

## ONA HEALTH SOLUTIONS INC.

### Terms of Use

Last Modified: 2nd January 2025

#### Acceptance of the Terms of Use

These terms of use are entered into by and between you and ONA HEALTH SOLUTIONS INC. (“*Ona Health*”, “*Company*,” “*we*,” or “*us*”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, “**Terms of Use**” or “**Terms**”), govern your access to and use of <https://ona.health> including any content, functionality, and services offered on or through <https://ona.health> and any other websites, sub websites and sub domains that we may later own or operate (each a “**Website**” and collectively the “**Websites**”), the downloadable application (the “**Application**” or “**App**”); all services, features, content and other products provided by Company through the Websites or App (collectively “**Service**” or “**Services**”) whether provided by us or our affiliates, whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Services. **By clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our [Privacy Policy](#) incorporated herein by reference.**

The Services are offered and available to users who are 16 years of age or older (including in California or the European Union). By using the Services, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Services.

**ARBITRATION NOTICE:** BY ACCEPTING THESE TERMS, YOU ACKNOWLEDGE AND AGREE THAT THESE TERMS WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION SOLELY ON AN INDIVIDUAL BASIS, AND NOT AS PART OF A CLASS, REPRESENTATIVE OR CONSOLIDATED ACTION.

#### About Ona Health

Ona Health is an AI-driven health expert specializing in female hormonal health. We unify period tracking, symptom logging, lab-test interpretation (hormonal and blood), and dietary advice in a single user profile. We leverage this data to suggest possible health conditions and outline steps to relieve menstrual-health problems such as polycystic ovary syndrome (PCOS), endometriosis, painful periods, and insulin resistance.

The information stored in the user profile enables our AI agent to identify potential hormonal health and general health issues. We rely on the latest research, which treats menstrual and cycle health as a vital sign—a reflection of overall well-being. Through our AI chat, users can ask general cycle questions or request a full assessment that simulates a visit to a clinical nutritionist or naturopathic doctor, evaluates every aspect of their health, and delivers actionable recommendations with a timeline.

### **Services do not Constitute Medical Advice**

ONA HEALTH IS NOT A LICENSED MEDICAL CARE PROVIDER AND THE CONTENT, PRODUCTS AND SERVICES PROVIDED ON THE APP OR THROUGH ANY OTHER SERVICES ARE NOT INTENDED TO CONSTITUTE OR REPLACE PROFESSIONAL MEDICAL ADVICE OR DIAGNOSE, TREAT OR MANAGE ANY ILLNESS OR MEDICAL OR HEALTH CONDITION. YOU SHOULD ALWAYS CONSULT WITH A LICENSED PHYSICIAN OR OTHER QUALIFIED HEALTHCARE PROVIDER BEFORE MAKING ANY DECISIONS OR TAKING ANY ACTIONS THAT MAY AFFECT YOUR HEALTH AND SAFETY OR THAT OF YOUR FAMILY OR FETUS. DO NOT DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ IN CONNECTION WITH THE SERVICES. ALWAYS CONSULT WITH YOUR HEALTHCARE PROFESSIONAL IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT YOUR HEALTH OR CONDITION, OR EXPERIENCE ANY CHANGES IN YOUR CONDITION OR HEALTH STATUS. IF YOU THINK YOU HAVE A MEDICAL EMERGENCY, CALL EMERGENCY SERVICES OR GO TO THE NEAREST OPEN EMERGENCY ROOM IMMEDIATELY.

IN ADDITION TO ANY OTHER DISCLAIMERS CONTAINED IN THESE TERMS, WE HEREBY DISCLAIM LIABILITY FOR ANY ERRORS OR OMISSIONS, OR FOR UNINTENDED TECHNICAL INACCURACIES, OR TYPOGRAPHICAL ERRORS IN THE SERVICES, AS WELL AS ANY VIOLATION OF ANY ETHICAL OR MORAL STANDARDS APPLICABLE IN YOUR COMMUNITY TO SEXUAL EDUCATION AND RELATED MATERIALS.

### **Wellness Consultations and Advice.**

The Services may include wellness consultations, assessments, or sessions with wellness coaches, nutritionists, or naturopathic consultants (collectively, "Wellness Consultants"). You acknowledge and agree that:

**Nature of Services:** All advice provided through these consultations is for educational, motivational, and wellness-support purposes only and does not constitute the practice of medicine.

**No Doctor-Patient Relationship:** Use of the Services or participation in a wellness consultation does not create a doctor-patient or any other professional healthcare relationship between you and Ona Health or its Wellness Consultants.

**Scope of Advice:** Wellness advice is limited to recommendations regarding lifestyle, nutrition, habits, and general hormonal health support.

**Lab and Data Insights:** Any insights provided regarding lab tests or health metrics are intended to help you understand your wellness data and are not clinical diagnoses or medical interpretations.

**Consult Your Physician:** You are advised to seek the advice of a licensed physician or other qualified health provider with any questions you may have regarding a medical condition

### **Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Services thereafter. However, any changes to the dispute resolution provisions set out in the Dispute Resolution provision below will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Services.

Your continued use of the Services following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time/frequently/each time you access the Services, so you are aware of any changes, as they are binding on you.

### **Accessing the Services and Account Security**

We reserve the right to withdraw or modify the Services, and any service or material we provide through the Services, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Services are unavailable at any time or for any period. From time to time, we may restrict user access, including registered user access, to some parts or all of the Services.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Services.
- Ensuring that all persons who access the Services through your internet connection are aware of these Terms of Use and comply with them.

To access the Services or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Services that all the information you provide on the Services is correct, current, and complete. You agree that all information you provide to register with for any of our Services or otherwise, including, but not limited to, through the use of any interactive features on the Services, is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Services or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time [in our sole discretion for any or no reason, including] if, in our opinion, you have violated any provision of these Terms of Use.

## **Intellectual Property Rights**

The Services and entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) and Output (as defined below) are owned by the Company, its licensors, or other providers of such material and are protected by the United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Services for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Websites and/or App, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Services or any services or materials available through the Services.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Services in breach of the Terms of Use, your right to use the Services will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Services or any content on the Services is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Services not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

## **Trademarks**

The Company name, the terms, the Company trademarks, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or

licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on displayed on our Services are the trademarks of their respective owners.

### **Prohibited Uses**

You may use the Services only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Services:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm the Company or users of the Services, or expose them to liability.

Additionally, you agree not to:

- Use the Services in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Services, including their ability to engage in real time activities through the Services.
- Use any robot, spider, or other automatic device, process, or means to access the Services for any purpose, including monitoring or copying any of the material on the Services.
- Use any manual process to monitor or copy any of the material on the Services, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Services.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Services, the server on which the Services are stored, or any server, computer, or database connected to the Services.
- Attack the Services via a denial-of-service attack or a distributed denial-of-service attack.

- Otherwise attempt to interfere with the proper working of the Services.

### **User Contributions**

The Services may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "**post**") information, content or materials and Input (as defined below) (collectively, "**User Contributions**") including information about your menstrual cycle, hormonal health symptoms, etc. on or through the Services.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

By providing any User Contribution on the Services, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for the purposes of providing the Services.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Services.

### **Third-Party Integrations**

Certain features let you connect third-party devices or services - such as **Daysy** - to the App. Use of any integration is **optional** and requires your authorization. By connecting, you instruct us to retrieve and process data from that service to provide the related feature. Processing of personal data is governed by our **Privacy Policy** (see "Third-Party Device & Service Integrations," including the Daysy example). We may modify, suspend, or disable integrations at any time without liability.

You are responsible for: (i) maintaining your third-party account(s); (ii) the accuracy and legality of data provided by third parties; and (iii) any third-party fees. We make **no warranties** about third-party services and are not responsible for their availability, security, or content.

Insights provided through integrations - including Daysy - are **informational only** and **not medical advice**. Always consult a qualified healthcare professional for health decisions.

If you connect an integration such as Daysy, data retrieved may be initially stored in the **EU** and subsequently processed in the **United States** to deliver features, as described in our [Privacy Policy](#).

## **Ona Health's Use of Artificial Intelligence to provide the Services**

In order to suggest possible conditions and their associated likelihoods to users, we use an in-house developed artificial intelligence systems (“*AI Systems*”) as the main decision maker. Our AI Systems generate insights (the “*Output*”) based on the data processed on and through the Services, as entered by the User (the “*Input*”).

Ona Health may use your Input to improve our AI Systems. If you do not want us to use your Input to improve our AI Systems, you can opt out by adjusting your user preferences on the Services or emailing us at [legal@ona.health](mailto:legal@ona.health). Please note that in some cases this may limit the ability of our Services to better address your specific use case. Please read our [Privacy Policy](#) for more information on our use of AI Systems to provide the Services.

## **Monitoring and Enforcement; Termination**

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Services or the public, or could create liability for the Company.
- To the extent permitted by applicable laws, disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services.
- Terminate or suspend your access to all or part of the Services for any or no reason, including, without limitation, any violation of these Terms of Use.

Without limiting the foregoing, to the extent required and or permitted by applicable law, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Services. **YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY/ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER THE COMPANY/SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.**

However, we cannot/do not undertake to review all material before it is posted on the Services and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

## **Content Standards**

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our [Privacy Policy](#).
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

## **Copyright Infringement**

If you believe that any User Contributions violate your copyright, please see our Copyright Policy below for instructions on sending us a notice of copyright infringement. It is the policy of the Company to terminate the user accounts of repeat infringers.

## **Reliance on Information Posted**

The information presented on or through the Services is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Services, or by anyone who may be informed of any of its contents.

The Services may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the

person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

### **Changes to the Services**

We may update the content on the Services from time to time, but such content is not necessarily complete or up-to-date. Any of the material on the Services may be out of date at any given time, and we are under no obligation to update such material.

### **Information About You and Your Visits to the Services**

All information we collect through the Services are subject to our [Privacy Policy](#). By using the Services, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

### **Fees and Payments**

**Fees.** If applicable to the Services you choose to access, you agree to pay us the then applicable fees as described on the App for such Services in accordance with the terms therein (the “**Fees**”). Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees, provided, however that such changes will only apply to your subsequent uses of the Services after your initial payment has been utilized. If you believe that we have billed you incorrectly, you must contact us no later than 30 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit.

**Billing Options.** You may be offered more than one billing option when you register with us. You agree to pay the Fees on the basis and at the rate selected when you created your account (“**Rate**”). We will periodically charge Your payment method at the applicable Rate. All amounts paid are non-refundable. You remain responsible for any uncollected amounts.

**Suspicious Activity.** We are not responsible for click fraud, technological issues or other potentially invalid activity by third parties that may affect the cost of Services. Your exclusive remedy for suspected invalid activity is to make a claim for a Services credit within 90 days of the date of that activity, and our exclusive liability is in our sole discretion, to issue Services credit for suspected invalid activity. Any Services credits that You may accrue are non-refundable and non-transferable and must be used prior to termination of these Terms or Your account.

**Payment and Payment Method.** You must pay all Fees due to Company in cleared funds before access to any applicable portion of the Services will be granted. Unless you change or remove your payment method, we may store and update (e.g., upon expiration) your payment method for use with subsequent campaigns, orders and purchases submitted through your account.

**Taxes.** All Fees do not include taxes, and you agree to: (a) pay all sales/use, gross receipts, value-added, GST, personal property, or other tax (including any interest and penalties) with respect to the transactions and payments under these Terms, other than taxes based on our income, employees, or real property; and (b) be responsible for any filing of any information or tax returns with respect thereto. If we are required by applicable laws to collect a tax from you at the time of the sale, we reserve the right to include the

charge in the Fees at the time of checkout and payment and if you do not want to incur the charge, you agree not to proceed with the checkout. By proceeding with the checkout, you agree to accept the charge. If we were required to collect a tax and did not do so at the time of sale, we reserve the right to later charge you for the applicable tax.

**Withholding.** All payments made by you to us under these Terms exclude any deduction or withholding. If any such deduction or withholding (including but not limited to cross-border withholding taxes) is required by law, you will pay such additional amounts as are necessary so that the net amount received by us after such deduction or withholding will be equal to the full amount that we would have received if no deduction or withholding had been required. Each party will use commercially reasonable efforts to work with the other party to help obtain, reduce, or eliminate any necessary withholding, deduction, or royalty tax exemptions where applicable.

### **Linking to the Services and Social Media Features**

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part.

The Services may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on the Services.
- Cause limited portions of content on our Services to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Services or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Services other than the homepage.
- Otherwise take any action with respect to the materials on the Services that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

### **Links from the Services**

If the Services contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the Services, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

### **Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. **TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES OR YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.**

YOUR USE OF THE SERVICES, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES IS AT YOUR OWN RISK. THE SERVICES, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE SERVICES, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### **Limitation on Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICES, ANY WEBSITES LINKED TO THE SERVICES, ANY CONTENT ON THE SERVICES OR SUCH OTHER WEBSITES, INCLUDING INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE; PROVIDED THAT WE MAY ONLY BE LIABLE FOR DIRECT DAMAGES IN AN AMOUNT NOT EXCEEDING THE AMOUNT YOU HAVE PAID TO US IN THE TWELVE MONTHS PRECEDING THE CAUSE OF ACTION IN QUESTION.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### **Indemnification**

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Services, including, but not limited to, your User Contributions, any use of the Services' content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Services.

#### **Governing Law and Jurisdiction**

All matters relating to the Services and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Services shall be instituted exclusively in the federal courts of the United States or the courts of the State of [Delaware] although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

#### **Arbitration**

Any disputes, claims, controversies, disagreements, etc. arising out of your use of the Services or these Terms which are not resolved amicably with sixty (60) days after the first notification, will be resolved by binding arbitration conducted before a neutral single arbitrator, whose decision will be final and binding. The arbitral proceedings will be governed by the American Arbitration Association Commercial Arbitration Rules ([www.adr.org](http://www.adr.org)).

### **Class Action**

To the fullest extent permitted by applicable law, you agree that any proceeding to resolve a claim will be conducted only in your individual capacity and not as a plaintiff or class member in any purported class, consolidated, multiple plaintiff or representative action. The arbitrator may award injunctive relief only in favor of an individual party seeking relief and only to the extent necessary to provide relief warranted by an individual claim. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The United Nations Conventions on Contracts for the International Sale of Goods will have no applicability. The parties shall maintain the confidential nature of the arbitration proceeding and any award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

### **Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

### **Waiver and Severability**

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

### **Entire Agreement**

The Terms of Use , and our Privacy Policy constitute the sole and entire agreement between you and Ona Health regarding the Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Services.

### **Your Comments and Concerns**

The Services, including the Website and the App are operated by Ona Health with our mailing address  
28 Geary St

Ste 650 PMB 2593  
San Francisco, CA 94108  
USA

All notices of copyright infringement claims should be sent to the copyright agent designated in our Copyright Policy as set forth below in the manner and by the means set out therein.

All other feedback, comments, requests for technical support, and other communications relating to the Services should be directed to: [legal@ona.health](mailto:legal@ona.health)

## **COPYRIGHT POLICY**

### **Reporting Claims of Copyright Infringement**

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from our Services infringe your copyright, you may request removal of those materials (or access to them) from the Services by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("**DMCA**"), the written notice (the "**DMCA Notice**") must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Services, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated copyright agent to receive DMCA Notices is:

Jonathan Bailey  
CopyByte  
3157 Gentilly Blvd Suite # 2254  
New Orleans, LA 70122  
Phone: 1-504-356-4555  
Email: [ona-dmca@copybyte.com](mailto:ona-dmca@copybyte.com)

If you fail to comply with all the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the Services is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.