CAMCARE MEMBERSHIP PROGRAM AGREEMENT
CAMCARE HIPAA AGREEMENT

SINGLE SERVICE PLAN

CamCare is America's largest and most trusted health and wellness care services membership organization offering affordable access to Complementary Alternative Health Care services typically either not covered by insurance plans and policies or have limited coverage. CamCare offers a means to help pay for visits/sessions outlined within our portfolio, purchase health and wellness products through our online market place, and provide a national practitioner listing through our online and phone App platform.

THROUGH YOUR ONLINE MEMBERSHIP, YOU ARE ACCEPTING THE TIES OF THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY ALL OF THE TERMS, CONDITIONS AND NOTICES CONTAINED IN THIS AGREEMENT JUST AS IF YOU HAD SIGNED THIS AGREEMENT.

CamCare Memberships

CamCare members will have the ability to choose a membership program that fits their needs. Each program has different pricing options to choose from. Members joining and renewing on the date of purchase or expiration will be able to select their plan and agree to an automatic monthly or annual payment term

1. **MEMBERSHIP BENEFITS**

The benefits of CamCare programs are available only while your membership is current and active. Benefits are term year specific, so they can only be used during the current active plan agreement period.

Members have the ability to change their plan from one plan to another, but the plans cannot be unbundled. Each plan has been designed carefully to include those elements associated with the main intent of a particular plan.

2. **REGISTRATION INFORMATION**

As a condition of your membership, you agree to: (a) provide CamCare with true, accurate, current and complete information as directed through CamCare membership registration processes.

3. **MINIMUM AGE**

You must be 18 years of age or older to use or register/enroll for Membership without Parental/Legal Guardian Consent.

4. **PRIVACY POLICY**

CamCare has established a privacy policy to explain to You, and other users, how Your personal information is collected and used. This privacy policy is located at www.camcare.org.

5. **SERVICE FEES AND BILLING METHODS; AUTOMATIC RENEWAL**

CamCare will charge You a membership fee in order to provide the service. Your membership fee is the amount that will be charged to Your credit card each month or annually. You may check Your account online, through our CamCare website, Phone App, or by just calling our customer care center if You have any questions. You acknowledge that CamCare reserves the right, at any time, to modify its Membership Fees and billing methods. Membership Fees for access to the Service may be made either on a monthly or annual basis. CamCare accepts payment by credit or debit card. All membership subscriptions will be automatically renewed upon the terms set forth below, unless such membership subscription is cancelled or terminated as provided below or unless You opt out of the automatic renewal feature as provided below.

Monthly Payment Memberships:

If You currently have or select a monthly payment each month CamCare will automatically bill Your membership on a month-to-month basis at the Membership Fee (as such Membership Fee may be modified as provided above) using the credit card or debit card information on file with CamCare. Each monthly payment will take place on or about the day of Your registration date. If the renewal of Your annual membership fails for any reason, we will attempt to process Your renewal for a period up to 15 days in accordance with our standard renewal practices then in effect (which may be modified from time to time by CamCare). Except as otherwise required by applicable law, You agree that CamCare may not provide You with any notices prior to each monthly payment.

Annual Payment Memberships

If You select an annual payment method, CamCare will automatically renew Your annual membership for one year at the Membership Fee for annual memberships (as such membership fee may be modified as provided above) using the credit card or debit card on file with CamCare. Such annual renewal payment will take place on or about Your expiration date. If the renewal of Your annual membership fails for any reason, we will attempt to process Your renewal for a period up to 15 days in accordance with our standard renewal practices then in effect (which may be modified from time to time by CamCare). Except as otherwise required by applicable law, You agree that CamCare may not provide You with any notices prior to each annual renewal payment.

Membership Renewals:

All existing memberships will be renewed at the Membership Fee (as such Membership Fee may be modified as provided above) unless You otherwise elect to cancel access to Your particular membership. Your annual CamCare membership will be automatically renewed (as such membership fee may be modified as provided above) using the credit card or debit card on file with CamCare.

Changing Plans:

If You change Your Plan during the term (e.g., one plan to another), You will be purchasing an additional membership. At the time of the change, Your first membership shall be changed to the new Membership Program, and You agree to pay for the new Program/Plan at that time. Your second membership shall begin at the expiration of the first membership. For the sake of clarity, the fee will be the amount of the new Plan at the time You requested the change.

Canceling Your Membership:

Extenuating Circumstance

We at CamCare understand that sometimes the unexpected happens. We also know that when the unexpected happens, changes must be made in your life. Because of that, CamCare is willing to offer a cancellation policy that is sensitive to unfortunate circumstances. If a death, bankruptcy, transition to an assisted living home, or other extenuating circumstance is the reason for your decision to cancel CamCare, please call 1-800-917-7329 for assistance. When you call, please be aware that circumstances that would consider you for special cancellation require specific documentation. Calling in does not always result in being released from your CamCare agreement. Special cancellations are handled on a case-by-case basis.

CamCare
Choices for Better Health

You may cancel Your subscription by contacting CamCare by mail, fax, e-mail or phone.

RuCor Strategies, LLC / CamCare
P.O. Box 51905
Boston, MA 02205
Email: customercare@camcare.org
Toll Free Phone: 800-917-7329
Fax: 617-356-8262

CamCare Allowable Fee Schedule for Single Therapy Plans
Member Reimbursement Rates

Service	Fee-for-Service CAP	MBRP 50%	MBRP 80%	Annual Spending CAP
Acupuncture Services	$80	$40	$64	$1500
Ayurveda Services	$65	$32.50	$52	$1000
Bioacoustics Therapy Services	$150	$75	$120	$1800
Biofeedback Therapy Services	$150	$75	$120	$1800
BodyWorks Services	$35	$17.50	$28	$800
Bodyworks	**$100	**$100	**$100	**$100
Chiropractic Medicine Services	$80	$40	$64	$1500
Doctor of Oriental Medicine Services	$150	$75	$120	$1800
Energy Medicine Services	$125	$62.50	$100	$1500
Fitness Trainer Services	$80	$40	$64	$1500
Functional Medicine Services	$250	$125	$200	$2000
Health Coaching Services	$80	$40	$64	$1500
Herbal and Homeopathic Supplements	$80	$40	$64	$1500
Herbal Consultative Services	$50	$25		$800
Holistic Medicine Consultative Services MD, DO, L-MD, F-MD, ,	$250	$125	$200	$2000
Holistic Medicine Consultative Services ND, DOM	$150	$75	$120	$1800
Holistic Medicine Consultative Services HHC, PA, NP, APRN	$140	$70	$112	$1800
Homeopathic Medicine Services	$140	$70	$112	$1800
Hydrotherapy Services	$150	$75	$120	$1800
Hyperbaric Oxygen Therapy Services	$150	$75	$120	$1800
Hypnotherapy Services	$100	$50	$80	$1200
Infusion Therapy Services	$150	$75	$120	$1800
Laboratory Services	$140	$70	$112	$1800
Life Coaching Services	$135	$67.50	$108	$1800
Lifestyle Medicine Services	$250	$125	$200	$2000
Massage Therapy Services	$80	$40	$64	$1500
Mental Health Services	$140	$70	$112	$1800
Meditation Services	$35	$17.50	$28	$800
Mindful Based Stress Reduction or Mindfulness Based Cognitive Therapy	*$250 / $450	*$250 / $450	*$250 / $450	*$250 / $450

Naturopathic Medicine Services	$150	$75	$120	$1800
Nutritionist Services	$135	$67.50	$108	$1800
Photodynamic Therapy Services	$150	$75	$120	$1800
Physical Therapy Services	$120	$60	$96	$1800
Prolotherapy Services	$150	$75	$120	$1800
Reflexology Services	$80	$40	$64	$1500
Reiki Services	$65	$32.50	$52	$1000
Tapping Services	$125	$62.50	$100	$1500

**MBSR / MBCT: program completion, payments vary depending on Combined Approach Wellness Plans / Health Focus Plans*
***Yoga: program completion of any yoga, tai chi, qi gong, movement, boot camp program*

6. **ACCOUNT SECURITY**

CamCare will assign You a user ID and a password when You register. Your user ID and password may only be used by You. You are solely responsible for maintaining and protecting the confidentiality of Your user ID and password, and are fully responsible for all activities that occur under Your user ID and password.

7. **LIMITED LICENSE TO WEBSITE AND MAGAZINE**

By agreeing to the terms and conditions of this Agreement, CamCare grants You a limited license to access and use the website and Phone App for Your personal decisions. You acknowledge and agree that You will not access, reproduce, duplicate, copy, sell, re-sell, visit or otherwise exploit for any commercial, educational, or any other non-personal purpose the reviews and ratings and any content, without the express written consent of CamCare.

8. **COMPLAINT RESOLUTION PROCESS**

If You have a dispute with an active chosen plan or with our customer service, please contact the Customer Care Department of CamCare for a resolution (the "Complaint Resolution Process" or the "CRP").

You may request to participate in the CRP through our email or by contacting a member care representative. You then will be requested to complete and return to CamCare certain documentation relating to Your complaint. Shortly thereafter, a member of our Complaint Resolution Team will contact You to obtain additional information and understand Your desired resolution. The Complaint Resolution Team will research and review Your complaint and work hard to obtain a desired resolution.

For complaints involving health and wellness participants, we will ask You to sign a HIPAA (Health Insurance Portability and Accountability Act) waiver to allow the Service Provider to discuss the issue with us.

The CRP is not a legal forum and CamCare does not, at any time, become a party to Your dispute with the Service Provider. CamCare is neither a mediator nor an arbitrator and does not provide legal advice or assistance. If You believe legal services are necessary or would be helpful to resolve Your dispute with a Health and Wellness Participant (Provider), CamCare encourages You to consult with an attorney. CamCare does not guarantee that Your participation in the CRP will result in a satisfactory outcome or Your desired resolution. You agree that, by offering the CRP, CamCare does not waive any of its disclaimers or limitations of liability, including without limitation those set forth under Sections 10 and 11 (Service Providers), 20 (Warranty Disclaimer), and 21 (Limitation of Liability).

9. **PUBLICATION AND DISTRIBUTION OF CONTENT**

You understand that all Content and Service Provider Content posted on, transmitted through or linked through the Service, are the sole responsibility of the person from whom such Content originated. You agree that You must evaluate and make Your own judgment, and bear all risks associated with, the use of any Content and Service Provider Content.

You agree that it is solely YOUR RESPONSIBILITY to evaluate Your risks to bear associated with the use, accuracy, usefulness, completeness or appropriateness of any Content that You submit, receive, access, transmit or otherwise convey through the Service. Under no circumstances will CamCare be liable in any way for any Content or Service Provider Content, including, but not limited to, any Content or Service Provider Content that contains any errors, omissions, defamatory statements, or confidential or private information (including, but not limited to, health information) or for any loss or damage of any kind incurred as a result of the use of any Content or Service Provider Content submitted, accessed, transmitted or otherwise conveyed via the Service. You waive the right to bring or assert any claim against CamCare relating to Content or Service Provider Content, and release CamCare from any and all liability for or relating to any Content or Service Provider Content.

10. **SERVICE PROVIDERS**

CamCare does not endorse and is not responsible or liable for any Content, Service Provider Content, data, advertising, products, goods or services available or unavailable from, or through, any Service Providers (which includes, but is not limited to, health care and wellness providers). You agree that should You use or rely on such

Content, Service Provider Content, data, advertisement, products, goods or services, available or unavailable from, or through any Service Provider (which includes, but is not limited to, health care and wellness providers), CamCare is not responsible or liable, indirectly or directly, for any damage or loss caused or alleged to be caused by or in connection with such use or reliance. Your dealings with, or participation in promotions of any Service Provider (which includes, but is not limited to, health care and wellness providers), and any other terms, conditions, representations or warranties associated with such dealings, are between You and such Service Provider (which includes, but is not limited to, health care and wellness providers) exclusively and do not involve CamCare. You should make whatever investigation or other resources that You deem necessary or appropriate before hiring or engaging Service Providers (which includes, but is not limited to, health care and wellness providers).

You agree that CamCare is not responsible for the accessibility or unavailability of any Service Provider (which includes, but is not limited to, health care and wellness providers) or for Your interactions and dealings with them, waive the right to bring or assert any claim against CamCare relating to any interactions or dealings with any Service Provider (which includes, but is not limited to, health care and wellness providers), and release CamCare from any and all liability for or relating to any interactions or dealings with Service Providers (which includes, but is not limited to, health care and wellness providers).

CamCare may, in its sole discretion, have criminal and/or financial background checks conducted on certain Service Providers. By having such background checks conducted, CAMCARE DOES NOT WAIVE ANY OF ITS DISCLAIMER OR LIMITATIONS OF LIABILITY, INCLUDING WITHOUT LIMITATION, THOSE SET FORTH UNDER THIS SECTION, SECTION 20 (WARRANTY DISCLAIMER), OR SECTION 21 (LIMITATION OF LIABILITY).

11. **HEALTH RELATED PROVIDERS**

The contents of the CamCare Website, such as text, graphics, images, information obtained from CamCare, and other material contained on the CamCare Website ("Website Content") are for informational purposes only. The Website Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of Your physician or other qualified health provider with any questions You may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something You have read on the CamCare Website.

If You think You may have a medical emergency, call Your doctor or 911 immediately. CamCare does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Website.

CamCare is not a health or wellness provider and cannot recommend or refer You to any health or wellness provider. Reliance on any information provided by CamCare, CamCare employees, others appearing on the Website at the invitation of CamCare, or other visitors to the Website is solely at Your own risk.

You should be aware that if You post any health-related information about Yourself or anyone else on this Website, You do so at Your own risk. If You post Website Content about services rendered to another individual, You represent that You have the legal authority to receive health information about that individual and related to the Website Content from that individual's health care providers and that You have the legal authority to further disclose such health information. If You post health-related information, You will be placing it into the public domain and it will not be protected by any federal or state laws that protect the privacy of health information. You also acknowledge that the health care or wellness provider about whom You submit Content may submit Service Provider Content that contain Your private or confidential health information in response to Content You submit. CamCare is not liable for any such Service Provider Content. Please see Section 10 (Publication and Distribution of Content) above for more information about CamCare's responsibilities related to Service Provider Content. Except as otherwise provided in this Agreement, neither CamCare, nor any of its users, has any legal obligation to keep Your health information confidential if You post it to this Website in any manner and it may be used for purposes that are unintended by You or CamCare.

12. **YOUR CONDUCT**

In connection with Your use of the Service, You represent and warrant that You:

(a) are above the age of eighteen (18);

(b) will abide by the letter and spirit of the terms and conditions of this Agreement and all applicable local, state, national or international laws;

(c) will not submit any conversations that may be considered by CamCare to be unlawful, harassing, libelous, abusive, threatening, obscene, profane, hateful, offensive, harmful, vulgar, distasteful, defamatory, invasive of another person's privacy or proprietary rights, or racially, ethnically or otherwise objectionable;

(d) will not impersonate, or attempt to impersonate, any other person, falsify contact information, misrepresent a relationship with any person or entity, including misrepresenting a relationship with CamCare, or otherwise attempt to mislead others as to the identity of the sender;

(e) will not submit communication that are encrypted or that contain viruses, Trojan horses, worms, time bombs, spiders, cancelbots or other computer programming routines that are intended to damage, interfere with, disrupt, impair, disable or otherwise overburden our Website;

(h) will not access, download or copy any information contained on our Website through artificial means (including but not limited to spiders, hacking devices, computer programs, bots or other such means);

(i) will not post non-local or otherwise irrelevant Content, repeatedly post the same or similar Content or otherwise impose an unreasonable or disproportionately large load on our infrastructure;

(j) will not attempt to gain unauthorized access to the Service, other user accounts, or other computer systems or networks connected to the Service;

(k) will not use the Service in any manner that infringes, misappropriates or violates any third party's rights, including, but not limited to, transmitting any material that may infringe, misappropriate or violate a third party's rights of publicity, contractual rights, fiduciary rights or intellectual property rights;

(l) will not use the Service in any way that could interfere with the rights of CamCare or the rights of other users of the Service;

(m) have sufficient rights in and to all Content that You provide, transmit or otherwise convey to CamCare in connection with the Service;

(n) agree not to re-sell or assign Your rights or obligations under this Agreement;

(o) will not reproduce, duplicate, copy, sell, re-sell or exploit any Content;

(p) will not access any Content for any commercial, educational or other purposes not related to Your personal purchasing decisions, the express written consent of CamCare, which consent may be withheld by CamCare in our discretion;

(q) grant us an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, reproduce, adapt, modify and distribute the Content and to prepare derivative works of, or to incorporate such Content into other works, and to grant and to authorize sublicenses of the foregoing;

(r) agree not to create an account or use CamCare services if Your account previously has been terminated by CamCare or if You previously have been banned from using the services; and

(s) agree not to: (i) register for more than one account or register for an account on behalf of an individual other than yourself; (ii) impersonate any person or entity, including, but not limited to, CamCare personnel, or falsely state or otherwise misrepresent Your affiliation with a person or entity; or (iii) advocate, encourage or assist any third party in doing any of the foregoing activities in this subsection.

CamCare retains the right, in its sole discretion, to determine whether or not Your use of the Service is consistent with the terms and conditions of this Agreement. CamCare may suspend, restrict or terminate Your use of the Service and to refuse any future use of all or portions of the Service if Your use breaches or fails to comply with any of the terms and conditions of this Agreement. Additionally, CamCare may seek any and all other remedies available to it, including: (a) seeking injunctive relief with any court of competent jurisdiction to enjoin any breach or failure to comply with any of the terms and conditions of this Agreement; and/or (b) if damages are ascertainable, seeking damages relating to any breach or failure to comply with any of the terms and conditions of this Agreement.

13. **DISCLOSURE OF INFORMATION**

As CamCare continues to develop its business, it might sell or buy other companies or assets or be acquired or have substantially all of its assets acquired by a third party. In such transactions, customer information generally is one of the transferred business assets. You hereby consent to the transfer of Your information as one of the transferred assets and to be used for any purpose allowed under this Agreement.

14. **TERM AND TERMINATION**

The initial term of this Agreement will be defined in Your membership Plan, and will continue for automatic subscription renewals thereafter until termination by either party in accordance with the terms of this Agreement.

CamCare may, for any reason in its sole discretion, immediately terminate this Agreement, Your account and Your access to the Service. If CamCare merely terminates Your account for its convenience and You are not in breach of this Agreement, CamCare will refund Your membership fees on a pro rata basis from the date of such termination to the end of the then current term.

Termination of Your account will include removal of Your access to all offerings of the Service, deletion of Your password, deletion of all related information and files, may include the deletion of the Content associated with Your account (or any part thereof), and barring Your further use of the Service.

15. **MODIFICATION OF TERMS AND CONDITIONS**

CamCare will have the right to modify and restate the terms and conditions of this Agreement, and such modification(s) will be effective immediately upon being posted on our Website www.camcare.org. You will receive notice if modifications to the Agreement are made. CamCare will make note of the date of the last update to the Agreement on the first page of this Agreement. You are responsible for reviewing these terms and conditions regularly. Your continued use of the Service after such modifications will be deemed to be Your conclusive acceptance of all modifications to this Agreement. If You are dissatisfied as a result of such modification(s), Your only recourse is to immediately discontinue use of the Service.

16. **MODIFICATION, LIMITATION AND DISCONTINUANCE OF SERVICE**

CamCare reserves the right at any time to limit access to, modify, change or discontinue the Service with or without notice to You and we shall not be liable to You for any such modification, suspension or discontinuance of the Service. You agree that CamCare will not be liable to You or to any third party for any such limitation, modification, change, suspension or discontinuance of the Service. You agree that CamCare may establish general practices, policies and limits, which may or may not be published, concerning the use of the Service, including without limitation, You agree that CamCare has no responsibility or liability for the deletion or failure to store any communications maintained or transmitted by or through the Service. You agree that CamCare has the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

17. **DELAYS**

The Service may be subject to limitations, delays and other problems inherent in the use of the Internet and electronic communications. CamCare is not responsible for any delays, failures or other damage resulting from such problems.

18. **USER FEEDBACK**

CamCare appreciates hearing from You, as well as our other users, and welcomes Your comments regarding our Service. We endeavor to promote and foster open honest communication, in a respectful, friendly, and professional manner.

19. **COPYRIGHT MATERIALS**

Aside from user-submitted Content and Service Provider Content, all other materials and other information on the Website and any other CamCare communication/marketing, including, but not limited to, all text, graphics, logos, icons,

images, audio clips, downloads, data compilations and software (collectively, the "Copyright Materials") are the exclusive property of CamCare and/or its licensors and are protected by all United States and international copyright laws.

20. **WARRANTY DISCLAIMER**

You understand and agree that THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THAT CAMCARE ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE TIMELINESS, DELETION OF CONTENT OR FAILURE BY THE SERVICE. CAMCARE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OR ANY WARRANTY THAT (A) THE SERVICE WILL MEET YOUR REQUIREMENTS, (B) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (D) ANY CONTENT OR INFORMATION YOU PROVIDE OR CAMCARE COLLECTS WILL NOT BE DISCLOSED OR (E) ANY ERRORS IN ANY SERVICE WILL BE CORRECTED. YOU AGREE THAT USE OF THE SERVICE AND THE WEBSITE IS AT YOUR OWN RISK. In some jurisdictions, disclaimers of implied warranties are not permitted. In such jurisdictions, some of the foregoing disclaimers may not apply to You as they relate to implied warranties.

21. **LIMITATION OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT CAMCARE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF CAMCARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) (COLLECTIVELY, "DAMAGES"), RESULTING FROM: (A) THE USE OR INABILITY TO USE THE SERVICE; (B) THE COST OF ANY GOODS AND/OR SERVICES PURCHASED OR OBTAINED AS A RESULT OF THE USE OF THE SERVICE; (C) DISCLOSURE OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR INFORMATION OR CONTENT; (D) CONTENT YOU SUBMIT, RECEIVE, ACCESS, TRANSMIT OR OTHERWISE CONVEY THROUGH THE SERVICE; (E) STATEMENTS OR CONDUCT OF ANY SERVICE PROVIDERS OR OTHER THIRD PARTY THROUGH THE SERVICE; (F) ANY OTHER MATTER RELATING TO THE SERVICE; (G) ANY BREACH OF THIS AGREEMENT BY CAMCARE OR THE FAILURE OF CAMCARE TO PROVIDE THE SERVICE UNDER THIS AGREEMENT OR (H) ANY OTHER DEALINGS OR INTERACTIONS YOU HAVE WITH ANY SERVICE PROVIDERS (OR ANY OF THEIR REPRESENTATIVES OR AGENTS). THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to You.

You understand and agree that Your unlimited access to the Content on the Website or in CamCare membership fee. THEREFORE, TO THE EXTENT CAMCARE IS FOUND LIABLE FOR ANYTHING RELATED TO THIS AGREEMENT OR THE USE OF THE SERVICE, CAMCARE's LIABILITY FOR DAMAGES WILL NOT EXCEED THE EQUIVALENT OF ONE (1) MONTH OF MEMBERSHIP FEES (IF MEMBERSHIP FEES ARE PAID ON ANOTHER THAN MONTHLY BASIS IT WILL BE THE PRORATED VALUE OF MEMBERSHIP FEES OVER A ONE (1) MONTH PERIOD).

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT CAMCARE CONTRACTS WITH A THIRD PARTY TO PROCESS YOUR PAYMENT OF MEMBERSHIP FEES TO CAMCARE THROUGH THE USE OF A CREDIT CARD (A "CREDIT CARD PROCESSOR"). YOU UNDERSTAND AND AGREE THAT NEITHER A CREDIT CARD PROCESSOR NOR ANY OTHER PARTY INVOLVED IN THE CREDIT CARD PROCESSING PROCESS FOR CAMCARE, INCLUDING, BUT NOT LIMITED TO, THE COMPANY ISSUING THE CREDIT CARD TO YOU AND THE MERCHANT BANK (COLLECTIVELY, THE "RELEASED PARTIES") SHALL BE LIABLE FOR ANY DAMAGES (AS DEFINED HEREIN AND SUBJECT TO THE LIMITATIONS SET FORTH IN THIS SECTION SUFFERED BY YOU AS A RESULT OF THE FAILURE OF CAMCARE TO PROVIDE SERVICES TO YOU UNDER THIS AGREEMENT OR ANY BREACH OF THIS AGREEMENT BY CAMCARE. YOU HEREBY RELEASE EACH OF THE RELEASED PARTIES FROM ANY AND ALL DAMAGES YOU MAY SUFFER AS A RESULT OF THE FAILURE OF CAMCARE TO PROVIDE SERVICES TO YOU UNDER THIS AGREEMENT OR ANY BREACH OF THIS AGREEMENT BY CAMCARE. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FOR ANY AND ALL DAMAGES IT MAY SUFFER AS A RESULT OF YOUR BREACH OF THIS SECTION. YOU HEREBY UNDERSTAND AND AGREE THAT CAMCARE SHALL BE SOLELY LIABLE FOR THE PAYMENT OF ANY DAMAGES TO YOU UNDER THIS AGREEMENT.

22. **INDEMNIFICATION**

You agree to indemnify, defend and hold harmless CamCare, its officers, managers, owners, employees, agents, designees, users, successors, assigns, service providers and suppliers from and against all losses, liabilities, expenses, damages, claims, demands and costs, including reasonable attorneys' fees and court costs due to or arising from: (a) any violation of this Agreement by You; (b) the inaccurate or untruthful Content or other information provided by You to CamCare or that You submit, transmit or otherwise make available through the Service; or (c) any intentional or willful violation of any rights of another or harm You may have caused to another. CamCare will have sole control of the defense of any such damage or claim.

23. **BREACH OF AGREEMENT AND LIQUIDATED DAMAGES**

You understand and agree that, because damages are often difficult to calculate, if it becomes necessary for CamCare to pursue legal action to enforce the terms and conditions of this Agreement, You will be liable to pay us the following amounts as

liquidated damages, which You accept as reasonable estimates of CamCare damages for the specified breaches of this Agreement:

(a) If You post Content in violation of this Agreement, You agree to promptly pay CamCare One Thousand Dollars ($1,000) for each item of Content posted in violation of this Agreement. We may (but shall not be required to) to issue You a warning before assessing damages.

(b) If You display, copy, duplicate, reproduce, sell, re-sell or exploit for any purpose any Content in violation of this Agreement, You agree to pay One Thousand Dollars ($1,000) for each item of Content displayed, copied, duplicated, reproduced, sold, re-sold or exploited in violation of this Agreement

(c) If You use computer programming routines that are intended to aggregate records or reviews from the Service or otherwise damage, interfere with, disrupt, impair, disable or otherwise overburden our Website, You agree to pay One Hundred Dollars ($100) for each review or record that is aggregated, disrupted, damaged or otherwise affected by You.

(d) Except as set forth in the foregoing subsections (a) through (c), inclusive, You agree to pay the actual damages suffered by CamCare, including, but not limited to attorneys' fees and court costs, to the extent such actual damages can be reasonably calculated. Notwithstanding any other provision of this Agreement, we reserve the right to seek the remedy of specific performance of any term contained herein, or a preliminary or permanent injunction against the breach of any such term or in aid of the exercise of any power granted in this Agreement, or any combination thereof.

24. **NOTICE**

You agree that CamCare may communicate any notices to You under this Agreement, through electronic mail, regular mail or posting the notices on the Website. All notices to CamCare will be provided by either sending a letter, e-mail or fax:

CamCare dba RuCor Strategies, LLC
P.O. Box 51905
Boston, MA 02205
Email: customercare@camcare.org
Fax: 617-356-8262

25. **ENTIRE AGREEMENT**

This Agreement governs Your use of the Service and constitutes the entire agreement between You and CamCare. It supersedes any prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between You and CamCare regarding the subject matter contained in this Agreement. Additional terms and conditions may exist between You and third parties, including but not limited to, Service Providers and others. You represent and warrant that those third-party agreements do not interfere with Your obligations and duties to CamCare under this Agreement.

26. **GOVERNING LAW**

This Agreement and the relationship between You and CamCare will be governed by the laws of the State of Massachusetts, notwithstanding the choice of law provisions of the venue where any action is brought, where the violation occurred, where You may be located or any other jurisdiction. You agree and consent to the exclusive jurisdiction of the state or federal courts located in Middlesex County, Massachusetts and waive any defense of lack of personal jurisdiction or improper venue or forum non-convenient to a claim brought in such court, except that CamCare may elect, in its sole discretion, to litigate the action in the county or state where any breach by You occurred or where You can be found. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out or related to Your use of the Service or this Agreement shall be filed within one (1) year after such claim or cause of action arose or will forever be barred.

27. **PROVISIONS REMAINING IN EFFECT**

This Agreement may not be re-sold or assigned by You. If You assign, or try to assign, this Agreement, such assignment or attempted assignment will be void and unenforceable. It will not be considered a waiver of CamCare rights if CamCare fails to enforce any of the terms or conditions of this Agreement against You. In the event a court finds a provision in this Agreement to not be valid, You and CamCare agree that such court should incorporate a similar provision that would be considered valid, with all other provisions remaining valid in the Agreement. No joint venture, partnership, employment or agency relationship exists between You and CamCare as a result of this Agreement or use of the Service. You acknowledge and agree that each of the Released Parties shall be an intended third-party beneficiary of this Agreement.

IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST NOT USE THE SERVICE. BY USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

CamCare
Choices for Better Health

HIPAA PRIVACY POLICY

CamCare takes your privacy seriously. We want to tell you about our privacy practices to protect your personal health information. If you wish to purchase a wellness membership plan, we will require your agreement to our HIPAA policy stating you have read and understand the HIPAA Privacy Policies terms and agree to the conditions therein.

How do we use health information

CamCare uses your health information to verify services with your practitioner(s) and to conduct normal business known as CamCare operations. Examples of how we use your information include:

- Payment – We may discuss the services your practitioner has provided for you in order to verify your claim for payment.
- CamCare Operations uses your Health information for quality improvement and for customer service.
- We comply with all applicable state and federal laws, including any laws that impact our ability to use your health information for payment and operations.

Other Services

- We may also use information to:
- Inform you of research opportunities or benefits for alternative treatments.
- Tell you about new benefits, services and promotions.
- Communicate with other CAM practitioners or business associates for payment or operations – business associates must follow our privacy rules.
- Communicate with the sponsor/administrator of your plan.

Information We Share

There may be extenuating circumstances when we are required to disclose health information without your signed permission. These situations are listed below:

- To protect victims of abuse or neglect for federal and state health oversight activities such as fraud investigations.
- For judicial or administrative proceedings.
- If required by law or for law enforcement.
- To coroners, medical examiners, and funeral directors.
- For specialized government functions such as national security and intelligence.
- To Workers' Compensation if you are injured at work.
- To a correctional institution if you are an inmate.
- All other uses and disclosures, not previously described, may only be made with your signed authorization. You may revoke your authorization at any time. Click here for the authorization form.

Our Responsibilities

CamCare is required by law to:

- Maintain the privacy of your health information.
- Provide this notice of our duties and privacy practices.
- Abide by the terms of the notice currently in effect.
- We reserve the right to change privacy practices, and make the new practices effective for all the information we maintain. Revised notices will be available to you on our website at www.camcare.org and will be mailed to you upon request.

Your Rights

You have the right to:

- Request that we restrict how we use or disclose your health information. We may not be able to comply with all requests.
- Request that we use a specific telephone number or address to communicate with you.
- Inspect and copy your health information (fees will apply). *
- Request additions or corrections to your health information. *
- Receive an accounting of how your health information was disclosed (excludes disclosures for treatment, payment, healthcare operations and some required disclosures, as well as disclosures that you authorize). *
- Obtain a paper copy of this notice even if you receive it electronically.

Requests followed by an asterisk (*) must be in writing.

Financial Privacy Policy

- We do not give your financial information to any person or persons not affiliated with CamCare. It is important to us that you understand what financial information we gather and how we use it to administer your benefits and serve you better.
- Financial Information – In order to provide payment for services, we may gather financial information about you from you, your employer, your plan sponsor, or your practitioner with respect to claims and payments.

Security

In compliance with state and federal standards, electronic, procedural, and physical safeguards are in place to limit the collection and use of non-public information to the minimum necessary to provide you with quality products and services. Access to this information is limited to a "need to know" basis for our employees to perform their jobs. This applies to you whether you are a former or current member.

By clicking "Sign Up", and confirmation of PayPal or Stripe payment transaction: you agree to the terms listed above.