

TERMS AND CONDITIONS

Last updated on 4/4/2022

Thank you for downloading MSP Recovery (“MSP Recovery”), a mobile application offering you a personalized healthcare platform. MSP Recovery offers you a secure and private platform, giving you access to your health/medical data and records (Records). MSP Recovery’s system allows you to track and share your health records from your devices. The platform also allows you to give Emergency Medical Services (“EMS”) and first responders access to your Records in emergency situations. Please read the Terms and Conditions before using MSP Recovery. The mobile application is licensed, not sold, to you.

The Terms and Conditions, along with any exhibits, disclosures, addendums or amendments hereto, as the same may be amended or modified from time to time (collectively, this “Agreement”) constitutes an agreement between you and MSP Recovery.

IMPORTANT: BY USING THE SERVICES OR BY CLICKING "I AGREE," YOU: (I) ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND ACCEPTED THESE TERMS; (II) REPRESENT THAT YOU ARE: (a) 18 YEARS OF AGE OR OLDER, (b) AN EMANCIPATED MINOR, OR (c) A PARENT OR LEGAL GUARDIAN FOR ANY MINOR THAT YOU PROVIDE DATA ACCESS FOR ; AND (III) ARE LEGALLY BOUND BY THESE TERMS. IF YOU DO NOT WISH TO CONSENT TO THESE TERMS AND CONDITIONS, YOU SHOULD REJECT THEM BY NOT CLICKING “I AGREE” AND NOT USING MSP RECOVERY. IF YOU DO NOT CONSENT TO THESE TERMS AND CONDITIONS, YOU SHALL NOT BE ABLE TO USE OR RECEIVE THE BENEFIT OF LIEF WALLET AND IF APPLICABLE, DELETE THE APPLICATION FROM YOUR DEVICE. ADDITIONALLY, BY AGREEING TO THESE TERMS, YOU ACKNOWLEDGE THAT YOU HAVE READ MSP RECOVERY’S HIPAA PRIVACY POLICY.

THESE TERMS AND CONDITIONS AND THE USE OF MSP RECOVERY ARE NOT A REQUIREMENT OR A CONDITION FOR RECEIVING ANY MEDICAL TREATMENT.

MSP RECOVERY IS NOT TO BE USED FOR MEDICAL ADVICE, TREATMENT, OR DIAGNOSIS. ALWAYS SEEK THE ADVICE OF HEALTHCARE PROVIDERS DIRECTLY. MSP RECOVERY’S PLATFORM WILL BE USED BY HEALTHCARE PROVIDERS, BUT MSP RECOVERY IS NOT TO BE RELIED UPON FOR MEDICAL TREATMENT OR EMERGENCY MEDICAL SERVICES. THIS APP IS NOT BEING OFFERED TO YOU BY, OR ON BEHALF OF, A HEALTHCARE PROVIDER OR COVERED ENTITY (AS DEFINED UNDER HIPAA).

Terms and Conditions

I. OUR SERVICES (“SERVICES”):

1. Health records aggregation

MSP Recovery, acting as your authorized agent, will retrieve your health

records from medical providers you have used, from your insurance carriers or from information you provide. You will be able to use MSP Recovery to directly send your Records to third parties of your choosing.

2. Give access to your Records to healthcare providers

MSP Recovery will give healthcare providers access to your Records, along with other information, for the provision of medical services. This will allow healthcare providers to have access to your health history before providing treatment.

3. Food and Drug Administration (FDA)

MSP Recovery will provide FDA information related to pharmaceutical drugs and devices that are related to your health history/Records.

4. Research

MSP Recovery may use your de-identified Records in aggregated or non- aggregated forms for research studies.

5. Monetize your Data

By using MSP Recovery, you will have the opportunity to make money from your data. At your discretion, you can allow other entities access to your Records for payment.

II. ABOUT MSP RECOVERY

MSP Recovery, LLC and/or its affiliates (“MSP Recovery”, “we”, “us” or “our”) provides you an up-to-date record of your health history from one secure place.

III. LICENSE GRANT

1. Subject to the terms of this Agreement, MSP Recovery grants you a limited, non-exclusive, and nontransferable license to:
 - a) download, install, and use MSP Recovery for your personal, non-commercial use on a computer, smartphone or mobile device, or any other electronic device, owned or otherwise controlled by you ("Device"), strictly in accordance with the Terms and Conditions.
 - b) access, stream, download, and use on such Device the Services (as defined below) made available in or otherwise accessible through the application, strictly in accordance with these Terms and Conditions and applicable to such Services as set forth below.

IV. License Restrictions

1. You shall not:
 - a) copy MSP Recovery, except as expressly permitted by this license;

- b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of MSP Recovery;
- c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of MSP Recovery or any part thereof;
- d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from MSP Recovery, including any copy thereof;
- e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available MSP Recovery, or any features or functionality of MSP Recovery, to any third party for any reason, including by making MSP Recovery available on a network where it is capable of being accessed by more than one device at any time;
- f) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting MSP Recovery.

By accessing or using MSP Recovery or any Service, you understand and agree to be bound by this Agreement and the Privacy Policy as they may be amended from time to time in the future. You also agree that:

1. You can enter into legally binding contracts. You agree that you are legally bound to this Agreement and that you may not use MSP Recovery if you are not willing to be bound by and abide with the terms of this Agreement.
2. WE ARE NOT RESPONSIBLE FOR THE SERVICES PROVIDED BY THIRD-PARTY HEALTH PROVIDERS, INCLUDING EMS AND FIRST RESPONDERS, OR OTHER PRODUCTS AND SERVICES OR FOR THE ACCURACY OF THE DATA OBTAINED FROM YOU OR THIRD-PARTY SITES THAT ARE DISPLAYED OR REPORTED THROUGH THE DASHBOARD OR ANY OF OUR SERVICES. While the Dashboard and Services provided may provide significant assistance in helping you manage your health, you should consult with a professional health provider before making decisions or deciding on significant changes to your health.
3. MSP Recovery reserves the right to change or modify this Agreement and our HIPAA Privacy Policy, or discontinue, modify, or delete in their entirety certain features and functionality. You agree that MSP Recovery has no obligation to provide any updates or to continue to provide or enable any feature or functionality. If changes to the Agreement are made, we will post such changes, and such changes will be effective at such time.
4. MSP Recovery reserves the right to limit, modify or terminate your access to MSP Recovery with or without notice. You agree that we shall not be liable to you or any third party for any modification of the Services, this Agreement, or your access to MSP Recovery.

V. Eligibility

1. MSP Recovery is intended to be used only by individuals eighteen years of age or older or an emancipated minor. Parents of unemancipated minors may set up accounts for

their children, as may other personal representatives under all applicable law. You may also designate proxies by authorization. Some Records may not be available to parents or guardians without the minor patient's authorization.

VI. ACCESS TO SOFTWARE BY MINORS

1. The Children's Online Privacy and Protection Act requires that online service providers, which are consistently accessed by children under the age of 13 years old, obtain parental consent before they collect personally identifiable information online from these children. MSP Recovery does not knowingly collect data from children under 13, and our App is not directed at users under the age of 13.
2. You acknowledge and agree that children under the age of 13 are prohibited from using our software. A parent, guardian, or personal representative may use the Software on behalf of a child under the age of 13. You acknowledge and agree that minors between the ages of 13 and 17 may use MSP Recovery, but that a parent, guardian, or personal representative must consent to this Agreement and our HIPAA Privacy Policy on the child's behalf.

VII. DISCLAIMERS

1. By using the Services, you understand and acknowledge that the health records provided cannot be guaranteed.

VIII. COLLECTION AND USE OF YOUR INFORMATION

1. You acknowledge that when you register for MSP Recovery you will be required to provide certain information about yourself as a condition to downloading, installing, or using MSP Recovery. MSP Recovery may require information that may be used, either alone or in combination with other information, to personally identify an individual, including but not limited to medical information (Personal Information). You agree and consent for your Personal Information to be collected, created, received, transmitted, maintained, and otherwise used by MSP Recovery in order to provide you with access to the App and our Services. You further agree and consent for your Personal Information to be collected, created, received, transmitted, and otherwise shared with those individuals whom you authorize and give consent to in order for them to be able to collect, create, receive, transmit, or otherwise your Records to or from MSP Recovery.
2. You also agree that MSP Recovery may use your de-identified personal information in aggregated or non- aggregated forms for research studies, evaluations and quality improvement purposes, or for any other lawful commercial purpose. MSP Recovery's collection, creation, reception, or transmission of any de-identified personal information in aggregated or non-aggregated forms will be conducted in compliance with all applicable laws and regulations.

3. We collect information, including Personal Information, in three ways: (i) directly from you, or as authorized by you through the Services; (ii) from third party sources and/or (iii) directly from your providers.

IX. COLLECTION AND USE OF YOUR RECORDS

1. You agree that Records may be collected, created, received, transmitted, and otherwise shared to and from individuals that you authorize and give consent to. You also agree that unless you consent to this use of your Records, MSP Recovery will not provide you with access to the App.
2. You agree that Records collected and stored does not serve as the Designated Record Set (as defined under HIPAA) or as the system of record by any independent third-party healthcare provider or yourself.

X. NO MEDICAL ADVICE, TREATMENT, OR DIAGNOSIS

1. MSP Recovery does not provide medical treatment, advice, or diagnosis. MSP Recovery provides a collection of medical data related to you. You agree that independent third- party healthcare providers, EMS, and first responders are solely responsible for and will have complete authority, responsibility, supervision, and control over the provision of all medical services, advice, instructions, treatment decisions as they, in their sole discretion, deem appropriate. MSP Recovery does not provide or endorse any medical advice or treatment. MSP Recovery has and will exercise absolutely no control, authority, or supervision over the provision of any medical services or other professional health care services. MSP Recovery assumes no liability for the delay, failure, interruption, or corruption of any data or other information transmitted in connection the Services that is reasonably determined to be beyond MSP Recovery's direct control.

XI. THIRD-PARTY ACCESS AND SYNCHRONIZATION SETTINGS

1. You agree and consent that your usage of any of the available methods within the MSP Recovery for sharing access with others constitutes your implicit consent and authorization for MSP Recovery to use and make your Records available to others in accordance with those methods and your inputs, as well as the terms and conditions of the Agreements. You are solely responsible for ensuring the accuracy and validity of the contact information of recipients whom you grant access to your Records. MSP Recovery is not responsible for the disclosure of your Records recipients based on incorrect, erroneous, or invalid contact information submitted by you.

XII. ACTING AS YOUR AUTHORIZED AGENT

By using MSP Recovery you expressly authorize and direct MSP Recovery, on your behalf, to retrieve your Records maintained by third-party health providers from which you received services from in the past.

FOR PURPOSES OF THIS AGREEMENT AND SOLELY TO OBTAIN AND PROVIDE THE RECORDS TO YOU AS PART OF THE SERVICES, YOU GRANT MSP RECOVERY A LIMITED POWER OF ATTORNEY, AND APPOINT MSP RECOVERY AS YOUR ATTORNEY-IN-FACT AND AGENT, WITH FULL POWER OF SUBSTITUTION AND RE-SUBSTITUTION, FOR YOU AND IN YOUR NAME, PLACE AND STEAD, IN ANY AND ALL CAPACITIES, TO ACCESS THIRD PARTY SITES, SERVERS OR DOCUMENTS, RETRIEVE INFORMATION AND USE YOUR INFORMATION WITH THE FULL POWER AND AUTHORITY TO DO AND PERFORM EACH AND EVERY ACT AND THING REQUISITE AND NECESSARY TO BE DONE IN CONNECTION WITH SUCH ACTIVITIES, AS FULLY TO ALL INTENTS AND PURPOSES AS YOU COULD DO IN PERSON.

YOU ACKNOWLEDGE AND AGREE THAT WHEN MSP RECOVERY IS ACCESSING AND RETRIEVING RECORDS FROM THIRD PARTY SITES, MSP RECOVERY IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF ANY THIRD PARTY. YOU AGREE THAT THIRD-PARTY HEALTH PROVIDERS SHALL BE ENTITLED TO RELY ON THE FOREGOING AUTHORIZATION, AGENCY AND POWER OF ATTORNEY GRANTED BY YOU..

XIII. USE OF MSP RECOVERY

Only use MSP Recovery if you acknowledge and agree to all of the following:

1. MSP Recovery is intended as a secure online means for access to your Records. It is your responsibility to select a confidential password, to authorize, monitor and control access to and use of your account, user name and password, and to promptly inform MSP Recovery technical support if you need to inactivate your account, user name or password for any reason. Please note that if you share your MSP Recovery username and password with another person, this will allow that person to access your confidential Records. MSP Recovery has no responsibility concerning any breach of your Records or other personal information due to your sharing or losing your username and password. MSP Recovery will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by MSP Recovery or another party due to someone else using your account or password. You may not use anyone else's MSP Recovery account at any time, without the authorization of the account holder or in accordance with your rights as a personal representative under applicable law.
2. You must select a confidential password and maintain that password in a confidential and secure manner. If you believe that the confidentiality of your password has been compromised, you should change your password immediately and notify us at info@MSP Recovery.com You agree to log out completely of your account at the end of each MSP Recovery session.
3. MSP Recovery may not include the complete contents of your medical records.

4. Use of MSP Recovery is voluntary and at your discretion.
5. You will use MSP Recovery only as permitted and not attempt to harm or circumvent any of its security features or use MSP Recovery for any purpose other than as described in this Agreement. You will not introduce into MSP Recovery any virus, rogue program, time bomb, drop dead device, ransomware, back door, Trojan horse, worm or other malicious or destructive code, software routines, denial of service attack, or equipment components designed to permit unauthorized access to the MSP Recovery.
6. You will not use MSP Recovery to commit fraud or conduct other unlawful activities; to access or attempt to access any other person's account, personal information, or content without permission.

XIV. YOUR ELECTRONIC DISCLOSURE CONSENT

By providing your email to enroll for use of our Services, you consent to receive all notices and information regarding our Services and other offerings electronically. Electronic communications may be posted on our Dashboard and/or delivered to your registered e-mail address. All communications in electronic format will be considered to be in "writing," and to have been received no later than five (5) business days after posting or dissemination, whether or not you have received or retrieved the communication. Your consent to receive communications electronically is valid until you end your relationship with MSP Recovery. It is your sole responsibility to provide us with true, accurate and complete e-mail addresses, contact and other information related to this disclosure and to maintain and update promptly any changes in this information.

You may print a copy of any electronic communications and retain it for your records. We reserve the right to terminate or change the terms and conditions on which we provide electronic communications and will provide you notice thereof in accordance with applicable law.

1. Service Notifications /Text Messaging Service

- a) By creating an account with MSP Recovery, you certify that your mobile number provided is correct and you agree to receive text messages from MSP Recovery. You acknowledge and agree that standard message and data rates may apply. The text messaging may not be compatible with all mobile phone models. MSP Recovery is not responsible for any delays upon sending or receiving text messages.
- b) Service Notifications. When there's something we need to tell you about the Services, we'll send you Service notifications to the email address we have for you. If you indicate your preference to receive notifications by SMS text message and through in-product messages, we may also send Service notifications to you via SMS (text message) or through the application. Data or messaging rates may apply when receiving notifications via SMS.

XV. PROVISION OF SERVICES

a) MSP Recovery is offered free of charge. MSP Recovery reserves the right, in its sole discretion, to amend or change its pricing policy.

XVI. CONNECTION AND HARDWARE REQUIREMENTS

1. You are responsible for purchasing, operating, and maintaining an approved mobile device and any other equipment necessary to use the Service. You agree to download and use the latest version of MSP Recovery as it becomes available. You are additionally responsible for all wireless and Internet services necessary to access the Service and for charges arising out of or related to those services. We are not responsible for any third-party hardware or software you may need to use the Service. To use the Service, you must have an approved smartphone and a working Internet connection. We may impose additional hardware and software requirements and mandatory equipment maintenance procedures at any time without prior notice, and you agree to abide by such requirements and procedures at your expense. We reserve the right to add to, change, or delete the hardware, software, and other Service requirements from time to time by providing notice to you.
2. We have no responsibility for the operation or support, maintenance or repair of any equipment, software, or services that you elect to use in connection with the Service.

XVII. THIRD PARTY CARRIERS AND COSTS

1. The Service communicates via internet and/or cellular data service provided by independent carriers. The internet or cellular data service provided by the independent carriers may fail or go off-line from time to time, and during any such outage the Service will be unable to transmit and receive information. We may not receive timely notice of the communications outage from the independent carriers. We are not obligated to provide the Service during any such outages. Cellular networks and internet providers may be regulated by federal and state agencies and changes in rules and regulations may require us to modify or terminate the Service. You will be responsible for all data usage and other network usage fees charged by your cellular service carrier in connection with your use of the Service.

XVIII. YOUR REGISTRATION INFORMATION

1. In order to use MSP Recovery you will need to create an account (“Account”). To establish an Account you must provide personal information that is collected on the secure enrollment page.

XIX. SECURITY

1. MSP Recovery employs strict administrative, technical, and physical security measures to safeguard all information collected.

2. You understand that you are responsible to ensure that your computer, smartphone or mobile device, and any other electronic device or network used in connection with accessing the Services, has protections against viruses, malware, spyware, Trojan horses, and other types of problematic computer cookies, downloads, or software. MSP Recovery cannot guarantee that your use of MSP Recovery will be free of such problems. By using MSP Recovery you agree that you will hold harmless, indemnify, and covenant not to sue MSP Recovery for any damage to your smartphone, mobile device, computer, laptop, software, or other computer system resulting from your access to or use of MSP Recovery.
3. As a user of MSP Recovery, your role in maintaining the security of your medical information and other personal information is to change your password on a regular basis and keep your username and password confidential. Accordingly, it is solely your responsibility to prevent the disclosure of your username and password, and to change your password if you feel that your security has been compromised. You agree to hold harmless, indemnify, and covenant not to sue MSP Recovery for any injuries to you or your property (whether physical, psychological, reputational or otherwise) resulting from your failure to keep your password secure.

XX. DATA INTEGRITY

1. MSP Recovery is not responsible for and cannot guarantee the accuracy or timeliness of Health Information we retrieve on your behalf, directly from you or from third- parties.
2. MSP Recovery assumes no responsibility for the timeliness, accuracy, deletion, non- delivery or failure to store any user data, loss of user data, communications or personalization settings. MSP Recovery encourages you to periodically confirm the health records collected.
3. MSP Recovery may not be able foresee or anticipate technical or other difficulties which may result in failure to obtain data, personalization settings or other service interruptions

XXI. OTHER OBLIGATIONS WHILE YOU USE THE SERVICES

1. Accurate and Up-to-Date Information: Our Services depend on your providing us with complete, accurate and up-to-date information, both now and in the future about yourself and your health records.
2. You agree that you will NOT do any of the following: (i) engage in behavior that will put your personal information at unnecessary risk; (ii) use MSP Recovery for any illegal purposes; (iii) resell or make any commercial use of MSP Recovery; (iv) reverse engineer or decompile any technology associated with MSP Recovery; (v) use any robot, spider, webcrawler, scraper, deep link or similar automated extraction or data gathering mechanism, program or tool to access, copy or monitor MSP Recovery; (vi) post or transmit any file or email which contains viruses, worms, Trojan horses or any other damaging or destructive elements; or (vii) transfer or resell MSP Recovery or its Services

3. Consent to Recording. You consent to the recording of any electronic or written correspondence and any or all telephone conversations between you, MSP Recovery and any of our Affiliates in connection with this Agreement, MSP Recovery or the Services and agree and understand that recordings may be submitted in evidence in any legal proceeding relating to this Agreement.

XXII. CONFIDENTIALITY AND FEEDBACK

1. We always welcome your correspondence, feedback, comments, complaints and suggestions (collectively, “**Feedback**”) as this will help us improve our Services. You agree that all Feedback becomes our confidential information (“**Confidential Information**”). In addition, any of our trade secrets, computer software, product specifications as well as any non-public technical, financial or business information that we share with you is also our Confidential Information. You agree not to disclose or share any of our Confidential Information with any third party, including, without limitation, any members of the press or colleagues. Feedback may be submitted to info@MSPRecovery.com.

XXIII. OWNERSHIP, COPYRIGHT, AND TRADEMARK

1. You acknowledge and agree that the MSP Recovery is provided under license, and not sold, to you. You do not acquire any ownership interest in MSP Recovery under this Agreement, or any other rights thereto other than to use MSP Recovery in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. MSP Recovery and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the MSP Recovery, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

XXIV. OFF-WEBSITE LINKS

1. The third-party websites hyperlinked to or from MSP Recovery are not under the control of MSP Recovery. MSP Recovery has not reviewed any or all of the third-party websites hyperlinked to or from MSP Recovery. MSP Recovery does not make any representations or warranties regarding, and is not responsible for, the content or accuracy of any third-party websites hyperlinked to or from MSP Recovery. The products and services which can be accessed, purchased or obtained through such third-party websites are from persons or entities other than MSP Recovery. MSP Recovery does not make any representations or warranties of any kind, including warranty of merchantability or warranty of fitness for a particular purpose, with regard to such services and products. If you chose to hyperlink to or from any third-party website hyperlinked to or from MSP Recovery, then doing so shall be at your own risk and MSP Recovery recommends that

you carefully review such third-party websites' terms and conditions and security and privacy policies, as they may differ from those of MSP Recovery.

XXV. PROHIBITED JURISDICTIONS

1. MSP Recovery is based in the State of Florida in the United States. MSP Recovery provides the Services only for persons located in the United States. We make no claims that MSP Recovery or any of its Services are accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries.

XXVI. DISCLAIMER OF REPRESENTATION AND WARRANTY; DISCLAIMER OF LIABILITY

MSP RECOVERY IS PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, MSP RECOVERY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO MSP RECOVERY, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, MSP RECOVERY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT MSP RECOVERY WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. MSP RECOVERY, ITS LICENSORS AND AGENTS ASSUME NO RESPONSIBILITY FOR ERRORS OR OMISSIONS MADE BY YOU, OR ERRORS OR OMISSIONS IN THE CONTENT, INFORMATION OR OTHER DATA AND DOCUMENTS WHICH ARE REFERENCED BY, LINKED TO OR PROVIDED BY OR THROUGH THE SERVICES AND/OR THE WEBSITE.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MSP RECOVERY, ITS LICENSORS AND AGENTS WILL NOT BE LIABLE FOR THE ACCURACY OR RELIABILITY OF ANY DATA, INFORMATION OR CONTENT, FOR ANY SERVICE INTERRUPTIONS, OR FOR ANY FAILURE OR DELAY RESULTING FROM ANY ACTS OF FORCE MAJEURE OR ACTS THAT ARE OTHERWISE OUTSIDE OF MSP RECOVERY'S OR ITS LICENSORS' OR AGENTS' REASONABLE CONTROL, OR ANY INTERNET OR TELECOMMUNICATIONS FAILURE OR YOUR INABILITY TO ACCESS THE SERVICES OR THE WEBSITE. NOR CAN MSP RECOVERY OR ITS AFFILIATES, LICENSORS OR AGENTS GUARANTEE THE COMPLETE SECURITY OF THE SERVICES OR THE WEBSITE. YOU AGREE THAT ANY DOWNLOADS OF

CONTENT OR MATERIALS RELATED TO THE SERVICES OR THE WEBSITE IS DONE AT YOUR OWN RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER/SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF OR ACCESS TO ANY SUCH MATERIALS. IN ADDITION, WE CANNOT ALWAYS ANTICIPATE TECHNICAL OR OTHER DIFFICULTIES WITH THE SERVICES, EITHER PRESENTLY OR AS THEY EVOLVE; THE SERVICES MAY CONTAIN BUGS, ERRORS OR OTHER PROBLEMS, WHICH MAY RESULT IN LOSS OF DATA OR SETTINGS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. MSP RECOVERY SHALL NOT BE RESPONSIBLE FOR YOUR HEALTH AND OTHER HEALTH DECISIONS, DAMAGES, OR OTHER LOSSES RESULTING FROM USE OF MSP RECOVERY.

XXVII. ENDING YOUR RELATIONSHIP WITH MSP RECOVERY

This Agreement will continue to apply until terminated by either you or MSP Recovery as set out below. If you want to terminate your legal agreement with MSP Recovery, you may do so by closing your Account.

Please use the directions below to close your Account:

Email [info@MSP Recovery.com](mailto:info@MSPRecovery.com) from the email address associated with your Account, indicating “CANCEL” in the subject line of the message. After confirming you are the Account owner, we will remove your Account and login information from our records and will only continue to retain such information as we are required by law to retain.

We reserve the right to terminate our legal agreement with you (by providing an email notice of such termination): (i) if you have breached any provision of this Agreement (or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of this Agreement); (ii) if we believe we are required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); (iii) if we no longer offer any of the Services you utilize; (iv) if you no longer agree to the terms and conditions of this Agreement; or (v) for any other reason or no reason, in our sole and absolute discretion. The termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

XXVIII. LIMITATION OF TIME TO FILE CLAIMS

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR MSP RECOVERY MUST BE COMMENCED WITHIN

ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

XXIX. ARBITRATION

ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THE SERVICES, THIS AGREEMENT OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY THEREOF, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL BE DETERMINED BY BINDING ARBITRATION, RATHER THAN A COURT, IN MIAMI-DADE, COUNTY BEFORE A SOLE ARBITRATOR. THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO STREAMLINED ARBITRATION RULES AND PROCEDURES, AND THE ARBITRATOR SHALL APPLY THE LAWS APPLICABLE IN THE STATE OF FLORIDA. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION AS SPECIFIED ABOVE UNDER "GOVERNING LAW AND VENUE." THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING INJUNCTIONS OR OTHER FORMS OF EQUITABLE RELIEF OR PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION. YOU AGREE THAT ALL DISPUTES MUST BE BROUGHT IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. BY ENTERING INTO THIS AGREEMENT AND AGREEING TO ARBITRATION, YOU AGREE THAT YOU ARE WAIVING THE RIGHT TO FILE A LAWSUIT AND THE RIGHT TO A TRIAL BY JURY. IN ADDITION, YOU AGREE TO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR LITIGATE ON A CLASS-WIDE BASIS. YOU AGREE THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THESE RIGHTS. IN ANY ARBITRATION, THE ARBITRATOR MAY, IN THE AWARD, ALLOCATE ALL OR PART OF THE COSTS OF THE ARBITRATION, INCLUDING THE FEES OF THE ARBITRATOR AND THE REASONABLE ATTORNEYS' FEES OF THE PREVAILING PARTY AND SHALL DETERMINE THE PREVAILING PARTY FOR THIS PURPOSE. ANY ARBITRATION SHALL REMAIN CONFIDENTIAL.

XXX. CHANGE OF TERMS

1. We may revise this Agreement at any time, and therefore we suggest that you check this Agreement from time to time. We may notify you of any changes at the e-mail address associated with your Account and you agree to accept email communications, links to and/or our posting of any revised Agreement on our Dashboard, and you agree that any of these means of our communicating a change in the Agreement constitutes adequate notice to you. Your continued access or use of the Dashboard or any of the Services provided by MSP Recovery indicates your agreement to be bound by any such revisions.

XXXI. INDEMNIFICATION

1. You agree to indemnify, defend, and hold harmless MSP Recovery and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of MSP Recovery or your breach of this Agreement, including but not limited to the content you submit or make available.
2. In the event that there are third party claims against you for which you properly seek damages from us under this Agreement, or we are subject to any claim for which we have the right to be indemnified by you, we reserve the right at our expense in the case of claims by third parties against you, and at your expense in the case of claims for which we have the right to be indemnified by you, to assume the exclusive defense and control of any such claim, and you agree that in any event no such claim can be settled without our written consent.

XXXII. NOT A HEALTH ADVISOR OR EXPERT

1. MSP Recovery does not offer health advice. Before making health decisions, we recommend that you contact a health provider.

XXXIII. WAIVER AND SEVERABILITY

1. We do not waive our rights by delaying or failing to exercise them at anytime. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected.

XXXIV. SECTION HEADINGS

1. Section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any provision of this Agreement.

XXXV. ENGLISH LANGUAGE CONTROLS

1. Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

XXXVI. ENTIRE AGREEMENT

1. The Agreement, including the separate HIPAA Privacy Policy and any other documents referred to herein, represents the entire understanding between you and MSP Recovery regarding the Services (as defined herein) and the subject matter hereof and supersedes any prior statements or representations. In the event of a conflict between the terms of this Agreement and the terms of an exhibit, amendment, schedule, addendum or disclosure, the terms of the exhibit, amendment, schedule, addendum, or disclosure shall prevail but, solely as to the subject matter herein.