

WellthCare™ Terms of Service

Effective Date: April 16th

Welcome to WellthCare™. These Terms of Service (“Terms”) govern your use of our website, mobile application, services, and the WellthCare Store™ (collectively, the “Platform”).

By accessing or using WellthCare™, you agree to these Terms. If you do not agree, please do not use the Platform.

1. What is WellthCare™

WellthCare™ is a technology-enabled benefit platform that connects healthcare access, preventive care engagement, and financial reward systems.

WellthCare does **not** provide insurance, medical care, or financial advice. Healthcare services are delivered by licensed third-party providers. Financial features, including rewards and retirement contributions, are administered through program partners and are subject to eligibility and plan rules.

2. Eligibility & Employer-Sponsored Access

Access to WellthCare™ may be provided through your employer or another sponsoring organization.

Your access to certain features, including healthcare services, rewards, and financial contributions, depends on:

- Your eligibility status
- Your employer’s plan design
- Completion of required onboarding and activities

WellthCare reserves the right to modify or terminate access based on eligibility changes.

3. Medical Disclaimer

WellthCare does not provide medical advice.

All healthcare services available through the Platform are provided by independent, licensed third-party providers. Always seek the advice of your physician or qualified healthcare provider with any questions regarding a medical condition.

If you are experiencing a medical emergency, call 911 immediately.

4. No Insurance Guarantee

WellthCare is not an insurance carrier.

While the Platform may reduce out-of-pocket costs or improve access to care, coverage, savings, and outcomes are not guaranteed and may vary based on individual use, provider availability, and employer plan structure.

5. Rewards, Credits, and Financial Contributions

WellthCare may provide rewards, store credits, or retirement contributions based on verified preventive health actions and program participation.

By using the Platform, you understand and agree:

- Rewards are subject to eligibility and verification requirements
 - Program rules may change at any time
 - Rewards have no cash value unless explicitly stated
 - WellthCare may adjust, revoke, or discontinue rewards at its discretion
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6. WellthCare Store™ Terms

The WellthCare Store™ allows users to purchase or redeem credits for eligible products.

By using the Store:

- You agree that all purchases are subject to product availability
- Returns, refunds, and exchanges are governed by the Store's posted policies
- Products are intended for general wellness purposes only and are not medical advice

Use of FSA or HSA funds is subject to applicable tax and regulatory rules. You are responsible for ensuring eligibility.

7. User Responsibilities

You agree to:

- Provide accurate and complete information
- Use the Platform only for lawful purposes
- Not attempt to manipulate, falsify, or interfere with activity tracking or rewards
- Maintain the confidentiality of your account credentials

WellthCare reserves the right to suspend or terminate accounts for misuse.

8. Third-Party Services

The Platform integrates with third-party providers, including healthcare professionals, pharmacies, labs, and service vendors.

WellthCare is not responsible for:

- The quality, availability, or outcomes of third-party services
- Any actions or omissions by third-party providers

Your interactions with third parties are governed by their own terms and policies.

9. Privacy

Your use of WellthCare is also governed by our Privacy Policy.

We are committed to protecting your information and handling data responsibly in accordance with applicable laws and industry standards.

10. Limitation of Liability

To the fullest extent permitted by law, WellthCare shall not be liable for any indirect, incidental, special, or consequential damages, including but not limited to:

- Health outcomes
- Financial losses
- Lost rewards or benefits
- Service interruptions

Your use of the Platform is at your own risk.

11. Modifications to the Platform or Terms

WellthCare may update or modify these Terms at any time.

We will notify users of material changes where required. Continued use of the Platform after updates constitutes acceptance of the revised Terms.

12. Termination

We may suspend or terminate your access to the Platform at any time, including if:

- You violate these Terms
 - Your eligibility changes
 - The program is modified or discontinued
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13. Governing Law

These Terms are governed by the laws of the State of Utah, without regard to conflict of law principles.

14. Contact Information

If you have questions about these Terms, please contact:

WellthCare™

160 W Canyon Crest Rd

Alpine, UT 84004

877-264-5727

www.wellthcare.com

15. Temporary Disclaimer

This Terms of Service is provided for general informational purposes and is subject to review and approval by legal counsel. It may be updated as part of ongoing compliance and regulatory review.