

TERMS AND CONDITIONS

Effective Date: August 1, 2025

Last Updated: August 1, 2025

These Terms and Conditions ("Terms") govern your use of the Wholistic Health App® ("App", "we", "our", or "us").

By using the App, you agree to these Terms. If you do not agree, do not use the App.

1. USE OF THE APP

The App provides health-related information, including:

- Health assessments
- Assessment based health insights
- Tools to create a personalized health plan
- Tools to track progress with the health plan
- Tools to collaborate on health plans with professionals
- Tools to complete health programs

You agree to use the App only for lawful, ethical, personal, and professional purposes. You may not use the App for commercial purposes, medical practice, or emergency services.

2. ELIGIBILITY

You must be at least 18 years old to use the App or under the guidance of a qualified clinical professional. By using it, you represent that you meet this requirement.



3. NOT MEDICAL ADVICE

The App does <u>not</u> provide medical advice, diagnosis, or treatment. All content is for informational purposes only and is not a substitute for professional healthcare advice. Always consult a qualified clinical professional before making any health-related decisions.

4. USER RESPONSIBILITIES

You agree:

- To provide accurate and complete information
- To use any health plans or suggestions responsibly
- Not to rely solely on the App for managing health conditions

You understand that the effectiveness of any health plan depends on various personal factors and that results may vary.

5. PRIVACY AND DATA

We care about your privacy. Please review our <u>Privacy Policy</u> to understand how your personal and health information is collected, stored, and used.

6. INTELLECTUAL PROPERTY

All content, software, and features in the App are owned by or licensed to Outcomes Excellence, Inc. You may not copy, modify, or distribute any part of the App without our written consent.

7. ACCOUNT SECURITY

You are responsible for maintaining the confidentiality of your login credentials. Notify us immediately if you suspect any unauthorized use of your account.



8. MODIFICATIONS AND TERMINATION

We may update the App or these Terms at any time. Continued use of the App means you accept the new Terms. We also reserve the right to suspend or terminate your access at our discretion.

9. HEALTH DISCLAIMER

The information provided by the App is intended for general informational and educational purposes only. It is not intended as, nor should it be considered a substitute for, medical advice, diagnosis, or treatment by a qualified clinical professional.

Expected healthy ranges are a guide based on research and data and can vary based on your age, health, and other factors. A value that isn't in the expected range could still be normal for you. It is recommended that everyone develop a strong relationship with a trusted and qualified clinical professional for better understanding and clarity of results.

Do not ignore or delay seeking medical advice because of information you read in the App.

If you think you may have a medical emergency, call your clinical team or emergency services immediately.

10. NO DOCTOR-PATIENT RELATIONSHIP

Use of the App does not create a doctor-patient or provider-patient relationship between you and Outcomes Excellence, Inc. or any of its affiliates.

11. ACCURACY OF INFORMATION

We strive to provide accurate and up-to-date information, but considering the ever-changing landscape of technology, health, the human body, human mind, etc. we do not guarantee the accuracy, completeness, or applicability of content provided.



12. USER ASSUMES RISK

By using the App, you assume full responsibility for how you choose to use the information and tools provided. You agree that any health plans or lifestyle changes you undertake are your own choice and at your own risk.

13. LIMITATION OF LIABILITY

To the fullest extent permitted by law, Outcomes Excellence, Inc. and its affiliates will not be liable for any damages, including indirect or consequential losses, resulting from:

- Use or inability to use the App
- Any actions taken based on information from the App
- Unauthorized access to your data

14. GOVERNING LAW

These Terms are governed by the laws of Maryland, United States, without regard to conflict of law principles.

15. CONTACT US

If you have any questions about these Terms, please contact us at: Email: info@OutcomesExcellence.org