

**Effective Date:** November 6, 2025

**Last Updated:** November 6, 2025

## **Acceptance of Terms**

Access to and use of this website, any related portal, or mobile application (collectively, the “Site”) is expressly conditioned upon your acceptance of these Terms of Use (the “Terms”). You are deemed to have accepted these Terms each time you access or use any page of the Site, including any secure or authenticated portions through login credentials, single sign-on, or otherwise.

By accessing or using the Site, you acknowledge that you have read, understand, and agree to be legally bound by these Terms and our [Privacy Policy]. If you do not agree, you must immediately discontinue all use of the Site.

MotivHealth Insurance Company (“MotivHealth,” “we,” “our,” or “us”) reserves the right, in its sole discretion, to amend or update these Terms at any time without prior notice. Material changes may be communicated through the Site, electronic notice, or by requiring re-acceptance. The version date above reflects the latest update. Your continued use of the Site following any such change constitutes acceptance of the revised Terms.

If you access the Site in connection with an employer, provider, or plan-sponsored relationship governed by a separate agreement (“Enterprise Agreement”), these Terms apply to you individually. To the extent of any conflict, the Enterprise Agreement shall control.

## **Purpose and Scope**

The Site is provided for general informational and administrative purposes, including access to MotivHealth’s products, services, and member resources. The Site and its content do not constitute medical advice, diagnosis, or treatment, and are not a substitute for consultation with qualified healthcare professionals.

IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, CALL 911 IMMEDIATELY.

## **No Medical or Legal Advice**

Information on this Site is provided “as is” for general educational purposes only. Use of the Site does not create a physician–patient or provider relationship. Always consult licensed healthcare professionals for medical questions or treatment decisions. MotivHealth does not practice medicine or provide healthcare services.

### **Eligibility and Age Restrictions**

You must be at least 13 years of age to access or use the Site. If you are under 18 (or the age of majority in your jurisdiction), you may only use the Site under the supervision of a parent or legal guardian who agrees to be bound by these Terms.

By using the Site, you represent that you meet these eligibility requirements.

### **User Obligations**

As a condition of your access to and use of the Site, you agree to the following obligations:

1. **Accuracy of Information.**

You represent and warrant that all information you provide to MotivHealth through the Site, including any registration details, claims submissions, or correspondence, is true, complete, and accurate, and that you will promptly update such information to maintain its accuracy.

2. **Compliance with Law.**

You agree to use the Site in strict compliance with all applicable federal, state, and local laws and regulations, including without limitation laws governing data privacy, health information, and electronic communications.

3. **Account Security.**

You are solely responsible for maintaining the confidentiality of your account credentials and for all activity conducted under your account, whether or not authorized by you. You agree to notify MotivHealth immediately of any unauthorized use or suspected security breach.

4. **Proper Use of Site Features.**

You will not misuse Site features or attempt to gain unauthorized access to systems, data, or networks connected to the Site. You may not

use the Site to transmit, store, or distribute any content that is unlawful, abusive, defamatory, obscene, threatening, or otherwise objectionable.

**5. Prohibited Conduct.**

You agree not to:

- Misrepresent your identity or affiliation with any person or entity;
- Impersonate another person or use another user's credentials;
- Access, view, or use data that you are not legally authorized to access;
- Interfere with or disrupt Site operations or servers; or
- Upload or transmit any virus, malware, or malicious code.

**6. Responsibility for Equipment and Access.**

You are responsible for obtaining, maintaining, and paying for all hardware, software, and telecommunications needed to use the Site. MotivHealth is not responsible for any charges, network limitations, or service interruptions imposed by your carrier or internet provider.

**7. Reporting Misuse.**

You agree to promptly report any suspected unauthorized use, security breach, or misuse of the Site by contacting MotivHealth at [compliance@motivhealth.com](mailto:compliance@motivhealth.com).

**Permitted and Prohibited Use**

You are granted a limited, revocable, non-exclusive, non-transferable license to access and use the Site for lawful, personal, non-commercial purposes only.

You agree **not** to:

1. Access or use the Site or any content for unauthorized purposes;
2. Copy, modify, distribute, or create derivative works from Site materials;
3. Use credentials other than your own or share your credentials with others;
4. Access the Site through automated means (bots, crawlers, scrapers, etc.);
5. Aggregate, harvest, or data mine Site content without written consent;

6. Use any content from the Site to develop, train, or enhance artificial intelligence or machine learning models;
7. Reverse engineer, decompile, or disassemble Site software;
8. Circumvent or disable security features;
9. Introduce viruses, malware, or harmful code;
10. Interfere with or overload Site operations; or
11. Violate any applicable laws, regulations, or third-party rights.

MotivHealth may suspend or terminate access at any time, with or without notice, for conduct it deems harmful or in violation of these Terms.

### **Site Content and Intellectual Property Rights**

All materials, information, software, text, displays, graphics, logos, icons, images, videos, audio clips, design elements, databases, code, and other content available on or through this Site (collectively, the “Site Content”) are the exclusive property of MotivHealth Insurance Company, its affiliates, licensors, or content providers, and are protected by United States and international copyright, trademark, patent, and other intellectual property laws.

Except as expressly permitted in these Terms, you may not:

- Copy, reproduce, modify, adapt, translate, republish, upload, post, transmit, distribute, or otherwise use the Site Content, in whole or in part, in any form or by any means;
- Use any trademarks, logos, or trade names appearing on the Site without MotivHealth’s prior written permission or the permission of the applicable rights holder;
- Frame, mirror, or otherwise incorporate any part of the Site or its content into another website, product, or service;
- Remove, obscure, or alter any copyright, trademark, or proprietary rights notices contained in or on the Site; or
- Use the Site Content for any commercial purpose or to develop or train any machine learning or artificial intelligence models.

MotivHealth grants you a limited, revocable, non-exclusive, non-transferable license to access and use the Site and Site Content solely for your lawful, personal, and non-commercial use consistent with these Terms. This license does not transfer any ownership interest or other rights in the Site Content, and all rights not expressly granted are reserved by MotivHealth and its licensors.

### **Account Registration and Security**

Certain portions of the Site may require you to create an account or authenticate your identity. You agree to:

- Provide accurate and complete information;
- Maintain the confidentiality of your credentials;
- Restrict access to your account to yourself; and
- Immediately notify MotivHealth of any unauthorized access or breach.

You are responsible for all activity conducted under your credentials, whether or not authorized by you. MotivHealth reserves the right to suspend or terminate any account for violation of these Terms.

### **Privacy and Data Protection**

Your use of the Site is governed by our Privacy Policy which explains how we collect, use, and safeguard your personal information. MotivHealth complies with all applicable privacy laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations.

While we employ administrative, technical, and physical safeguards, you acknowledge that no system is completely secure. Use of the internet and electronic communications is at your own risk.

### **Third-Party Links and Services**

The Site may contain links to or integrations with third-party websites, resources, or services ("Third-Party Services"). These are provided solely for convenience and do not constitute endorsement or control by MotivHealth. We make no representations regarding the accuracy, legality, or security of any Third-Party Service. Your use of Third-Party Services is at your sole risk and governed by their respective terms and privacy policies.

### **Electronic Communications and SMS Programs**

By providing your contact information or using the Site, you consent to receive electronic communications, including notices, statements, and transactional messages. You may also elect to receive text message alerts or notifications, subject to your consent.

By opting in to text or phone communications, you agree that MotivHealth may send informational or health-related messages (which may use auto-dialing technology). Message and data rates may apply. You may opt out at any time by texting STOP in reply to an SMS or by contacting MotivHealth.

Your participation is voluntary and not a condition of service. Messages may include limited personal health information subject to HIPAA safeguards.

### **Location-Based and Session Data**

The Site may use cookies, session data, and location-based technologies to improve user experience and system performance. By enabling these services, you consent to the collection and use of related data as described in our Privacy Policy.

### **User Submissions and Feedback**

If you submit any comments, suggestions, testimonials, or other materials ("Submissions"), you grant MotivHealth a perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, and display such Submissions for lawful business purposes. You waive all moral rights and warrant that your Submissions do not infringe any third-party rights.

### **Indemnification**

You agree to indemnify, defend, and hold harmless MotivHealth Insurance Company, its parent and affiliate entities, and each of their respective officers, directors, employees, contractors, agents, licensors, successors, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, actions, damages, losses, liabilities, judgments, settlements, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or relating to:

1. Your access to, use of, or reliance upon the Site or any Site Content;
2. Your violation or alleged violation of these Terms, any Site-Specific Terms, or any applicable law or regulation;

3. Any information or content submitted or provided by you through the Site, including any misrepresentation or inaccuracy therein;
4. Any unauthorized access to or use of your account or credentials; or
5. Your infringement, misappropriation, or violation of any third-party right, including intellectual property, privacy, or publicity rights.

MotivHealth reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which case you agree to cooperate fully with MotivHealth in asserting any available defenses. You may not settle any claim without MotivHealth's prior written consent.

### **Disclaimer of Warranties**

THE SITE AND ALL CONTENT ARE PROVIDED ON AN "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, MOTIVHEALTH DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ACCURACY.

MOTIVHEALTH DOES NOT WARRANT THAT:

- THE SITE OR CONTENT WILL BE ERROR-FREE OR UNINTERRUPTED;
- DEFECTS WILL BE CORRECTED; OR
- THE SITE IS FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

YOUR USE OF THE SITE IS AT YOUR SOLE RISK.

### **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL MOTIVHEALTH OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE.

MOTIVHEALTH'S TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED THE GREATER OF (A) THE AMOUNT PAID BY YOU TO USE THE SITE IN THE THREE (3) MONTHS PRECEDING THE CLAIM, OR (B) FIVE U.S. DOLLARS (\$5.00).

Some jurisdictions do not allow certain limitations, so these may not apply to you.

### **Arbitration; Jury Trial and Class Action Waiver**

#### **a. Binding Arbitration.**

Any dispute, controversy, or claim arising out of or relating to these Terms, the Site, or any related matter ("Dispute") shall be resolved exclusively by **final and binding arbitration** under the Federal Arbitration Act (9 U.S.C. § 1 et seq.), administered by the American Arbitration Association ("AAA") under its applicable rules.

#### **b. Informal Resolution.**

Before initiating arbitration, you and MotivHealth agree to attempt in good faith to resolve any Dispute informally within **60 days** after written notice is received.

#### **c. Waiver of Jury and Class Actions.**

To the fullest extent permitted by law, you and MotivHealth waive any right to a jury trial or to participate in any class, collective, or representative proceeding. Arbitration shall proceed on an individual basis only.

#### **d. Small Claims Carve-Out.**

Either party may bring an individual action in small claims court within Salt Lake County, Utah, if the claim qualifies.

#### **e. Governing Law for Arbitration.**

The arbitration and these Terms shall be governed by the laws of the **State of Utah** and the **Federal Arbitration Act**.

### **Termination**

MotivHealth may, at its sole discretion and without notice, suspend or terminate your access to the Site, remove content, or restrict future access for any reason or no reason.

Upon termination, all rights and licenses granted to you shall immediately cease, but all disclaimers, limitations of liability, and indemnities shall survive.

### **DMCA Notice and Takedown Procedure**

If you believe that material on the Site infringes your copyright, please send a written notice to our designated Copyright Agent containing the following:



1. Identification of the copyrighted work;
2. Identification of the infringing material and its location;
3. Your contact information;
4. A statement of good faith belief that the use is unauthorized;
5. A statement under penalty of perjury that you are authorized to act on behalf of the owner; and
6. Your signature (physical or electronic).

### **Copyright Agent**

MotivHealth Insurance Company  
10421 South Jordan Gateway Suite 100  
South Jordan, Utah 84095  
[compliance@motivhealth.com](mailto:compliance@motivhealth.com)

### **Forward-Looking Statements**

Statements on the Site that are not historical facts may be forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements are based on current expectations and involve risks and uncertainties. Actual results may differ materially. MotivHealth undertakes no obligation to update forward-looking statements.

### **Governing Law and Venue**

These Terms are governed by the laws of the State of Utah, without regard to conflict-of-law principles. Exclusive jurisdiction and venue for all disputes not subject to arbitration shall lie in the state or federal courts located in Salt Lake County, Utah.

### **Severability and Waiver**

If any provision of these Terms is held invalid or unenforceable, the remainder shall continue in full force and effect. No waiver shall be effective unless in writing and signed by an authorized representative of MotivHealth.

### **Assignment**

You may not assign or transfer these Terms or any rights hereunder without MotivHealth's prior written consent. MotivHealth may assign these Terms without notice to any affiliate or successor entity.

## **Entire Agreement**

These Terms, together with the Privacy Policy and any Site-Specific Terms, constitute the entire agreement between you and MotivHealth concerning the Site and supersede all prior understandings, agreements, or communications.

## **Contact Information**

For questions, concerns, or notices regarding these Terms:

### **MotivHealth Insurance Company**

10421 South Jordan Gateway Suite 100

South Jordan, Utah 84095

[compliance@motivhealth.com](mailto:compliance@motivhealth.com)

