

## HCA Inspire Mobile Application Terms of Use and Privacy Practices

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“Company” refers to HCA Healthcare, Inc. and its affiliated entities, including direct and indirect subsidiaries and partnerships, joint ventures and other entities in which subsidiaries have an ownership interest. “Colleagues” refers to persons employed by any Company entity. “Digital Media” refers to any and all digital technology, platform and/or practice (both now existing or existing in the future) that enables people to use, create, share, or otherwise interact or engage with content, individuals, communities, opinions, insights, and/or conversations over the internet.

1. Introduction and Acceptance. HCA Inspire (the “App” or “HCA Inspire”) is a way to communicate with colleagues using social media-like feeds and receive important unit, facility, division and enterprise communication. HCA Inspire empowers colleague growth, invites colleague collaboration, and celebrates colleagues. HCA Management Services, L.P. (“HCA”, “we”, “us”, or “our”) provides the App to you, the user of HCA Inspire, (“you” or “your”), and subject to the following Terms of Use (these “Terms”).

BY CLICKING “I AGREE,” YOU ACKNOWLEDGE THAT YOU HAVE READ, ACCEPTED, AND AGREED TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS, CLICK ON THE “CANCEL” BUTTON. IF YOU CLICK ON THE “I DECLINE” BUTTON, YOU SHALL NOT BE ABLE TO USE OR RECEIVE THE BENEFIT OF THE APP.

We may modify these Terms at any time and from time to time in our sole discretion. We will use reasonable means to notify you in writing prior to any such changes taking effect. Despite notice in some cases, you should regularly review these Terms carefully in order to make sure that you are aware of the most current terms and conditions for the use of the App, because any use of the App by you after any change to these Terms, whether or not you have reviewed the updated Terms, constitutes your acceptance of these Terms as updated.

2. HCA Healthcare Internal and External Digital Media Guidelines. HCA Inspire is a company sponsored digital media platform and by participating, you are agreeing to adhere to company policies outlined in the HCA Healthcare Digital Media Guidelines. The HCA Healthcare Digital Media Guidelines can be viewed at <https://hcahealthcare.com/about/digital-media-guidelines.dot>. Any possible, actual, or perceived violations of the Guidelines should be reported there.

3. License. Use of the App is limited to persons 18 years of age or older and who are our current employees or individual independent subcontractors ("Personnel"). These Terms governs the access and use of the App. Subject to your compliance with these Terms, we hereby grant you a limited license to access and make informational use of the App, but not to modify it, or any portion of it, except with our express written consent or as expressly allowed through the App. The App also may contain text, pictures, graphics, logos, button items, images, works of authorship, and other content (collectively, the "Content"). The license granted in this Section 2 does not include any resale of the App or Content; any derivative use of the App or Content; or any use of data mining, robots, or similar data gathering and extraction tools. You may only use the App in accordance with these Terms and in a manner consistent with all applicable local, state, national and international laws and regulations. We (or the respective third party owners of Content) reserve all rights not expressly granted. Any unauthorized use automatically terminates the permission or license we grant you.

#### 4. The App, Our Policy Regarding Your Privacy, and your California Privacy Rights.

a. Your Personnel Agreements. This App is provided to you as a convenience, through your position as an employee or independent subcontractor of HCA Healthcare. These Terms are subject to the agreements you have signed or otherwise agreed or will sign or otherwise agree to as Personnel of HCA, including without limitation our company policies, employee and subcontractor handbooks, and Code of Conduct ("Personnel Agreements"). To the extent that this Section 3 conflicts with the terms of your applicable Personnel Agreements, the terms of your Personnel Agreements will control.

b. Data Ownership. Except as prohibited by law or as otherwise set forth in your Personnel

Agreements, you hereby grant to us all right, title, and interest to the information you upload, enter, submit, generate, or create to or through the App and all Material (as defined below in Section 8).

c. Information Collected. We collect information about you and your use of the App several different ways. The information we may obtain from the App includes, without limitation: (i) the content of any posts or other information; and (ii) other aggregated information about your use of the App and any other corresponding software. We also collect certain information about you that may be used to identify you ("Personally Identifiable Information"), including your IP address and your electronic device number. The categories of Personally Identifiable Information we may collect include identifying information, network activity information, contact information, and employment history. We collect information about you when you directly submit it to or through the App or otherwise provide it to us and through automatic means (for example, we collect your IP address and device electronic number through automatic means).

d. Information Obtained from Other HCA Systems. In addition to information collected pursuant to subsection (c), the App may provide you with the ability to access, view, and update Personally Identifiable Information obtained through connections between the App and other HCA systems ("Internal Data"). This Internal Data is subject to your Personnel Agreements, which govern the collection, access, and use of data collected or obtained through your position as an employee or independent subcontractor of HCA Healthcare.

e. Use and Sharing of Information about You. You agree that we can, subject to applicable law and your Personnel Agreements, use any of this information we collect, and provide such information to our Affiliates and our third party service providers, to: (i) provide the App to you; (ii) communicate with you about your Account; (iii) analyze your use of the App, and combine with and compare to data gathered from other App users in order to be able to determine aggregate product usage; (iv) evaluate and improve the App; (v) enforce these Terms with you or others; (vi) prevent fraud or misuse of the App; (vii) comply with the law and any and all legal requirements, including valid court orders; (viii) protect the rights, property, or safety of you or others; (ix) offer you new or additional products or services; or (x) perform market research. This list is not meant to be exhaustive. You further understand and agree that we may transfer your information to our Affiliates located in a jurisdiction other than the location or jurisdiction in which it was originally collected, and you consent to such transfer and to use of such information by our Affiliates in their applicable locations and jurisdictions, in accordance with these Terms. Our Affiliates and third party service providers will protect any information about you that we share with them with the same or a reasonably equivalent level of protection as set forth in these Terms.

f. What Do We do to Safeguard Your Information?. We implement and maintain reasonable technical, physical, and administrative safeguards designed to protect the security and confidentiality of your information in our possession from theft, loss, misuse, improper distribution, or alteration. Because the App is provided through an internet connection and although we take reasonable security precautions to protect the information you upload, we cannot promise or guarantee that your communications will not be intercepted by others. You agree that we will not be liable for any damages for any loss of privacy occurring in communication over such networks.

g. Your Choices Regarding your Information. Except as required by applicable law or as set forth in your Personnel Agreements, and subject to Section 3(g) below for California residents, we retain your information in accordance with our internal data retention policies, however, we may retain your information for as long as necessary for us to carry out our business and employment purposes. You may delete your information from the App through App's features and functionality, however, we may still retain copies of that information except as described in Section 3(g) below for information about California residents. If you no longer want us to collect additional information about you, you must stop using the App.

h. Your California Privacy Rights. California residents are entitled to information about our practices regarding the sale, use, and sharing of Personally Identifiable Information. We do not sell your Personally Identifiable Information and if at any time we begin selling Personally Identifiable Information, we will update these Terms and provide notice to you as required by applicable law. California Civil Code Section § 1798.83 permits users of our App that are California residents to request certain information regarding our disclosure of Personally Identifiable Information to third parties for their direct marketing purposes, however, as of now we do not disclose Personally Identifiable Information for direct marketing purposes. California residents may also request, after we have verified your identity, (i) the Personally Identifiable Information we have collected about you, (ii) the categories of Personally Identifiable Information we have collected from you and that we share for our business purposes, (iii) the third parties with who we share your Personally Identifiable Information, (iv) our commercial purpose for collecting the Personally Identifiable Information, and (v) the categories of sources from which we collected your Personally Identifiable Information. California residents may request, free of any charge (unless we are allowed by law to charge a fee), the Personally Identifiable Information we have collected from you through your account with us or, if you do not have an account with us, electronically or by mail at your option. Please note that California law prohibits us from discriminating against you if you exercise your rights under this Section titled “Your California Privacy Rights”.

You may also request that we and our service providers delete your Personally Identifiable Information, provided that we are not required by California law to delete your Personally Identifiable Information under certain situations, such as: (A) your Personally Identifiable Information is necessary for us to provide you with goods or services you have requested or we reasonably anticipate you to request (for example, an on-going monthly subscription you have not cancelled) or as necessary to perform a contract between you and us, (B) your Personally Identifiable Information is necessary for us to protect against malicious or illegal activity, (C) your Personally Identifiable Information is necessary for us to identify and repair errors with our existing functionalities, (D) we use your Personally Identifiable information solely for internal uses that are reasonably aligned with your expectations based on your relationship with us, (E) your Personally Identifiable Information is necessary for us to comply with a legal obligation, or (F) we otherwise use your Personally Identifiable Information lawfully and in a manner that is compatible with the context in which you provided your Personally Identifiable Information.

To make a request to receive the information described in this Section, please send us an email [CORP.PersonalInformationRequest@HCAHealthcare.com](mailto:CORP.PersonalInformationRequest@HCAHealthcare.com) or write us at: One Park Plaza, Nashville, TN 37203. HCA maintains certain policies about the California privacy rights. To the extent that any provision of the HCA Inspire Mobile Application Terms of Use and Privacy Practices conflict with such policies, the policies shall control.

## 5. Prohibited Activities.

a. General Prohibitions. You are not allowed to use the App in any way that is unlawful, harmful to or interferes with use of our network or systems, or the network of any other provider, interferes with the use or enjoyment of services received by others, infringes intellectual property rights, results in the publication of threatening or offensive material, or constitutes Spam/E-mail/Usenet abuse, a security risk or a violation of privacy. Failure to adhere to the rules, guidelines, or agreements applicable to search engines, subscription Web services, chat areas, bulletin boards, Web pages, usenet, applications, or other services that are accessed via a link from the App is a violation of these Terms.

b. Unlawful Activities. You are not allowed to use the App in connection with any criminal, civil, or administrative violation of any applicable local, state, provincial, federal, national or international law, treaty, court order, ordinance, regulation or administrative rule.

c. Violation of Intellectual Property Rights. You are not allowed to use the App to publish, submit/receive, upload/download, post, use, copy or otherwise reproduce, transmit, retransmit, distribute or store any content/material or to engage in any activity that infringes, misappropriates or otherwise violates the intellectual property rights or privacy or publicity rights of HCA or any individual, group or entity, including but not limited to any rights protected by any copyright, patent, trademark laws, trade secret, trade dress, right of privacy, right of publicity, moral rights or other intellectual property right now known or later recognized by statute, judicial decision or regulation.

d. Threatening Material or Content. You are not allowed to use the App to host, post, transmit, or retransmit any content or material (or to create a domain name or operate from a domain name), that harasses, or threatens the health or safety of others. In addition, we reserve the right to prohibit you from using the App if we determine that the content you post is obscene, indecent, hateful, malicious, racist, defamatory, fraudulent, libelous, treasonous, violent, or promotes the use of violence or otherwise harmful to others.

e. Child Pornography. You are not allowed to use the App to publish, submit/receive, upload/download, post, use, copy or otherwise produce, transmit, distribute or store child pornography. Suspected violations of this prohibition may be reported to us at the following e-mail address: [privacy@hcahealthcare.com](mailto:privacy@hcahealthcare.com). We will report any discovered violation of this prohibition to the National Center for Missing and Exploited Children and take steps to remove child pornography (or otherwise block access to the content determined to contain child pornography) from its servers.

6. Spam/E-mail/Usenet Abuse. You may not use the App in violation of the CAN-SPAM Act of 2003, or any other applicable law regulating e-mail services. You are not allowed to use the

App for any Spam/E-mail or Usenet abuse. Examples of “Spam/E-mail or Usenet” abuse include, but are not limited to, the following activities:

- Sending unsolicited commercial e-mail, or unsolicited electronic messages directed primarily at the advertising or promotion of products or services;
- Sending unsolicited electronic messages with petitions for signatures or requests for charitable donations, or sending any chain mail related materials;
- Sending messages that are harassing or malicious, or otherwise could reasonably be predicted to interfere with another party’s quiet enjoyment of the App or the Internet (e.g., through language, frequency, size or otherwise);
- Using, distributing, advertising, transmitting, or otherwise making available any software program, product, or service that is designed to violate these Terms or the terms and conditions of any Internet service provider, including, but not limited to, the facilitation of the means to spam; and
- Repeatedly posting a message forums or groups, that could reasonably be expected to generate complaints.

7. Security Violations. You are responsible for ensuring and maintaining security of your systems and the devices that connect to and use the App, including implementation of necessary patches and operating system updates. You are not allowed to use the App to interfere with, gain unauthorized access to, or otherwise violate the security of our (or another party's) server, network, network access, personal computer or mobile devices, software or data, or other system, or to attempt to do any of the foregoing. Examples of system or network security violations include, but are not limited to:

- Unauthorized monitoring, scanning or probing of network or system or any other action aimed at the unauthorized interception of data or harvesting of e-mail addresses or other contact information;
- Hacking, attacking, gaining access to, breaching, circumventing or testing the vulnerability of the user authentication or security of any host, network, server, personal computer, network access and control devices, software or data without express authorization of the owner of the system or network;

- Impersonating others or secretly or deceptively obtaining personal information of third parties (phishing, etc.);
- Using any program, file, script, command or transmission of any message or content of any kind, designed to interfere with a terminal session, the access to or use of the Internet or any other means of communication;
- Distributing or using tools designed to compromise security (including but not limited to SNMP tools), including cracking tools, password guessing programs, packet sniffers or network probing tools (except in the case of authorized legitimate network security operations);
- Knowingly uploading or distributing files that contain viruses, spyware, Trojan horses, worms, time bombs, cancel bots, corrupted files, root kits or any other similar software or programs that may damage the operation of another's computer, network system or other property, or be used to engage in modem or system hi-jacking;
- Engaging in the transmission of pirated software or other pirated content;
- Using any software or device designed to defeat system time-out limits or to allow your account to stay logged on while you are not actively using the App or using such account for the purpose of operating a server of any type;
- Using manual or automated means to avoid any use limitations placed on the App;
- Providing guidance, information or assistance with respect to causing damage or security breach to our network or systems, or to the network of any other provider; and
- Failure to take reasonable security precautions to help prevent violation(s) of these Terms.

8. Access, and Security. We reserve the right to take any action that we deem necessary to ensure the security of the App and the account that you use to access the App (your "Account"), including without limitation changing your password, terminating your Account, or requesting additional information to authorize activity on your Account. You are solely responsible for keeping any login credentials associated with your Account (your "Account Data") confidential. Anyone with knowledge of or access

to your Account Data can use that information to gain access to your Account. You are solely liable for any claims, damages, losses, costs, or other liabilities resulting from or caused by any failure to keep your Account Data and the security questions and responses confidential, whether such failure occurs with or without your knowledge or consent. You will immediately notify us of any suspected or actual unauthorized access to or use of your Account Data or any other breach of your Account security.

9. Content you Post and Responsible Use of the App. If you post or submit any reviews, comments, posts, photos, statements, ideas, questions, or other content (collectively, the “Materials”) to the App, you acknowledge and agree that all such Content shall comply with these Terms and you may not use any fake e-mail address or impersonate any other person or entity or otherwise mislead as to the origin of the Materials. Unless we indicate otherwise, you grant us all right, title, and interest to the Materials on any media and in any form. If you provide any names or user names in connection with such Materials, you grant us all right, title, and interest to that name or user name. We have the right (but not the obligation) to edit or delete your Materials and to terminate your use of the App without notice in our sole discretion if you violate these Terms or your Materials are inaccurate or otherwise objectionable. You represent and warrant that all Materials you submit to the App or to us are accurate, truthful, and non-deceptive and that all Materials have evidence to back up the claims made. You further represent and warrant that you own or otherwise control all of the proprietary rights to the Materials that you submit or post to the App and that you will indemnify us for all claims resulting from any Materials you submit to us or post to or through the App. You remain solely and fully responsible for the content of any Materials posted, hosted, downloaded/uploaded, created, accessed, or transmitted using the App. You are responsible for taking prompt corrective action(s) to remedy a violation of these Terms and to help prevent similar future violations.

This App is CLOSED, only you and App members can see posts through the App; however your choice to post personal data and images of yourself is at your own risk and discretion – please be considerate and careful of what you post. Professional, respectful, and relevant interaction, discussion, commentary, and questions, including criticism, in posts and comments are welcome. Personal attacks, unprofessional conduct, profanity, abusive language, racism, impersonation of another person, descriptions or images of self-harm, reposting Content (a.k.a. spamming), and excessive posting will not be tolerated. You agree to not allow any other person or entity to use your identification for posting or viewing comments. You shall not post advertisements or solicitations of business, commercial messages, promotions, contests, chain letters, or pyramid schemes on the Group. You shall not re-post Content from the App to publicly available portions of Facebook or other public media without our written permission and all other App members who contributed to the Content. You agree not to post any Materials that include or incorporate the personal health information (PHI), including patient information and/or images, of patients that separately or together could identify the patient.

10. Links. Links to third party websites by the App may be provided solely as a convenience. If you use these third party links, you will leave our App. We are not responsible for such third party websites, nor do we control such websites. We also do not claim to have reviewed these third party websites or any



associated content. As such, we are not responsible for any of these websites or their content. We are not responsible for any charges or fees associated with financial transactions that may occur on or through a third party website. Moreover, we do not endorse or make any representations about any of the websites for which links are provided, or any information, software or other products or materials made available by such third party websites, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to by our App, you do so entirely at your own risk. The mention of specific products, processes, or services within App does not constitute or imply a recommendation or endorsement under any circumstances.

11. Feedback. If you send or submit to us creative ideas, suggestions, inventions, or materials ("Feedback"), through the feedback features provided within the App or otherwise, we will: (a) own, exclusively, all now known or later discovered rights to the Feedback; (b) not be subject to any obligation of confidentiality and we will not be liable for any use or disclosure of any Feedback; and (c) be entitled to unrestricted use of the Feedback for any purpose whatsoever, commercial or otherwise, without compensation or any payment to you or any other person for using the Feedback.

12. Connection Requirements. You are responsible for providing and maintaining, at your own risk, option, and expense, any hardware, software, and communication lines required to access and use the App, and we reserve the right to change the access configuration of the App at any time without prior notice.

13. Responsibility for Equipment. Use of the App will require a smartphone. Unless otherwise agreed in writing between the parties, all equipment is provided solely by the users of the App. 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 App.

14. Third Party Carriers and Costs. The App 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 App 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 App 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 App. 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 App.

15. No Warranties on Equipment, Information, or App. Neither we, our service providers, nor any third party beneficiary makes ANY WARRANTIES, EXPRESS OR IMPLIED, about the App (including the Content or other information delivered to you as part of the App). In addition, we do not promise uninterrupted

or problem-free service, and does not promise that the data or information provided to you will be error free. THE APP AND ALL DATA AND INFORMATION OR RELATED SERVICES ARE PROVIDED TO YOU ON AN "AS IS" BASIS. NEITHER WE, NOR ANY OF OUR SERVICE PROVIDERS, MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE APP OR ABOUT ANY DATA OR INFORMATION OR APP OR RELATED SERVICES PROVIDED TO YOU. THIS MEANS, AMONG OTHER THINGS, NO WARRANTIES OF CONTENT, QUALITY, ACCURACY, TIMELINESS, COMPLETENESS, CORRECTNESS, RELIABILITY, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED BY THESE TERMS.

16. Limitations of Liability. YOU AND WE ARE EACH WAIVING IMPORTANT RIGHTS. UNLESS FORBIDDEN BY LAW IN A PARTICULAR INSTANCE, WE EACH AGREE AS FOLLOWS:

a. WE ARE NOT LIABLE TO YOU, AND YOU AGREE TO RELEASE US, OUR AFFILIATES (AS DEFINED HEREIN), OUR SERVICE PROVIDERS, AND ANY THIRD PARTY BENEFICIARY AND ALL OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND REPRESENTATIVES FROM ALL CLAIMS, LIABILITIES AND LOSSES ARISING FROM, IN CONNECTION WITH OR RELATED TO (i) ANY INJURIES TO PERSONS OR PROPERTY ARISING OUT OF OR RELATING TO YOUR USE OF THE APP, OR (ii) ANY DAMAGES ARISING OUT OF OR RELATING TO THE INSTALLATION, REPAIR, OR MAINTENANCE OF THE APP OR ANY EQUIPMENT USED IN CONJUNCTION WITH THE APP EVEN IF CAUSED BY OUR NEGLIGENCE OR MALFUNCTION OF THE APP. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS HCA, OUR AFFILIATES, AND OUR SERVICE PROVIDERS AGAINST ALL SUCH CLAIMS, LIABILITIES, AND LOSSES BROUGHT BY THIRD PARTIES.

b. OUR MAXIMUM LIABILITY TO YOU UNDER ANY THEORY OR CLAIM (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, CONSUMER PROTECTION, RIGHT OF PRIVACY, OR PRODUCTS LIABILITY) IS LIMITED TO THE LESSER OF THE AMOUNT YOU PAID FOR THE APP OR FIVE DOLLARS (\$5.00). SUCH AMOUNT IS THE SOLE AND EXCLUSIVE LIABILITY OF HCA TO YOU, AND IS PAYABLE AS LIQUIDATED DAMAGES AND NOT AS A PENALTY.

c. EXCEPT FOR (i) A BREACH BY YOU OF SECTION 18 (TRADEMARKS) OR (ii) YOUR INDEMNITY OBLIGATIONS SET FORTH IN THESE TERMS, NEITHER YOU NOR WE CAN RECOVER PUNITIVE DAMAGES, TREBLE, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR SPECIAL DAMAGES, LOST PROFITS, DAMAGES FOR LOST OR DAMAGED DATA, OR ATTORNEY'S FEES. YOU CANNOT RECOVER THESE TYPES OF

DAMAGES OR FEES FROM ANY OF OUR SERVICE PROVIDERS THAT ARE PART OF OR RELATE TO THE APP EITHER. YOU AND WE AGREE NOT TO MAKE, AND TO WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIM FOR DAMAGES OTHER THAN DIRECT, COMPENSATORY DAMAGES AS LIMITED IN THESE TERMS.

d. YOU AGREE THAT NEITHER WE, NOR ANY SERVICE PROVIDER WHO SENDS YOU DATA OR INFORMATION THROUGH US, IS LIABLE FOR ANY ERRORS, DEFECTS, PROBLEMS, OR MISTAKES IN THAT DATA OR INFORMATION.

e. You agree that the limitations of liability and indemnities in these Terms will survive even after the Terms have ended. These limitations of liability apply not only to you, but also to anyone making a claim on your behalf, and to any claims made by your family or others arising out of or relating to the App.

f. Some states do not allow an exclusion or limitation of incidental or consequential damages or certain other damages, so some of the limitations above may not apply in some situations.

17. Our Right to Terminate or Suspend Your Use of the App. We may terminate your use of the App without cause and without notice. This means that we can decide to cease providing the App to you at any time and for any reason, even for reasons unrelated to you or your account with us. You do not have any right to have the App reactivated, even if you cure any of the problems, if any, leading to us terminating your use of the App. Whether we allow you to have access to or use of the App again is entirely up to us. We can suspend your use of the App for any reason. We can also suspend your use of the App for network or system maintenance or improvement, or if there is network congestion, or if we suspect your App or any related services are being used for any purpose that would allow us to terminate your use of the App.

18. Force Majeure. We will not be responsible for the failure to provide the App to you if caused by any of the following: (a) any act or omission of any wireless carrier (including interruption of cellular service), any emergency agency or any other third-party service or product provider; (b) equipment failures or shortages; (c) any land or wireless communications networks; (d) acts of nature, labor strikes or war; or (e) any other act or event that is outside of our reasonable control. UNDER ANY OF THESE CIRCUMSTANCES, WE MAY AT OUR OPTION SUSPEND OR TERMINATE ALL OR SOME OF THE APP OR TERMINATE THESE TERMS WITHOUT PRIOR NOTICE TO YOU AND WITHOUT ANY LIABILITY. MOREOVER, YOU WILL NOT BE ENTITLED TO A REFUND OR CREDIT OF ANY KIND.

19. Trademarks. All of our or our Affiliates' trademarks, service marks, and trade names ("Trademarks") are trademarks or registered trademarks that belong to us or our Affiliates, unless stated otherwise. You may not use or display the Trademarks for any purpose, including but not limited to, in advertising or publicity pertaining to distribution of materials via the App, without our prior written consent. Any other trademarks appearing on third party websites linked to by the App are the property of the respective owners or operators of those third party websites.

20. The Law that Governs our Relationship. To the fullest extent permitted by law, and except as explicitly provided otherwise, these Terms and any disputes arising out of or relating to it will be governed by the laws of the State of Tennessee without regard to its conflict of law principles, and by any applicable tariffs, wherever filed.

21. Notices and How We Communicate with Each Other. Any written notice from you required by these Terms will be considered given when we receive it at our address: One Park Plaza, Nashville, TN 37203. Any written notice from us required by these Terms will be considered given when we provide it to you through the App.

22. Who Else these Terms Cover?. Our service providers and our Affiliates are intended beneficiaries of these Terms. For the purposes of these Terms, "Affiliates" means with respect to any entity, any other entity Controlling, Controlled by or under common Control with such entity. "Control" or any derivative thereof means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity whether through ownership of voting securities, by contract, or otherwise.

23. We Can Assign these Terms. We can assign these Terms in whole or in part to anyone we choose. You may not assign these Terms or your obligations to anyone else without our prior written consent.

24. App Store Terms of Use. The following terms apply to any application accessed through or downloaded from any app store or distribution platform (like the Apple App Store or Google Play) where the App may now or in the future be made available (each an "App Provider"). You acknowledge and agree that:

a. These Terms are concluded between you and HCA, and not with the App Provider, and that HCA (not the App Provider, to the extent the App Provider is not HCA), is solely responsible for the App.

b. Unless expressly stated otherwise in writing by the App Provider, the App Provider has no obligation to furnish any maintenance and support services with respect to the App.

c. To the extent the App Provider is not HCA, you may notify the App Provider in the event of any failure of the App to conform to any applicable warranty, and the App Provider will refund the purchase price, if any, for the App to you (if applicable) and to the maximum extent permitted by applicable law, the App Provider will have no other warranty obligation whatsoever with respect to the App. To the extent that HCA is not the App Provider, any claims, losses, liabilities, damages, costs, or expenses other than

the purchase price attributable to any failure to conform to any warranty will be the sole responsibility of HCA in accordance with the applicable terms of these Terms.

d. To the extent the App Provider is not HCA, the App Provider is not responsible for addressing any claims you have or any claims of any third party relating to the App or your possession and use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under applicable consumer protection or similar legislation.

e. To the extent the App Provider is not HCA, in the event of any third party claim that the App or your possession and use of that App infringes that third party's intellectual property rights, HCA will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms.

f. To the extent the App Provider is not HCA, the App Provider, and its subsidiaries, are third party beneficiaries of these Terms as related to your license of the App, and that, upon your acceptance of the terms and conditions of these Terms, the App Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the App against you as a third party beneficiary thereof.

g. You must also comply with all applicable third party terms of service when using the App.

25. Amendments; Enforcement; Waiver. These Terms not be amended except in a writing signed by us. Amendments for which we post to the App will be deemed a writing signed by us. If any part of these Terms is considered invalid by a court having jurisdiction, the rest of it will remain enforceable to the full extent permitted by such court. Even after these Terms have ended, their provisions will govern any disputes arising out of or relating to it (unless it has been replaced by a new agreement between us). It will also be binding on your heirs and successors and on our successors. No waiver of any part of these Terms, or of any breach of it, in any one instance will require us to waive any other instance or breach.

26. Incident Reporting. Any complaints regarding violation of these Terms by another user should be directed to [privacy@hcahealthcare.com](mailto:privacy@hcahealthcare.com). Where possible, please include details that would assist us in investigating and resolving such complaint (e.g. expanded headers, IP address(s), a copy of the offending transmission, and any log files).

27. Contact Information. Any notification that we send to you pursuant to these Terms will be sent via e-mail to the e-mail address we have on file for you, or may be in writing to your address of record. It is your responsibility to promptly notify us of any change of contact information.

By continuing with the account registration process, I hereby irrevocably consent to the use of my photograph/video/audio recording by HCA Management Services, L.P., and its affiliates (collectively, "HCA"), and grant to HCA royalty-free permission to utilize, without payment of any royalty or other compensation, photographs, video, and audio of myself, my picture, name, image, voice, likeness, and biographical material about me (collectively, the "Materials"), in any and all manner and media, whether alone or coupled together with other material, throughout the world in perpetuity, for advertising, publicity, commercial, or other business purposes. I agree that the Materials may be edited in the sole discretion of HCA and that HCA is under no obligation to use the Materials. I understand that the terms "photograph" and "video," as used herein, encompasses still photographs, digital images, digital video, digital audio, and any other method to reproduce or edit my name, voice, likeness, and/or image, whether now known or hereafter developed.

I hereby represent and warrant that I have not given any other person, entity or firm the exclusive right to use my name, image, voice, likeness, or photograph, and that by agree to this document I am not in breach of any other agreement to which I am a party.

I expressly understand and agree that the Materials and all results and proceeds derived therefrom, shall be the sole and absolute property of HCA for any and all purposes whatsoever in perpetuity, free and clear of all claims whatsoever by me and/or on my behalf. I hereby forever release and discharge HCA, and its respective members, officers, employees, and customers, from any and all claims, demand, actions, liabilities, and damages whatsoever arising out of and/or attributable to the use of the Materials.

This consent supersedes all prior agreements, if any, between the parties hereto with respect to the subject matter contained herein.