



## Sm8rtHealth Risk Assessment Services Terms

Last updated: June 20, 2022

These Sm8rtHealth Risk Assessment Services Terms (“**Terms**”) apply to your use of the Sm8rtHealth Services (defined below) and any data you obtain through the Sm8rtHealth Risk Assessment Services. Do not accept these Terms or use the Sm8rtHealth Services if you or your company is prohibited from doing so by applicable Law.

### 1. Relationship to Sm8rtHealth Agreements

When you use the Sm8rtHealth Risk Assessment Services, you expressly agree to the terms and conditions of these Terms, the Sm8rtHealth Services Agreement, and all updates and modifications Sm8rtHealth makes to either from time to time, if any. These Terms supplement the Sm8rtHealth Privacy and Security Agreement and is incorporated into these Terms by reference. To the extent that there is a conflict between the Sm8rtHealth Privacy and Security Agreement and the Service Risk Assessment Term, these Service Terms will prevail. Capitalized undefined terms used in these Terms have the meaning given them in the Sm8rtHealth Services Agreement.

### 2. Definition and Use of the Sm8rtHealth Risk Assessment Services

“Sm8rtHealth Risk Assessment Services” means Sm8rtHealth technology enables you to determine a health risk score or outcome in accordance with the configuration and algorithm determined by Sm8rtHealth. The risk or score or outcome is a predictor based on global industry guidelines for a generic life insurance product or benefit. Insurer’s will calibrate their outcomes in accordance with specific product features and regulator / compliance requirements, as such there will always be circumstances where the Sm8rtHealth Risk Assessment score or outcome differs with that of a local insurer. The Sm8rtHealth risk score or outcome should be used a guideline or predictor, and in no way should the outcome be used as legal advise.

You may use the Sm8rtHealth Risk Assessment Services in conjunction with the 3<sup>rd</sup> Party Services.

You acknowledge and agree that:

- a) the Sm8rtHealth Risk Assessment Services rely on the accuracy of information you or the applicant provides to Sm8rtHealth;
- b) you may receive reporting through the Sm8rtHealth Risk Assessment Services that is based on data that you have provided;
- c) you may receive subscription notices and subscription renewal notices from time to time
- d) the Sm8rtHealth Risk Assessment Services do not constitute advice or filing/reporting assistance;
- e) you may not reverse engineer or attempt to reverse engineer the intellectual property of Sm8rtHealth
- f) you agree to allow Sm8rtHealth to use data in accordance with Sm8rtHealth Privacy and Security policy

### **3. Disclaimer**

Sm8rtHealth does not represent or warrant that the Sm8rtHealth Risk Assessment Services will enable you to fulfil your obligations under applicable Law, including with respect to Financial Advice. Sm8rtHealth is not liable for any outcomes generated by the Sm8rtHealth Risk Assessment Services. You are solely responsible for your compliance with applicable Law, including verifying the effect of any Law interpretations upon which the data and reporting you receive through the Sm8rtHealth Risk Assessment Services are based. The data and reporting you receive through the Sm8rtHealth Risk Assessment Services are included in "Sm8rtHealth Data" under the Privacy and Security Services Agreement.

### **4. Termination**

Sm8rtHealth may suspend or terminate your access to the Sm8rtHealth Risk Assessment Services immediately on Notice, if

- (i) you are in breach of these Terms;
  - a. you fail to renew your subscription; or
  - b. you provide your User access details to details to a 3<sup>rd</sup> Party
  - c. at any time upon 30 days' Notice; or
- (ii) there is a material change in any applicable Law, or interpretation of it.

### **5. Beta Services**

Sm8rtHealth may indicate that the Sm8rtHealth Risk Assessment Services, with regard to a particular release or feature, or as offered in certain countries or regions, are classified by Sm8rtHealth as "beta", "pilot", "limited availability", "demo", or "pre release" ("Beta"). You understand that Beta Risk Assessment Services are still in development, may have bugs or errors, may be configuration incomplete, and may be subject to material change.