



APREE HEALTH WEBSITE TERMS OF SERVICE

Effective Date: January 1, 2025

[apree health](#) (“apree,” “our,” “us,” or “we”) refers to the national healthcare delivery organization consisting of the following companies: i) [Vera Whole Health, Inc.](#), including its affiliates and subsidiaries, as well as the Vera-friendly PCs, (collectively, “Vera”); and ii) [Castlight Health, Inc.](#), including its affiliates and subsidiaries (collectively, “Castlight”).

-
1. **Applicability of Our Website Terms of Service.** These Website Terms of Service supplement the [Website Privacy Notice](#) and outlines the terms and conditions that **Website Visitors** (“you”) must follow when visiting [www.apreehealth.com](#), including any of our subpages and respective company websites at [www.verawholehealth.com](#) and [www.castlighthealth.com](#) (collectively the “**apree Corporate Websites**” or “**Corporate Websites**”). These Website Terms of Service **do not apply** to you if you are a registered member (“**Engaged Member**”) of any of our apree Services, such as the My Vera App and/or the Castlight Platform accessible via web or digital application. If you are an Engaged Member, please promptly review the [apree health Terms of Use for Engaged Members](#), if you have not done so.
 2. **Use of Our Corporate Websites at Your Own Risk.** Access to and use of our Corporate Websites shall mean accessing the content and information on our Corporate Websites in a casual or leisurely way, usually by clicking through different webpages of our Corporate Websites (“**Browsing**”). Browsing, however, does not include a Website Visitor’s subsequent registration of any of our Services, to which your access to and use of our Services is subject to the [apree health Terms of Use for Engaged Members](#).
 - a. We will not be held responsible for any action that is taken by you or others that is based on your Browsing of information presented on apree Corporate Websites. All Website Visitors agree that all Browsing and any and all content presented, is at your own risk. We nor any party involved in creating, producing or delivering the apree Corporate Websites shall be liable for any direct, incidental, consequential, indirect, or punitive damages arising out of a Website Visitor’s Browsing or inability to Browse such Corporate Websites, or any errors or omissions in the content of such Corporate Websites.
 3. **Corporate Websites Are Not Intended for Professional Advice.** The apree Corporate Websites have been designed to provide general information about apree health and our Services, such as the My Vera App and the Castlight Platform. These pages are not intended to provide legal, medical, health care coverage, tax or financial advice, nor do they provide instruction on the appropriate use of our Services. When browsing our Sites, you are subject to the terms and conditions set forth herein and all applicable laws, statutes, and/or regulations.
 4. **Permission to Use Our Corporate Websites.** We own all rights, titles, and interests in and to our Corporate Websites. Subject to these Website Terms of Service, we hereby agree to provide you access to and use of the Corporate Website (to “**Browse**”). We do not grant or authorize any rights to our Corporate Websites other than those expressly set forth in these Website Terms of Service. You agree that you will not:
 - i) attempt to gain unauthorized access to our Corporate Websites;
 - ii) store or transmit any malicious code;



iii) reproduce, reverse engineer, distribute, publish, transmit, modify, adapt, translate, sell, resell, rent, lease, license, or otherwise commercially exploit our Corporate Websites; or vi) access our Corporate Websites in order to build a competitive product or service or copy any features, functions, or graphics thereof. Use of any of our trademarks, including Vera and Castlight, as meta-tags on any third-party website is strictly prohibited. You may not co-brand our Corporate Websites or display our Corporate Websites in frames (or any of the content via in-line links) without our prior written permission.

5. **Updates To Our Corporate Websites.** We may revise these terms and conditions from time to time by updating this posting. We will use reasonable efforts to include accurate and up-to-date information on our Corporate Websites, but we make no warranties or representations as to the accuracy of information presented on our Corporate Websites.
6. **Transmission of Confidential Information.** Any communication or material you transmit to us via the apree Corporate Websites or by email may be accessed and viewed by other Internet users, without your knowledge and permission, while in transit to us. For that reason, do not use email to communicate information to us that you consider confidential. Whenever you submit information via an apree Corporate Website, you consent to the collection, use, and disclosure of that information in accordance with the [Website Privacy Notice](#).
7. **No Warranties.** TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW: (A) OUR CORPORATE WEBSITES CONTENT AND MATERIALS CONTAINED THEREIN ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY US; (B) APREE, VERA AND CASTLIGHT AND OUR AFFILIATES, PARTNERS, AND SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO (I) IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY OF DATA, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT (II) WARRANTIES AS TO THE QUALITY OR PERFORMANCE OF THE INFORMATION, GOODS, AND (III) DO NOT GUARANTEE THAT OUR CORPORATE WEBSITES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS.
8. **Limitation of Liability.** TO THE EXTENT PERMITTED UNDER LAW, APREE, VERA AND CASTLIGHT, AND OUR AFFILIATES, SUBSIDIARIES, SERVICE PROVIDERS AND CONTENT PROVIDERS SHALL NOT BE LIABLE TO YOU OR OTHERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF DATA, OPPORTUNITIES, REPUTATION, PROFITS OR REVENUES, RELATED TO THE SERVICES (E.G. OFFENSIVE OR DEFAMATORY STATEMENTS, DOWN TIME OR LOSS, USE OF, OR CHANGES TO, YOUR INFORMATION OR CONTENT). WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO OR USE ("BROWSING") OF OUR CORPORATE WEBSITES, OR ANY ACTS, OMISSIONS, DEFECTS, SECURITY BREACHES, OR DELAYS, REGARDLESS OF THE BASIS OF THE CLAIM OR IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. WE ARE NOT RESPONSIBLE OR LIABLE FOR THE ACTS OR OMISSIONS OF THIRD PARTIES, OR FOR PERFORMANCE (OR NON-PERFORMANCE) OUTSIDE OR INTERCONNECTION POINTS BETWEEN OUR CORPORATE WEBSITES, AND OTHER NETWORKS AND/OR THIRD-PARTY WEBSITES OPERATED BY OTHERS. YOU AGREE AND ACKNOWLEDGE THAT AT TIMES YOUR ABILITY TO BROWSE OUR CORPORATE WEBSITES MAY BE IMPAIRED OR DISRUPTED. ALTHOUGH WE WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ANY ACTION WE CONSIDER APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, WE CANNOT GUARANTEE THAT THEY WILL NOT OCCUR, AND ACCORDINGLY WE DISCLAIM ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS. NO



EVENT SHALL WE AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OF SERVICE, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY.

9. **Our Intellectual Property Rights.** It is our policy to enforce our intellectual property rights to the fullest extent permitted under law. All product names, regardless of whether or not they appear in large print or with the a trademark symbol, are trademarks of apree's respective companies: Vera Whole Health and Castlight Health or their licensors or joint venture partners, unless otherwise noted.
 - a. **Copyright.** The entire content of the apree Corporate Websites, including any images or text, is protected by applicable copyright, trademark, and other laws of both the United States and foreign countries. Our Corporate Websites may not be distributed, downloaded, modified, reused, reposted, or otherwise used except as provided herein without the express written permission of apree health.
 - b. **Copyright and Trademark Restrictions.** The use or misuse of these trademarks, copyrights, or other materials, except as permitted herein, is expressly prohibited and may be in violation of copyright law, trademark law, communications regulations and statutes, and other laws, statutes and/or regulations.

If you have questions or complaints regarding our Website Terms of Service, please contact us at:

apree health

ATTN: Legal Office

1201 Second Ave., Suite 1400

Seattle, WA 98101,

Email: legal@apree.health