages; patients who send, or receive e-mail from their place of employment risk having their employer read their e-mail.

2. It is the policy of The Anti-Fragility Health Clinic that all e-mail messages sent or received, which concern the diagnosis, or treatment, of the patient will be a part of that patient's protected personal health information and we will treat such e-mail messages, or internet communications, with the same degree of confidentiality as afforded other portions of the protected personal health information.

The Anti-Fragility Health Clinic will use reasonable means to protect the security and confidentiality of e-mail, or internet communication. Because of the risks outlined above, we cannot, however, guarantee the security and confidentiality of e-mail or internet communications.

3. Patients must consent to the use of e-mail for confidential medical information after having been informed of the above risks. Consent to the use of e-mail includes agreement with the following conditions:

a. All e-mail to, or from, patients concerning diagnosis and/or treatment will be made a part of the protected personal health information. As a part of the protected personal health information, other individuals, clinicians and other healthcare practitioners, insurance

coordinators, and upon written authorization other healthcare providers and insurers will have access to e-mail messages contained in protected personal health information.

b. The Anti-Fragility Health Clinic practitioners may forward e-mail messages within the practice as necessary for diagnosis and treatment. We will not, however, forward the e-mail outside the practice without the consent of the patient as required by law.

c. We at The Anti-Fragility Health Clinic will endeavor to read e-mail promptly, but can provide no assurance that the recipient of the particular e-mail will read the e-mail message promptly. Therefore, e-mail must not be used in a medical emergency.

d. It is the responsibility of the sender to determine whether the intended recipient received the e-mail and when the recipient will respond.

e. Because some medical information is so sensitive that unauthorized disclosure can be very damaging, e-mail should not be used for communications concerning diagnosis, or treatment of AIDS/HIV infection; other sexually transmissible, or communicable diseases, such as syphilis, gonorrhea, herpes, and the like; Behavioral health, Mental health, or developmental disability; or alcohol and drug abuse.

f. The Anti-Fragility Health Clinic cannot guarantee that electronic communications will be private. However, we will take reasonable steps to protect the confidentiality of the e-mail, or internet communication. However, The Anti-Fragility Health Clinic and its staff are not liable for improper disclosure of confidential information not caused by its employee's gross negligence, or wanton misconduct.

g. If consent is given for the use of e-mail, it is the responsibility of the patient to inform The Anti-Fragility Health Clinic staff of any type of information you do not want to be sent by e-mail.

h. It is the responsibility of the patient to protect their password or other means of access to e-mail sent, or received, from The Anti-Fragility Health Clinic, to protect confidentiality. The Anti-Fragility Health Clinic is not liable for breaches of confidentiality caused by the patient. Any further use of e-mail initiated by the patient that discusses diagnosis, or treatment, constitutes informed consent to the foregoing.

I understand that my consent to the use of e-mail may be withdrawn at any time by e-mail, or written communication, to The Anti-Fragility Health Clinic at admin@theantifragilityhealthclinic.com.

Acknowledgement. I acknowledge the following:

- a. I have been offered the opportunity to ask questions and those questions were answered to my satisfaction and clarification.
- b. I can contact The Anti-Fragility Health Clinic should I need any further assistance.
- c. I have read this document in its entirety and realize I may retain a copy for my records.

I understand and accept Consent Form

Printed Name of Minor Participant

Date

Signature of Minor Participant

Printed Name of Patient/Parent/Legal Guardian

Date

Signature of Patient/Parent/Legal Guardian

Printed Name of Person Obtaining Authorization

Date

Signature of Person Obtaining Authorization