

Terms and Conditions

1. Use of Website.

Welcome to Curious Mind, a website operated by Curious Mind RD, LLC. Curious Mind provides the materials on this website solely for your own use for informational purposes only. All use of the website is subject to the terms and conditions set forth below. By accessing and using this website, you agree to be bound by these Terms and Conditions and all other terms and policies that appear on this website. Please read these Terms and Conditions carefully. If you do not agree with any of these Terms and Conditions, you may not use this website and should not enter any information in it.

2. Right to Modify.

We reserve the right to modify these Terms and Conditions at any time, effective upon posting. Your use of this website following such changes will be deemed to be an acceptance of any changes. You agree to review these Terms and Conditions each time you use this website so that you may be aware of any changes to these terms.

3. Access to the Website.

You or CURIIOUS MIND may suspend or terminate your access to the website at any time, for any reason or for no reason. CURIIOUS MIND has the right (but not the obligation) to refuse to provide access to the website to any person or organization, or to prohibit any person or organization from using the website, at any time, for any reason or for no reason at all, in our sole discretion. You represent and warrant that you are at least 18 years of age and possess the legal right and ability to agree to these Terms and Conditions and to use this website in accordance with these Terms and Conditions. CURIIOUS MIND maintains this website from offices in the United States of America and makes no representation that materials on the website are appropriate or available for use in other locations. If you access this website from a location outside the United States, you do so at your own risk and initiative and are responsible for compliance with applicable laws at your location.

4. Your Information.

Any and all information you post or otherwise provide to Curious Mind by means of this website is true and accurate, not misleading, and offered in good faith. You agree that any information you provide through this website is not generally confidential and CURIIOUS MIND may use information that you supply through the website to improve our service and product offerings or our website and also to provide you with additional information about our products and services. We may use common internet technologies, such as “cookies”, to manage the information we receive from you. Curious Mind will not share, sell or otherwise distribute any of your personally-identifiable information with third parties for their promotional or sales purposes. In the event we provide a product or

service to you, we may share certain information only with organizations who work with Curious Mind in order to provide those services to you.

5. Medical Information.

This website may contain general information relating to various medical conditions and their treatment. Such information is provided for informational purposes only. The content of this website is not intended to be a substitute for professional medical advice, diagnosis, or treatment. The content relating to medical conditions and their treatment is not meant to be a substitute for advice provided by a doctor or other qualified healthcare professionals. You should not disregard or delay seeking medical advice based on anything that appears in this website. **IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, YOU SHOULD DIAL “911” IMMEDIATELY.** CURIIOUS MIND is not engaged in rendering medical or similar professional services or advice, and the information provided is not intended to replace medical advice offered by a physician. You should not use the information contained herein for diagnosing a health problem or disease. **YOU SHOULD NOT CONSTRUE THIS CONTENT AS ANY WARRANTY OR RECOMMENDATION OF TREATMENT.**

6. Intellectual Property.

All material contained in this website (including images, text, and the look and feel attributes) is the property of Curious Mind and/or its licensors and is protected by copyright, trademark, patent, trade secret, and other intellectual property law. Curious Mind reserves all rights in that regard. Removing or altering the copyright notice on any material that appears in this website is strictly prohibited. Nothing contained in this website should be construed as granting any license or other right without the express written permission of CURIIOUS MIND.

7. Links to Other Websites.

This website may contain links to third-party websites. These links are provided solely as a convenience to you and not as an endorsement or recommendation by CURIIOUS MIND of the content on such third-party websites or as an indication of any affiliation, sponsorship or endorsement of or by such third-party websites. If you use any links, you will leave the Curious Mind website. CURIIOUS MIND is not responsible for the content of linked third-party websites and does not make any representations regarding the privacy practices of, or any information or product or accuracy of materials found on such third-party websites. If you decide to access any of the third-party websites linked to this website, you do so entirely at your own risk.

8. Prohibited Uses

You agree not to:

- a. upload or transmit any communication or content of any type that infringes or violates any rights of any party.
- b. use, modify, sell, assign or transfer the content or reproduce, display, publicly perform, distribute, post, transmit or otherwise use this website or any of its contents in any way for any public or commercial purpose.
- c. reverse engineer, disassemble or decompile any software included in the content.
- d. use this website for any purpose in violation of local, state, national, or international laws.
- e. use this website as a means to distribute or post advertising or other unsolicited material to any third party.
- f. impersonate any person or entity or falsely represent your identification or affiliation.
- g. distribute viruses or other harmful computer code.
- h. harvest or otherwise collect information about others.
- i. promote, encourage, or engage in defamatory, harassing, abusive, or otherwise objectionable behavior.
- j. interfere with the operation of this website.
- k. copy or distribute in any medium any part of this website.

9. Coupon Terms & Conditions.

- The Coupon may not be combined with other promotional offers during the same visit. Only one Coupon per visit.
- Coupons are not for resale and are not redeemable for cash.
- We reserve the right to discontinue or change any coupon or promotional offer at any time, without notice.
- All conditions stated on the Coupon must be met to receive the discount (e.g. a coupon must be used before its expiration date).

10.No Warranty.

ACCESS TO THE WEBSITE AND THE INFORMATION CONTAINED THEREIN IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. CURIOS MIND DOES NOT WARRANT THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE MATERIALS ON THIS WEBSITE AND TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, CURIOS MIND DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, WITH RESPECT TO ANY INFORMATION OBTAINED THROUGH THE WEBSITE. WITHOUT LIMITING THE FOREGOING, CURIOS MIND DOES NOT WARRANT THAT ACCESS TO THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED; NOR DOES CURIOS MIND MAKE ANY REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, CURRENCY, QUALITY, COMPLETENESS, USEFULNESS, PERFORMANCE, SECURITY, LEGALITY OR SUITABILITY OF THE WEBSITE OR ANY OF THE INFORMATION CONTAINED THEREIN. YOU EXPRESSLY AGREE THAT YOUR

USE OF THE WEBSITE AND YOUR RELIANCE UPON ANY OF ITS CONTENTS IS AT YOUR SOLE RISK.

11. Limit of Liability.

IN THE EVENT OF ANY PROBLEM WITH THE WEBSITE OR ANY OF ITS CONTENT, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THE WEBSITE. UNDER NO CIRCUMSTANCES SHALL CURIOUS MIND OR ANY CURIOUS MIND LICENSOR, LICENSEE OR SUPPLIER BE LIABLE IN ANY WAY FOR YOUR USE OF THE WEBSITE OR ANY OF ITS CONTENT INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, ANY INFRINGEMENT BY ANY CONTENT OF THE INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS OF THIRD PARTIES, OR FOR ANY LOSSES OR DAMAGES OF ANY KIND ARISING DIRECTLY OR INDIRECTLY OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THE WEBSITE, AND ANY WEBSITE LINKED TO THE WEBSITE, OR THE MATERIALS OR INFORMATION CONTAINED ON ANY OR ALL SUCH WEBSITES. UNDER NO CIRCUMSTANCES SHALL CURIOUS MIND, ITS LICENSORS, LICENSEES OR SUPPLIERS OR PROVIDERS BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY PERSONAL INJURY, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR COMPUTER OR OTHERWISE) ARISING FROM OR IN CONNECTION WITH YOUR USE OF THE WEBSITE, WHETHER UNDER A THEORY OF BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MALPRACTICE OR OTHERWISE, EVEN IF WE OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU HEREBY RELEASE CURIOUS MIND AND HOLD CURIOUS MIND ITS LICENSORS AND SUPPLIERS AND PROVIDERS HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE (INCLUDING, WITHOUT LIMITATION, ACTUAL, SPECIAL, INCIDENTAL AND CONSEQUENTIAL), KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE WEBSITE. YOU WAIVE THE PROVISIONS OF ANY STATE OR LOCAL LAW LIMITING OR PROHIBITING A GENERAL RELEASE.

12. Governing Law.

These Terms and Conditions and your use of the website shall be governed by the laws of the the state of Florida without regard to its conflict of laws principles. Any legal action or proceeding related to this Website shall be brought exclusively in a federal or state court of competent jurisdiction sitting in Seminole, Florida.

Privacy Policy

Effective Date: May 20, 2017

Curious Mind (“Curious Mind,” “we,” “us,” or “our”) recognizes the importance of protecting the privacy of your personal information, and we have prepared this Privacy Policy to provide you with important information about the privacy practices applicable to the Curious Mind Platform and any website or service that links to or refers to this Privacy Policy (collectively, the “Services”).

I. COLLECTION OF INFORMATION

We may collect the following kinds of information when you use the Services:

Information you provide directly to us. For certain activities, such as when you register, use our telemedicine services, subscribe to our alerts, or contact us directly, we may collect some or all of the following types of information:

- Contact information, such as your full name, email address, mobile phone number, and address;
- Username and password;
- Payment information, such as your credit card number, expiration date, and credit card security code;
- For health care providers, information about your employment, such as your job title, practice area, primary specialty, and medical license status, gender, date of birth, languages spoken, educational background, address, photograph, social security number, Tax ID, NPI number, professional license information and bank account information;
- Personal health information, including information about your diagnosis, previous treatments, general health, and health insurance; and
- Any other information you provide to us.

We may combine such information with information we already have about you.

Information we collect automatically. We may collect certain information automatically when you use our Services, such as your Internet protocol (IP) address, device and advertising identifiers, browser type, operating system, Internet service provider, pages that you visit before and after using the Services, the date and time of your visit, information about the links you click and pages you view within the Services, and other standard server log information. We may also collect certain location information when you use our Services, such as your computer’s IP address, your mobile device’s GPS signal, or information about nearby WiFi access points and cell towers.

We may use cookies, pixel tags, Local Shared Objects, and similar technologies to automatically collect this information. Cookies are small bits of information that are stored by your computer’s web browser. Pixel tags are very small images or small pieces of data embedded in images, also known as “web beacons” or “clear GIFs,” that can recognize cookies, the time and date a page is

viewed, a description of the page where the pixel tag is placed, and similar information from your computer or device. Local Shared Objects (sometimes referred to as “Flash Cookies”) are similar to standard cookies except that they can be larger and are downloaded to a computer or mobile device by the Adobe Flash media player. By using the Services, you consent to our use of cookies and similar technologies.

We may also collect technical data to address and fix technical problems and improve our Services, including the memory state of your device when a system or app crash occurs while using our Services. Your device or browser settings may permit you to control the collection of this technical data. This data may include parts of a document you were using when a problem occurred, or the contents of your communications. By using the Services, you are consenting to the collection of this technical data.

Information we obtain from your health care providers and other sources. In connection with your treatment, we may collect medical records from your past, current, and future health care providers. This may include information about your diagnosis, previous treatments, general health, laboratory and pathology test results and reports, social histories, any family history of illness, and records about phone calls and emails related to your illness.

We may also receive information about you from other sources, including through third-party services and organizations. For example, if you access third-party services, such as Facebook, Google, or Twitter, through the Services to login to the Services or to share information about your experience on the Services with others, we may collect information from these third-party services.

II. USE OF INFORMATION

We generally use the information we collect online to:

- Provide and improve the Services;
- Contact you;
- Fulfill your requests for products, services, and information;
- Send you information about additional clinical services or general wellness from us or on behalf of our affiliates and trusted third-party partners;
- Analyze the use of the Services and user data to understand and improve the Services;
- Customize the content you see when you use the Services;
- Conduct research using your information, which may be subject to your separate written authorization;
- Prevent potentially prohibited or illegal activities and otherwise in accordance with our Terms and Conditions; and
- For any other purposes disclosed to you at the time we collect your information or pursuant to your consent.

III. SHARING OF INFORMATION

We are committed to maintaining your trust, and we want you to understand when and with whom we may share the information we collect.

- Healthcare providers, insurance companies, and other healthcare-related entities. We may share your information with other health care providers, laboratories, government agencies, insurance companies, organ procurement organizations, medical examiners or funeral directors, and other entities relevant to providing you with treatment options and support.
- Authorized third-party vendors and service providers. We may share your information with third-party vendors and service-providers that help us with specialized services, including billing, payment processing, customer service, email deployment, business analytics, marketing (including but not limited to advertising, attribution, mobile marketing, optimization and retargeting), performance monitoring, hosting, and data processing. These third-party vendors and service providers may not use your information for purposes other than those related to the services they are providing to us.
- Research partners. We may share your information with our research partners to conduct health-related research; such sharing may be subject to your separate written authorization.
- Corporate affiliates. We may share your information with our corporate affiliates that are subject to this policy.
- Business transfers. We may share your information in connection with a substantial corporate transaction, such as the sale of a website, a merger, consolidation, asset sale, or in the unlikely event of bankruptcy.
- Legal purposes. We may disclose information to respond to subpoenas, court orders, legal process, law enforcement requests, legal claims or government inquiries, and to protect and defend the rights, interests, health, safety, and security of Curious Mind, our affiliates, users, or the public. If we are legally compelled to disclose information about you to a third party, we will attempt to notify you by sending an email to the email address in our records unless doing so would violate the law or unless you have not provided your email address to us.
- With your consent or at your direction. We may share information for any other purposes disclosed to you at the time we collect the information or pursuant to your consent or direction.

If you access third-party services, such as Facebook, Google, or Twitter, through the Services to login to the Services or to share information about your experience on the Services with others, these third-party services may be able to collect information about you, including information about your activity on the Site, and they may notify your connections on the third-party services about your use of the Site, in accordance with their own privacy policies.

If you choose to engage in public activities on the Site or third party sites that we link to, you should be aware that any information you share there can be read, collected, or used by other users of these areas. You should use caution in disclosing personal information while participating in these areas. We are not responsible for the information you choose to submit in these public areas

IV. SECURITY

We use reasonable measures to help protect information from loss, theft, misuse and unauthorized access, disclosure, alteration and destruction. You should understand that no data storage system or transmission of data over the Internet or any other public network can be guaranteed to be 100 percent secure. Please note that information collected by third parties may not have the same security protections as information you submit to us, and we are not responsible for protecting the security of such information.

V. YOUR CHOICES

You may opt out of receiving general health and wellness or treatment options that may be relevant to you by emailing us at privacy@curiousmindrd.com. You may also request that we delete your personal information by sending us an email at privacy@curiousmindrd.com.

You may be able to refuse or disable cookies by adjusting your web browser settings. Because each web browser is different, please consult the instructions provided by your web browser (typically in the “help” section). Please note that you may need to take additional steps to refuse or disable Local Shared Objects and similar technologies. For example, Local Shared Objects can be controlled through the instructions on Adobe’s [Setting Manager page](#). If you choose to refuse, disable, or delete these technologies, some of the functionality of the Services may no longer be available to you.

California residents are entitled once a year, free of charge, to request and obtain certain information regarding our disclosure, if any, of certain categories of personal information to third parties for their direct marketing purposes in the preceding calendar year. We do not share personal information with third parties for their own direct marketing purposes.

VI. THIRD-PARTY ADVERTISING, LINKS, AND CONTENT

Some of the Services may contain links to content maintained by third parties that we do not control. We allow third parties, including business partners, advertising networks, and other advertising service providers, to collect information about your online activities through cookies, pixels, local storage, and other technologies. These third parties may use this information to display advertisements on our Services and elsewhere online tailored to your interests, preferences, and characteristics. We are not responsible for the privacy practices of these third parties, and the information practices of these third parties are not covered by this Privacy Policy.

Some third parties collect information about users of our Services to provide interest-based advertising on our Services and elsewhere, including across browsers and devices. These third parties may use the information they collect on our Services to make predictions about your interests in order to provide you ads (from us and other companies) across the internet. Some of these third parties may participate in an industry organization that gives users the opportunity to opt out of receiving ads that are tailored based on your online activities. Due to differences between using apps and websites on mobile devices, you may need to take additional steps to disable targeted ad technologies in mobile apps. Many mobile devices allow you to opt out of targeted advertising for mobile apps using the settings within the mobile app or your mobile device. For more information, please check your mobile settings. You also may uninstall our apps using the standard uninstall process available on your mobile device or app marketplace.

To opt out of interest-based advertising across browsers and devices from companies that participate in the [Digital Advertising Alliance](#) or [Network Advertising Initiative](#) opt-out programs, please visit their respective websites. You may also be able to opt out of interest-based advertising through the settings within the mobile app or your mobile device, but your opt-out choice may apply only to the browser or device you are using when you opt out, so you should opt out on each of your browsers and devices if you want to disable all cross-device

linking for interest-based advertising. If you opt out, you will still receive ads but they may not be as relevant to you and your interests, and your experience on our Services may be degraded.

Do-Not-Track Signals and Similar Mechanisms. Some web browsers transmit “do-not-track” signals to websites. Because of differences in how web browsers incorporate and activate this feature, it is not always clear whether users intend for these signals to be transmitted, or whether they even are aware of them. We currently do not take action in response to these signals.

VII. INTERNATIONAL USERS

We maintain information in the United States of America and in accordance with the laws of the United States, which may not provide the same level of protection as the laws in your jurisdiction. By using the website and providing us with information, you understand and agree that your information may be transferred to and stored on servers located outside your resident jurisdiction and, to the extent you are a resident of a country other than the United States, that you consent to the transfer of such data to the United States for processing by us in accordance with this Privacy Policy.

VIII. CHILDREN

We do not knowingly allow individuals under the age of 18 to create accounts that allow access to our Services.

IX. CHANGES TO THE PRIVACY POLICY

We may update this Privacy Policy from time to time. When we update the Privacy Policy, we will revise the “Effective Date” date above and post the new Privacy Policy. We recommend that you review the Privacy Policy each time you visit the Services to stay informed of our privacy practices.

X. QUESTIONS?

If you have any questions about this Privacy Policy or our practices, please email us at privacy@curiousmindrd.com.