



## IHEALTHSPOT ACCEPTABLE USE POLICY

Updated December 20, 2022

This Acceptable Use Policy ("Policy") governs the usage of products and services, ("Services"), provided by Michigan Medical Advantage, Inc. doing business as iHealthSpot, (hereinafter referred to as "Company"). This Policy is incorporated by reference into each contract Company enters into with a client (each, a "Client") for the use of such Services. Company may modify this Policy at any time without notice.

The purpose of this Policy is to enhance and maintain the quality of the Services and to protect Company's Clients, and the Internet community as a whole, from illegal or disruptive Internet activities, ("Prohibited Uses"), as further described below. This Policy applies to each Client and its employees, agents, contractors or other users of such Client who obtain Services from Company (each such person being a "User").

Use of the Services in connection with a Prohibited Use shall be considered a violation of this policy. If Company learns of a violation of this Policy, Company will respond to the applicable Client and in Company's sole discretion, may (i) warn the Client; (ii) suspend Services; (iii) terminate the Services; (iv) remove the offending content; or (v) take any other appropriate action to remedy the violation.

Company expressly disclaims any obligation to monitor its Clients and other Users with respect to violations of this Policy. Company has no liability or responsibility for the actions of any of its Clients or other Users or any content any User may post on any Web site.

Company encourages Users to report violations of this policy by e-mail to: [info@ihealthspot.com](mailto:info@ihealthspot.com), including in any such report the name of the offending domain (for example, xyz.com) and the type of abuse (for example, spam, illegal acts, harassment, etc.) in the "subject" field of the e-mail.

Company reserves the right to cooperate with appropriate legal authorities in investigations of claims of illegal activity involving Company's Services, Clients and other Users. Company reserves all other rights to respond to violations of this Policy to the extent of applicable law and in accordance with any applicable contractual obligations. Company may utilize technical means to monitor communications into, and out of, its network facilities to prevent the introduction of viruses or other hostile code, to prevent intrusions and otherwise to enforce this Policy and each Client agrees that Company is authorized to monitor its communications through its network for such purposes.

**Assignment.** Neither Client nor Company may assign any Agreement to any third party except upon the other party's prior written consent, which consent shall not be unreasonably withheld or delayed; provided, that no such consent shall be required in the event of an assignment to an affiliate or to a successor-in-interest to the business of the assigning party resulting from a merger, reorganization, or sale of all or substantially all such party's assets.

**Assignment of Agreement by iHealthSpot, Inc. to Michigan Medical Advantage, Inc. d.b.a. iHealthSpot** Any Agreement between Client and iHealthSpot, Inc. shall, as of December 20, 2022, be assigned to its parent company Michigan Medical Advantage, Inc. due to the merger of iHealthSpot, Inc. with and into Michigan Medical Advantage, Inc. All references in any Agreement to iHealthSpot, Inc. shall, as of December 20, 2022 be referenced as Michigan Medical Advantage, Inc. Any references to iHealthSpot shall remain as iHealthSpot due to the fact that Michigan Medical Advantage, Inc. is doing business as iHealthSpot under the terms of any Agreement.

### Prohibited Uses

Without limiting the general application of the following rules, Users may not:

- a. **Utilize the Services to send mass unsolicited e-mail to third parties.**
- b. **Utilize the Services in connection with any illegal activity.** Users may not utilize the Services in any manner that violates applicable law or utilize the Services to:

- i. Copy material from third parties (including text, graphics, music, videos or other copyrightable material) without proper authorization;
  - ii. Misappropriate or infringe the patents, copyrights, trademarks or other intellectual property rights of any third party;
  - iii. Traffic in illegal drugs, illegal gambling, obscene materials or other any products or services that are prohibited under applicable law;
  - iv. Export encryption software to points outside the United States in violation of applicable export control laws; or
- c. **Utilize the Services in connection with any tortuous or actionable activity.** Users may not utilize the Services to:
  - i. Publish or disseminate information that constitutes slander, libel or defamation; publicizes the personal information or likeness of a person without that person's consent; or otherwise violates the privacy rights of any person.
  - ii. Threaten persons with bodily harm, to make harassing or abusive statements or messages, or to solicit the performance of acts or services that are illegal under applicable law.
- d. **Utilize the Services in connection with any other disruptive or abusive activity.** Users may not utilize the Services to:
  - i. Cause denial of service attacks against Company or other network hosts or Internet users or to otherwise degrade or impair the operation of Company's servers and facilities or the servers and facilities of other network hosts or Internet users;
  - ii. Post messages or software programs that consume excessive CPU time or storage space;
  - iii. Offer mail services, mail forwarding capabilities, POP accounts or autoresponders other than for the User's own account;
  - iv. Resell access to scripts installed on Company's servers;
  - v. Subvert, or assist others in subverting, the security or integrity of any Company systems, facilities or equipment;
  - vi. Gain unauthorized access to the computer networks of Company or any other person;
  - vii. Provide passwords or access codes to persons not authorized to receive such materials by the operator of the system requiring the password or access code;
  - viii. Forge the signature or other identifying mark or code of any other person; impersonate or assume the identity or any other person; or engage in any other activity (including "spoofing") to attempt to deceive or mislead other persons regarding the true identity of the User (excluding the use of anonymous remailers or Internet nicknames);
  - ix. Distribute or post any virus, worm, Trojan horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operation of the Services;
  - x. Conduct port scans or other invasive procedures against any server (except any server for which the User is an authorized system administrator);
  - xi. Distribute, advertise or promote software or services that have the primary purpose of encouraging or facilitating unsolicited commercial e-mail or spam;
  - xii. Solicit or collect, or distribute, advertise or promote, e-mail address lists for the purpose of encouraging or facilitating unsolicited commercial e-mail or spam;
  - xiii. Interrupt or interfere with the Internet usage of other persons.
- e. **Utilize the Services in a manner which subject Company or its software providers to unfavorable action.** Users may not utilize the Services to subject Company to any liability for any reason, or adversely

affect Company's public image, reputation or goodwill, including, without limitation, sending or distributing sexually explicit, hateful, vulgar, racially, ethnically or otherwise objectionable materials as determined by Company in its sole discretion.