

Move Health

Terms of Service · Version tos-2024-01-01 · Published and in effect January 1, 2024
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Terms of Service

Effective as of January 01, 2024.

Agreement between User and www.movehealth.io

Welcome to www.movehealth.io. The www.movehealth.io website (the "Site") is comprised of various web pages operated by Move Health, LLC ("Move Health"). www.movehealth.io is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of www.movehealth.io constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

www.movehealth.io is an insurance technology website. Move Health, LLC is an insurance agency serving consumers across multiple insurance verticals. Move Health also serves industry-adjacent partners who utilize Move Health for insurance planning for their practice and clients.

Privacy

Your use of www.movehealth.io is subject to Move Health's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

Electronic Communications

Visiting www.movehealth.io or sending emails to Move Health constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Your Account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Move Health is not responsible for third party access to your account that results from theft or misappropriation of your account. Move Health and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Children Under Thirteen

Move Health does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use www.movehealth.io only with permission of a parent or guardian.

Links to Third Party Sites / Third Party Services

www.movehealth.io may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Move Health and Move Health is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Move Health is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Move Health of the site or any association with its operators.

Certain services made available via www.movehealth.io are delivered by third party sites and organizations. By using any product, service or functionality originating from the www.movehealth.io domain, you hereby acknowledge and consent that Move Health may share such information and data with any third party with whom Move Health has a contractual relationship to provide the requested product, service or functionality on behalf of www.movehealth.io users and customers.

No Unlawful or Prohibited Use / Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use www.movehealth.io strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to Move Health that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Move Health or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Move Health content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any

proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Move Health and the copyright owner. We do not grant you any licenses, express or implied, to the intellectual property of Move Health or our licensors except as expressly authorized by these Terms.

Use of Communication Services

The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service you will not defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others; publish or upload unlawful, defamatory, infringing, obscene, or indecent material; upload files that contain software or other material protected by intellectual property laws unless you own or control the rights; upload files containing viruses or corrupted data; advertise or offer to sell goods or services outside of a Communication Service that specifically allows it; conduct surveys, contests, pyramid schemes or chain letters; download files you know cannot be legally distributed; falsify attributions or notices; restrict or inhibit other users; violate applicable codes of conduct; harvest information about others without consent; or violate any applicable laws or regulations.

Move Health has no obligation to monitor the Communication Services, but reserves the right to review and remove materials in its sole discretion and to terminate access to any or all Communication Services at any time without notice. Move Health reserves the right at all times to disclose any information necessary to satisfy applicable law, regulation, legal process or governmental request, or to edit, refuse to post, or remove any information or materials in its sole discretion.

Always use caution when giving out personally identifying information about yourself or your children in any Communication Service. Move Health does not control or endorse the content of any Communication Service and disclaims liability with regard to it. Managers and hosts are not authorized Move Health spokespersons, and their views do not necessarily reflect those of Move Health. Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination, and you are responsible for adhering to those limitations.

Materials Provided to www.movehealth.io or Posted on Any Move Health Web Page

Move Health does not claim ownership of the materials you provide to www.movehealth.io (including feedback and suggestions) or post, upload, input or submit to any Move Health Site or our associated services (collectively "Submissions"). However, by providing a Submission you grant Move Health, our affiliated companies and necessary sublicensees permission to use it in connection with the operation of their Internet businesses, including the rights to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission, and to publish your name in connection with it.

No compensation will be paid with respect to the use of your Submission. Move Health is under no obligation to post or use any Submission and may remove any Submission at any time in its sole discretion. By submitting, you warrant that you own or otherwise control all of the rights to your Submission, including all rights necessary to provide, post, upload, input or submit it.

International Users

The Service is controlled, operated and administered by Move Health from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Move Health Content accessed through www.movehealth.io in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless Move Health, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement, your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Move Health reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Move Health in asserting any available defenses.

Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final,

and judgment may be entered upon it in any court having jurisdiction. The prevailing party in any related legal or equitable action shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims regarding these Terms, including tort claims, and agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision, which survives termination of these Terms.

Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. A party may bring claims against the other only in each individual's capacity, and not as a plaintiff or class member in any putative class, collective and/or representative proceeding, including in the form of a private attorney general action. Unless both you and Move Health agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

Liability Disclaimer

The information, software, products, and services included in or available through the Site may include inaccuracies or typographical errors. Changes are periodically added to the information herein. Move Health, LLC and/or its suppliers may make improvements and/or changes in the Site at any time.

Move Health, LLC and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on the Site for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

To the maximum extent permitted by applicable law, in no event shall Move Health, LLC and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, or consequential damages whatsoever, including damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Site, the delay or inability to use the Site or related services, or the provision of or failure to provide services, whether based on contract, tort, negligence, strict liability or otherwise, even if advised of the possibility of damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the Site, or with any of these Terms of use, your sole and exclusive remedy is to discontinue using the Site.

Termination / Access Restriction

Move Health reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Indiana, and you consent to the exclusive jurisdiction and venue of courts in Indiana in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Move Health as a result of this agreement or use of the Site. Move Health's performance of this agreement is subject to existing laws and legal process, and nothing in this agreement derogates from Move Health's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site. If any part of this agreement is held invalid or unenforceable, that provision will be deemed superseded by a valid, enforceable provision that most closely matches its intent, and the remainder of the agreement will continue in effect.

Unless otherwise specified, this agreement constitutes the entire agreement between the user and Move Health with respect to the Site, superseding all prior communications and proposals. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings to the same extent as other business documents originally generated and maintained in printed form. It is the express wish of the parties that this agreement and all related documents be written in English.

Changes to Terms

Move Health reserves the right, in its sole discretion, to change the Terms under which www.movehealth.io is offered. The most current version of the Terms will supersede all previous versions. Move Health encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

Move Health welcomes your questions or comments regarding the Terms. Move Health, LLC, 401 SE 6th St, Ste 205, Evansville, IN 47713. Email: info@movehealth.io.