

Welcome! Please read these General Terms of Use (the "Terms") carefully because they serve as an agreement between You ("You" or "User") and LINC Holdings, LLC, doing business as Remodel Health and its affiliates and subsidiaries ("Remodel Health", "We", or "Us") regarding the use of the Remodel Health website or mobile application ("Platform"), an application provided by Remodel Health. These Terms apply to the Platform and all products and services offered by Us related to the Platform, which are together called the "Platform". You must agree to these Terms and the Privacy Policy (<https://legal remodelhealth.com/#privacy-policy>) to use the Platform. If, after reading the Terms and the Privacy Policy, You do not agree, You cannot use the Platform.

General Scope of Platform

The Platform is designed to provide information to Users about individual or other health care plans, health care sharing organizations and term medical offerings ("Health Solutions") available to Users and general health-related information. The Platform has been developed using due care, in accordance with standard industry practices and seeks to be reliable. The Platform is intended to help You select a Health Solution and obtain general information as to health related matters, but it is not guaranteed to be error-free or uninterrupted. You should always feel free to investigate Health Solution options on Your own, outside of the Platform.

Not Medical Advice

The Platform is not intended to be a substitute for professional medical advice, diagnosis or treatment, and does not constitute medical or other professional advice. Remodel Health does not recommend or endorse any specific physicians, health care facilities, ancillary health care providers, products, procedures, opinions, or other information that may be mentioned or accessed on the Platform or any other electronic means. Reliance on any information provided by Remodel Health is solely at Your own risk. The information provided through this Platform is designed to support, not replace, the relationship that exists between You and Your physician. Never disregard or delay seeking professional medical advice because of something You read or see on the Platform. If You have any questions about Your health conditions, consult Your doctor.

Agreement to Terms

By using the Platform, You agree to be bound by these Terms. If You don't agree to be bound by these Terms, do not use the Platform. By using the Platform, You agree not to solely rely on the information or suggestions from the Platform in any way for Your medical treatment and agree to waive any and all potential liability against Remodel Health associated with Your use of the Platform.

By using the Platform, You agree that Remodel Health may use Your personal data as described in the Privacy Policy, available at <https://legal remodelhealth.com/#privacy-policy>, including using Your email and phone number to communicate with You regarding the Platform and other products and services provided by Remodel Health. You understand that email communication can be intercepted by, or transmitted to, unintended third-parties. You expressly agree to hold Remodel Health harmless for any damages associated with any breach of Your email or erroneous transmission.

Your Promises

You promise that:

- You are at least 18 years old.
- You live in the United States.
- You are able to agree to contracts and be legally bound by them.
- You will be responsible for Your use of the Platform.

- You will keep Your account information, including Your user name and password or other credentials, secret, and not tell anyone what they are or let anyone else use them.
- You will tell Remodel Health promptly if You believe Your user name or password or other credentials are no longer secret, and You will change Your password immediately to protect the privacy of Your information and the security of the Platform.
- You understand and agree that Remodel Health is not responsible to You and will not be liable to You, for Your use or misuse of the Platform, and You (or Your parents or guardians, as the case may be) will protect Remodel Health, and will defend, indemnify and hold harmless Remodel Health and its employees and agents, against any claims by anyone related to Your use, misuse, or failure to use the Platform.
- You understand and agree that any links on the Platform to other websites or to products, services, or merchandise not controlled by Remodel Health are offered by third parties, and that Remodel Health does not control, endorse, or guarantee such information, products, services or merchandise. You are responsible for reviewing the terms and privacy policy for any websites and other applications and deciding whether to agree to them, and We encourage You to do so.
- You will NOT use the Platform, or any component of the Platform:
 - In an illegal, inflammatory, defamatory, obscene, or hateful manner;
 - To promote violence, discrimination on the basis of race, religion, gender, nationality, disability, age, or similar characteristics; or to infringe or breach the rights of any third party;
 - To threaten, abuse, harass, embarrass, alarm, defraud, or annoy another person;
 - To transmit any computer virus, worm, Trojan, time-bomb, logger, spyware, ransomware, or other harmful program or code that is intended, designed, or anticipated to cause harm or disruption to computers or networks, or any unsolicited promotional or advertising materials or "spam"; or
 - In a manner that is contrary to the nature and purpose of the Platform to support health and healthy behaviors.

Changes to Terms

Remodel Health reserves the right to modify these Terms at any time. All changes will be effective immediately upon posting to the Platform. By accessing the Platform following the posting of changes, You agree to all such changes. Each update to the Terms will include the date of revision.

Enforcement of Terms

If any of the provisions of these Terms are held to be unenforceable, the remaining provisions will be unimpaired, and the unenforceable provision will be automatically replaced by an enforceable provision that comes as close as possible to the intention underlying the unenforceable provision and is compliant with Remodel Health's legal obligations. These Terms are subject to and do not alter any other agreements You have entered into with Remodel Health.

Remodel Health has the right to determine whether there has been a violation of these Terms. If We determine the Terms have been violated, We have the right to determine the action that will be taken. The action to be taken may include (but not be limited to):

- Immediate termination of Your right to use the Platform. The termination may be temporary or permanent.
- Immediate removal of any content posted by You to the Platform.
- Issuance of a warning or other communication to You.
- Legal proceedings against You, including seeking of damages (including indemnity) recovering all costs and losses suffered as a result of Your violation of the Terms.

- Other forms of legal proceedings against You.
- Referral to law enforcement agencies for further action.

Remodel Health will not be liable for any damages which You may suffer as a result of the foregoing actions.

Applicable Law; Dispute Resolution; Waiver of Jury Trial.

The Platform, excluding unaffiliated linked sites, is controlled by Remodel Health, which is located in the United States. By accessing the Platform, You agree that all matters relating to Your use of this Platform shall be governed by the statutes and laws of the State of Indiana, and the federal laws of the United States of America without regard to the conflicts of laws principles thereof. The application of the United Nations Convention of Contracts for the International Sale of Goods, and the model Uniform Computer Information Transactions Act approved by the National Conference of Commissioners on Uniform State Laws (as enacted and/or modified into any state law in the U.S.A.), are expressly excluded and shall not apply. If You are located outside the United States of America, You acknowledge and agree that Your data will be stored and processed in the United States, which may have privacy laws that are less protective than the laws of the country in which You are located. By using the Platform, You consent to the processing of Your data in the United States for the purposes described in these Terms, the Privacy Policy, and any documentation regarding the Platform, and as permitted by law.

All disputes arising from or related in any manner to Your access or use of the Platform or the business relationship between You and Us which cannot be resolved by mutual agreement shall be submitted to binding arbitration in accordance with the JAMS Comprehensive Arbitration Rules and Procedures and shall take place in Marion County, Indiana, or another location agreed to by the parties. Judgment on any award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. Claims will be arbitrated only on an individual basis. You and Us agree to and hereby waive any right to join or consolidate claims in an arbitration or court action by or against one another, other individuals, or entities to pursue, on a class basis, any dispute; provided however, that if an arbitrator or court of competent jurisdiction determines that such waiver is unenforceable for any reason with respect to a particular dispute, then the parties agree that such dispute shall be decided instead in a court of competent jurisdiction in Marion County, Indiana. You and Us **agree that arbitration is the only litigation forum for resolving covered claims, and that both parties are waiving the right to a trial before a judge or jury in federal or state court in favor of arbitration.** The parties agree that this provision is subject to, and shall be interpreted in accordance with, the Federal Arbitration Act, 9 U.S.C. §§ 1-14.

These Terms were last updated on September 1, 2022.

Contact Us

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

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