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SOVAKA HEALTH TERMS OF USE

INTRO

Welcome to the Sovaka Health's website ("Site"). Please read our following Sovaka Health ("us", "our", "we" or "Sovaka Health") terms and conditions (the "Terms of Use") carefully before using the Site. By accessing the Site, you agree to be bound by these Terms of Use. We recommend that you keep a printed copy of these Terms of Use for future reference.

These Terms of Use and the information provided herein in no way override the terms and conditions of your purchase of any product or service except as specifically provided herein. We shall have the right at any time and without prior notice, at our sole discretion, to revise these Terms of Use or to impose new terms and conditions with respect to access to or use of the Site. Such revisions and additions shall be effective immediately upon posting the revised or additional terms and conditions. We will notify you of any material changes to these Terms of Use by posting a notice on the homepage of the Site for a reasonable period after such changes are made and by changing the "Last Updated" date at the top of this webpage. You are responsible for reviewing the Terms of Use periodically for any modifications that may affect your rights or obligations. You agree that you shall be deemed to be apprised of and bound by any modification to these Terms of Use. Any access or use of the Site by you after revisions or additions to these Terms of Use shall constitute and be deemed to be your acceptance of such revisions or additions. Additionally, please read our Privacy Policy, which also governs your use of this Site.

You acknowledge you understand that these Terms of Use require the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions, and also limit the remedies available to me in the event of a dispute as described in the Sovaka Health Arbitration Clause as contained herein.

IN ADDITION, WHEN USING PARTICULAR SERVICES OR FEATURES, YOU SHALL BE SUBJECT TO ANY POSTED GUIDELINES OR POLICIES APPLICABLE TO SUCH SERVICES, FEATURES OR PURCHASES THAT MAY BE POSTED FROM TIME TO TIME. THE PRIVACY POLICY AND ALL SUCH GUIDELINES, WAIVERS OR POLICIES ARE HEREBY INCORPORATED BY REFERENCE INTO THESE TERMS. YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THE SITE.

A SPECIAL NOTE ABOUT CHILDREN: This Site is not designed or intended for use by children under 18. Children under 18 may not submit any personally identifiable information to us, and if we discover that we have inadvertently gathered any such information from a child under 18, we will take appropriate steps to delete it immediately.

ACCOUNT

When you open an account to use or access certain portions of the Site or the Services, you must provide complete and accurate information as requested on the registration form ("Account"), whether you are an individual, medical professional, professionals in the health industry or business entity (collectively, "User"). You will also be asked to provide a username and password, among other

information as detailed in the Privacy Policy. You are entirely responsible for maintaining the confidentiality of your password. You may not use a third party's account, username or password at any time. You agree to notify Sovaka Health immediately of any unauthorized use of your Account, username or password. Sovaka Health shall not be liable for any losses you incur as a result of someone else's use of your Account or password, either with or without your knowledge. You may be held liable for any losses incurred by Sovaka Health, our affiliates, officers, directors, employees, consultants, agents and representatives due to someone else's use of your Account or password.

In connection with the use of certain Sovaka Health products or services, you may be asked to provide personal information in application form or similar document or service. This information will be protected pursuant to our Privacy Policy. In addition, you grant Sovaka Health a worldwide, royalty-free, nonexclusive, and fully sublicensable license to use, distribute, reproduce, modify, publish and translate this Personal Information solely for the purpose of enabling your use of the Service. You may revoke this license and terminate rights held by Sovaka Health at any time by removing your Personal Information from the Service.

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Except as expressly authorized by these Terms of Use or on the Site, you may not copy, reproduce, distribute, republish, download, perform, display, post, transmit, exploit, create derivative works or otherwise use any of the aforementioned copyright or trademark materials in any form or by any means, without the prior written authorization of Sovaka Health or the respective copyright/trademark owner. Modification or use of the Content except as expressly provided in these Terms of Use violates Sovaka Health’s intellectual property rights. Neither title nor intellectual property rights are transferred to you by access to this Site or use of the Services.

You agree that you will not: (1) use the Content in any way that tends to impair their validity as proprietary trademarks, service marks, trade names or trade dress, or use the Content other than in accordance with the terms, conditions and restrictions herein; (2) take any other action that would jeopardize or impair Sovaka Health’s rights as owner of the Content or the legality and/or

enforceability of the Content, including, challenging or opposing Sovaka Health's or the licensor's ownership in the Content; (3) apply for trademark registration or renewal of trademark registration of any of the Content, any derivative of the Content, any combination of the Content and any other name, or any trademark, service mark, trade name, symbol or word which is similar to the Content; (4) use the Content on or in connection with any product, service or activity that is in violation of any law, statute, government regulation or standard.

Sovaka Health takes no responsibility and assumes no liability for anything sent to us or any other User through the Services, uploaded, posted, conducted or offered through the Services, or for any loss or damage resulting therefrom, nor is Sovaka Health liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity or profanity you may encounter when using the Services. Your use of the Site is at your own risk. In addition, these rules do not create any private right of action on the part of any third-party or any reasonable expectation that the Site will not contain any content that is prohibited by such rules. Sovaka Health reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Sovaka Health's sole discretion.

Content License: You are solely responsible for, and assume all liability regarding, any information and content you provide or otherwise make available on the Services, including all text, video and photographic content in your communications with us or any other User ("User Content"). Unless explicitly requested, you agree not to post any contact information such as your phone number, address or email address on any of the Communication Services. By making available any User Content on or through the Services, you (i) hereby grant to Sovaka Health the right to use User Content as necessary to provide the Services, promote the Services and improve the Services, and (ii) waive any and all moral rights that you may have in and to User Content with respect to these uses. Sovaka Health does not claim any ownership rights in any of User Content and nothing in these Terms of Use will be deemed to restrict any rights that you may have to use and exploit any of User Content.

By submitting or uploading any User Content, you grant us a perpetual, irrevocable, non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any such User Content in connection with operating and providing the Services to you and other users, for marketing and internal research purposes, and for external research purposes (for external research, any information will be provided in anonymized and aggregated form).

Copyright Policy: You acknowledge and agree that you are solely responsible for all User Content that you make available through the Services. You represent and warrant that: (1) you have all the appropriate rights and permission (including getting permission from others in photos you provide) to provide such User Content, as contemplated under these Terms of Use; and (2) neither User Content nor your posting, uploading, publication, submission or transmittal of User Content or Sovaka Health's use of User Content (or any portion thereof) on, through or by means of the Services will infringe, misappropriate or violate any patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

Webinar Recording and Consent: By registering for or participating in any Sovaka Health webinar, meeting, or virtual event ("Event") through the Services, you understand and agree that the Event may be recorded, including audio, video, chat, and other participation. You grant Sovaka Health a perpetual, worldwide, royalty-free license to record, use, reproduce, distribute, display, and create derivative works from such recordings for educational, promotional, or other business purposes, in any media

now known or later developed. You waive any right to inspect or approve the use of the recordings and acknowledge that Sovaka Health has no obligation to use them. If you do not wish to be recorded, you should refrain from enabling video, audio, or chat features and may choose not to attend the Event.

DMCA NOTICE

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our us with the following information in writing (see 17 U.S.C 512(c)(3) for further details):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interests.
- A description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work.
- Identification of the URL or other specific location on the Service where the material that your claim is infringing is located.
- Your address, telephone number, and email address.
- A statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.

A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

USER RESPONSIBILITIES

The use of our Services in conjunction with other tools or resources in furtherance of any of the unacceptable uses described herein is also prohibited. You agree to strictly abide by the following:

- a) You may not use the Services to commit an unlawful activity; use the Services for activities where use or failure of the Services could lead to physical damage, death, mental harm, or personal injury.
- (b) You may not provide any person under the age of 18 with access to the Services.
- (c) You may not purchase, use, or access the Services for the purpose of building a competitive product or service or for any other competitive purposes.
- (d) You may not misuse our Services by interfering with their normal operation, or attempting to access them using a method other than through the interfaces and instructions that we provide.
- (e) Unless authorized by Sovaka Health in writing, you may not probe, scan, or test the vulnerability or security of the Services or any Sovaka Health system or network.
- (f) Unless authorized by Sovaka Health in writing, you may not use any automated system or software to extract or scrape data from the websites or other interfaces through which we make our Services available.
- (g) You agree not to access, copy, collect, harvest, or otherwise obtain information from Sovaka Health or its Services through automated means, including but not limited to bots, spiders, crawlers, or

scrapers. You further agree not to use, copy, or repurpose any information, data, content, or materials from the Services for the purpose of developing, training, or operating artificial intelligence (AI) or machine learning systems.

(h) You may not deny others access to, or reverse engineer, the Services, or assist anyone else to do so, to the extent such restriction is permitted by law.

(i) You may not store or transmit any viruses, malware, or other types of malicious software, or links to such software, through the Services.

(j) Unless authorized by Sovaka Health in writing, you may not resell or lease any products or services purchased through the Services.

(k) You may not use the Services in a way that would subject Sovaka Health to any industry-specific regulations without obtaining Sovaka Health's prior written agreement.

PROHIBITED USES

The Site contains for chatting among other Users, participating in live-streamed or virtual events, live chat feature and/or other message or communication facilities designed to allow you to communicate directly with us and other Users (collectively, "Communications Services"). You agree to use the Communication Services only to post, send and receive messages and content that is proper and related to the particular Communication Service.

Among other actions, you agree that you will not post, send, submit, publish, or transmit in connection with this Site or through the Services that:

- violate these Terms of Use or any Sovaka Health rules regarding use of the Services.
- violate any law or regulation;
- Post, upload, or transmit any User Content that (i) is threatening, defamatory, abusive, harassing, degrading, intimidating, fraudulent, false, misleading, deceptive, invasive, racist, or contains any type of offensively suggestive, inappropriate, or explicit language or confidential, non-public information about any third party; (ii) is vulgar, offensive, or pornographic; promotes or threatens violence or actions that are threatening to any person or entity; or contains nudity or graphic or gratuitous violence; (iii) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (iv) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (v) infringes, misappropriates, or violates a third party's trademark, patent, trade secret, copyright, moral rights or other proprietary rights, or rights of publicity or privacy; or (vi) promotes illegal or harmful activities or substances;
- Advertise any product or service, including any engagement in multi-level marketing or "pyramid schemes" on the Services;
- Interfere with, or attempt to interfere with, the access of any User, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services
- stalk, harass, bully or harm another individual;
- Attempt in any way to obtain the login information of or otherwise access an Account belonging to someone else;

- for the purpose of misleading others, create a false identity of the sender or the origin of a message, forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Services or in connection with Sovaka Health;
- impersonate any person or entity or perform any other similar fraudulent activity;
- harvest or otherwise collect or store any information (including personally identifiable information) about other users of the Services, including e-mail addresses, without the express consent of such Users or alter transmission data;
- collect, distribute or gather personal or aggregate information, including Internet, e-mail or other electronic addresses, about other Users.
- Use, display, mirror or frame the Services or any individual element within the Services, our name, any Sovaka Health trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without our express written consent.
- Impersonate or misrepresent your affiliation with any person or entity;
- Engage in any activity or use any program that could disable, overburden, or impair the proper working or our set appearance of the Services, such as a denial-of-service attack, interference with page rendering, or using a program that interferes with other Services functionality;
- attempt to circumvent any technological measure implemented by Sovaka Health or any of Sovaka Health's providers or any other third party (including another user) to protect the Site or Services; to the extent permitted by applicable law, attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Site or Services; and
- advocate, encourage, or assist any third party in doing any of the foregoing.

Sovaka Health reserves the rights to monitor use of this Site to determine compliance with the Terms of Use, as well as the right to remove or refuse any information for any reason. Sovaka Health reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever. Sovaka Health also reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulations, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, at its sole discretion.

COMPLIANCE WITH EXPORT RESTRICTION

You may not access, download, use or export the Site or the Content in violation of United States export laws or regulations or in violation of any other applicable laws or regulations. You agree to comply with all export laws and restrictions and regulations of any United States or foreign agency or authority and to assume sole responsibility for obtaining licenses to export or re-export as may be required. You acknowledge and agree that the Content is subject to the United States Export Administration Laws and Regulations and agree that none of the Content or any direct product therefrom is being or will be acquired for, shipped, transferred or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals or used for any prohibited purpose.

LINKED THIRD PARTY SITES

You may be able to link (through various methods including hyperlinks, clickable images or words, banners and widgets) from this Site to third-party websites, applications and services, and third-party websites may link to the Site ("Linked Sites"). Linked Sites are not operated, controlled or maintained

by us, and you acknowledge and agree that we have no responsibility for any information, content, advertising, products, services or other materials on any Linked Sites, and that links to Linked Sites do not constitute an endorsement, approval or sponsorship thereof. We disclaim all responsibility for any viruses or malicious code that may appear on any Linked Sites, for the accuracy of any of the information they provide and for any goods or services provided by or purchased from such Linked Sites. If you rely on any Linked Site, you do so at your own risk and assume all resulting responsibilities and consequences. You should read the terms and conditions and privacy policies available on such Linked Sites. You should contact the applicable website administrator for the Linked Site if you have any concerns regarding such links or the content located on any such Linked Site.

OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools, “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the Site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s). We may also, in the future, offer new services and/or features through the Site (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Use.

NON-CONFIDENTIAL INFORMATION

Except for information necessary to place an order, please do not post or publish through the Communication Services or send to us any confidential or proprietary information through this Site. Any information, materials, suggestions, ideas or comments sent to us or posted through the Communication Services will be considered non-confidential, and by submitting it, you are giving us the absolute right to use, modify, reproduce, transmit, display and distribute it for any purpose whatsoever, with no payment or other compensation to you. However, we will not use your name or any personally identifiable or HIPAA covered information unless we are required by law to identify the source of the materials, information, suggestions, ideas or comments, or unless we first obtain your permission. We shall have no obligation to display any submission, compensate you for submitting content, or respond to any submission. We retain the right, in our sole discretion and without prior notice, to remove, revise or refuse to post any user content for any reason or no reason.

ERRORS AND INACCURACIES

We always strive to provide complete, accurate, up-to-date information on our Site. Unfortunately, despite those efforts, human or technological errors may occur. This Site may contain typographical mistakes, inaccuracies, or omissions, some of which may relate to descriptions, pricing, availability and function, and some information may not be complete or current. We reserve the right to correct any errors, inaccuracies or omissions, including after a purchase has been submitted and whether or not the purchase has been confirmed and your payment method charged, and to change or update information at any time without prior notice. If your selected payment method has been charged and we cancel your purchase, we will issue the credit back to your applicable payment method. Individual bank or other payment processing policies dictate when this amount is credited to your account.

RECURRING SUBSCRIPTIONS

- a) **Automatic Renewal Plan.** By purchasing a recurring subscription Service in the amount and frequency referenced at checkout, you will continue to be charged the same amount for each installment until you cancel your subscription. You can always cancel your subscription preferences from your Account page on the Site. The term of your subscription is continuous and will only terminate if you cancel or in the event Sovaka Health ceases to provide such Services.
- b) **Cancellation Policy.** Your subscription may be cancelled at any time via our Site through your Account. If we do not receive notice at least five (5) days prior to a billing cycle, you will be charged and a refund will not be provided.
- c) **Recurring Charges.** You will be charged the same amount for each monthly/annual renewal that is generated from your subscription unless configuration changes are made to the subscription, or you cancel said subscription.

RETURN POLICY

Due to the nature of the services available on the Site, SOVAKA HEALTH HAS A GENERAL NO REFUND POLICY once a monthly subscription fee has been charged.

ACCURACY OF BILLING AND ACCOUNT INFORMATION

You agree to provide current, complete and accurate purchase and account information for all purchases made on our Site. You agree to promptly update billing and other information, including your email address and payment processing information, so that we can complete your transactions and contact you as needed.

SUSPENDED ACCOUNTS

If Sovaka Health encounters evidence of suspicious activity in connection with your Account, including, but not limited to, evidence that your account is being used by someone who is not authorized to do so, intentionally providing false information or otherwise breaching these Terms of Use, you acknowledge that Sovaka Health, in its sole discretion, may opt to temporarily disable your Account for a reasonable amount of time in order to investigate. In the event that Sovaka Health disables your Account, you understand that, absent a subpoena or court order, no information about your Account will be provided to anyone outside Sovaka Health, including you or any authorized contact, until the investigation is complete. Additionally, you understand that Sovaka Health, in its sole discretion, may decide not to send any documents associated with your Account to you while your Account is disabled. I acknowledge that Sovaka Health will not be liable for any delays caused by these policies and procedures.

ACCESS TO WORLD WIDE WEB

To use Sovaka Health services, you must obtain access to the World Wide Web, either directly or through devices that access web-based content and pay any service fees associated with such access. You are responsible for providing all equipment necessary to make such connection to the World Wide Web, including a computer/mobile device/tablet and Internet access. Access to certain Sovaka Health Services may be limited or delayed based on problems inherent in the use of Internet and electronic communications. You understand that Sovaka Health is not responsible for delays, delivery failures, or other damage resulting from such problem.

RISK ASSUMPTION AND PRECAUTIONS

You assume all risk when using the Services, including but not limited to all of the risks associated with any online or offline interactions with others. We are not responsible for the conduct of our users. You agree to take all necessary and appropriate precautions when sharing your personal information, communicating with other users, and meeting other users in person. You understand that we do not (except as described in these Terms of Use) conduct background checks, or verify the identity, Account, pictures, or any other User Content. You are under no obligation to use the Services or continue to communicate with any User.

NO GUARANTEES

You understand and agree that Sovaka Health does not guarantee the accuracy, completeness, timeliness, reliability, or usefulness of any information provided through the Services, including User Content or any health- or medical-related information. All such information is provided for **INFORMATIONAL AND ENTERTAINMENT PURPOSES ONLY AND IS NOT INTENDED AS MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT.** You should not rely on the Services as a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any questions regarding a health condition. You understand that Sovaka Health makes no guarantees, warranties, or representations, whether express or implied, regarding the information provided through the Services. You must exercise your own diligence and caution in using the Services and communicating with its users.

FORCE MAJEURE

In case of force majeure, we are not obliged to fulfil our obligations. In that case we may either suspend our obligations for the duration of the state of force majeure or definitely repudiate these Terms of Use.

Events of force majeure are all circumstances external to our will and control that render the respect of our obligations completely or partly impossible. Such events include, but are not limited to, strikes, fire, acts of God, natural disaster, pandemic, epidemic, disruption of energy supplies or telecommunication networks or communication systems and/or the temporary downtime of the Site or Services. In the case of a force majeure event, you are responsible for filing claims with the proper third-party entities.

MEDICAL DISCLAIMER

THE SERVICES PROVIDED BY SOVAKA HEALTH ARE FOR GENERAL INFORMATIONAL PURPOSES ONLY AND ARE NOT A SUBSTITUTE FOR PROFESSIONAL MEDICAL CARE, DIAGNOSIS, OR TREATMENT. SOVAKA HEALTH DOES NOT PROVIDE MEDICAL ADVICE, AND NOTHING ON THE SERVICES SHOULD BE INTERPRETED AS SUCH. ALWAYS SEEK THE ADVICE OF A LICENSED PHYSICIAN OR OTHER QUALIFIED HEALTH PROVIDER IN YOUR COUNTRY OR PLACE OF RESIDENCE WITH ANY QUESTIONS YOU MAY HAVE REGARDING A MEDICAL OR HEALTH CONDITION. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ, HEARD, OR RECEIVED THROUGH THE SERVICES.

LIMITATION OF LIABILITY AND DISCLAIMER

The following disclaimers are made on behalf of Sovaka Health, our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, and shareholders.

THE SITE AND ALL CONTENT OR SERVICES ON OR AVAILABLE THROUGH THE SITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE MAKE NO WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY CONTENT OR USER CONTENT. SOVAKA HEALTH EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. FURTHER, SOVAKA HEALTH MAKES NO WARRANTY THAT: (A) THE SITE, WILL MEET YOUR REQUIREMENTS; (B) THE SITE WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (C) THE PRODUCTS OR SERVICES THAT MAY BE PURCHASED THROUGH THE SITE WILL BE RECEIVED TIMELY OR UP TO A SPECIFIC QUALITY STANDARD; OR (D) THE QUALITY OF THE SITE OR SERVICES WILL MEET YOUR EXPECTATIONS. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SITE, RELIANCE ON ANY SERVICES OR CONTENT AND ANY THIRD-PARTY SITE. SOVAKA HEALTH 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 INFECTION YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON THEM, OR ON ANY PRODUCTS OR SERVICES LINKED TO THEM.

ANY PRODUCTS OR MATERIAL PURCHASED OR DOWNLOADED, OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE, IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE DUE TO YOUR RELIANCE ON SAID PRODUCTS OR MATERIALS.

IF THE JURISDICTION YOU ARE IN DOES NOT ALLOW FOR THE EXCLUSION OF CERTAIN WARRANTIES, THEN SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU IN CERTAIN CIRCUMSTANCES.

IN NO EVENT WILL SOVAKA HEALTH, INCLUDING OUR AFFILIATES, SUBSIDIARIES, PARENTS, SUCCESSORS AND ASSIGNS, AND EACH OF OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SHAREHOLDERS (COLLECTIVELY “SOVAKA HEALTH” FOR PURPOSES OF THIS SECTION), BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING DAMAGES FOR PERSONAL INJURY, DEATH, DELETION, CORRUPTION, LOSS OF DATA, LOSS OF PROGRAMS, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY THE SITE, SERVICE INTERRUPTIONS, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES) ARISING OUT OF OR IN CONNECTION WITH THE SITE, INTERACTION WITH ANY OTHER USER, A PURCHASE OF GOODS OR SERVICES, OR THESE TERMS, HOWEVER ARISING INCLUDING NEGLIGENCE, EVEN IF YOU, WE OR OUR AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH

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INDEMNIFICATION

You agree to defend, indemnify, and hold Sovaka Health including our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, or shareholders harmless from any claims, actions, suits, losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of the Site and participation in the Services, including: (1) your breach of these Terms of Use or the documents it incorporates by reference; (2) your violation of any law or the rights of a third party as a result of your own interaction with such third party; (3) any use or activity related to the Services or your use of or reliance on any information received through the Services; (4) any allegation that any materials that you submit to us or transmit through the Site or to us or any other user infringes or otherwise violates the copyright, trademark, trade secret or other intellectual property or other rights of any third party; and (5) any other activities in connection with the Site or with another user. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.

TERMINATION

To the fullest extent permitted by applicable law, Sovaka Health reserves the right, without notice and in our sole discretion, to terminate your license to use the Site and to block or prevent your future access to and use of the Site, including where we reasonably consider that: (a) your use of the Site or Services violates these Terms or applicable law; (b) you fraudulently use or misuse the Site; (c) you do not update your profile or Account at least twice a year (after reminders may be sent); or (d) we are unable to continue providing the Site to you due to technical or legitimate business reasons. To the fullest extent permitted by applicable law, your only remedy with respect to any dissatisfaction with (i) the Site, (ii) any term of these Terms of Use, (iii) any policy or practice of Sovaka Health in operating the Site, or (iv) any content or information transmitted through the Site, is to discontinue use of any and all parts of the Site and to cancel your Account directly through the Site.

SECURITY

Violations of system or network security may result in civil or criminal liability. We reserve the right to investigate occurrences and prosecute any user(s) who are involved in such violations. You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, the following:

- (a) Accessing data not intended for you or logging on to a server or account, which you are not authorized to access;
- (b) Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization (or succeeding in such an attempt);
- (c) Attempting to interfere or interfering with the operation of the Site, our provision of services to

- any other visitors to the Site, our hosting provider or our network, including, without limitation, via means of submitting a virus to the Site, overloading, “flooding”, “mailbombing” or “crashing” the Site; and
- (d) Forging any TCP/IP packet header or any part of the header information in any e-mail or transmission to the Site.

GEOGRAPHICAL USE

We make no claims that the Site is accessible or appropriate outside of the United States. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

ARBITRATION

In the event of any dispute, controversy or claim between the parties hereto arising out of or relating to these Terms of Use, the parties shall first seek to resolve the dispute in good faith through informal discussion. You agree that before initiating any dispute or arbitration proceeding, the parties will attempt to negotiate an informal resolution of any dispute and then proceed with mediation.

- **Mandatory Arbitration of Disputes.** We each agree that any dispute, claim or controversy arising out of or relating to these Terms of Use or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, “Disputes”) will be resolved solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding. You and Sovaka Health agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms of Use, and that you and Sovaka Health are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms of Use.
- **Exceptions and Opt-out.** As limited exceptions to this Section: (i) you may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights. In addition, you will retain the right to opt out of arbitration entirely and litigate any Dispute if you provide us with written notice of your desire to do so by reaching out to the Sovaka Health Customer Service team within thirty (30) days following the date you first agree to these Terms of Use.
- **Conducting Arbitration and Arbitration Rules.** The arbitration will be conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by these Terms of Use. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org. If your claim is for U.S. \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic or video-conference hearing, or by an in-person hearing as established by the AAA Rules.
- If your claim exceeds U.S. \$10,000, the right to a hearing will be determined by the AAA Rules. Any arbitration hearings will take place in the county (or parish) where you live, unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive

authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

- **Arbitration Costs.** Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. We'll pay for all filing, administration and arbitrator fees and expenses if your Dispute is for less than \$10,000, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration, we'll pay all of our attorneys' fees and costs and won't seek to recover them from you. If you prevail in arbitration, you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.
- **Class Action Waiver.** **YOU AND SOVAKA HEALTH AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, if the parties' dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.
- **Effect of Changes on Arbitration.** Notwithstanding the provisions of Section "Changes to Agreement or Services" above, if Sovaka Health changes any of the terms of this Section "Dispute Resolution" after the date you first accepted these Terms of Use (or accepted any subsequent changes to these Terms of Use), you may reject any such change by sending us written notice within 30 days of the date such change became effective, as indicated in the date of Sovaka Health's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Sovaka Health in accordance with the terms of this Section "Dispute Resolution" as of the date you first accepted these Terms of Use (or accepted any subsequent changes to these Terms of Use).
- **Severability.** With the exception of any of the provisions in this Section to the contrary, if an arbitrator or court of competent jurisdiction decides that any part of these Terms of Use is invalid or unenforceable, the other parts of these Terms of Use will still apply.

GOVERNING LAW AND JURISDICTION

These Terms of Use, the Privacy Policy and any separate agreements whereby we provide you services shall be governed by the laws of the State of California. The parties agree exclusive jurisdiction shall be in Santa Clara County, California for any and all issues arising out of the Terms of Use or any related documents or transactions.

ELECTRONIC AGREEMENT

By selecting the "I Accept" button or checkbox, you are agreeing to these Terms of Use and the Privacy Policy electronically. You agree your electronic signature is the legal equivalent of its manual signature on these Terms of Use. By selecting "I Accept" you consent to be legally bound by these Terms' terms and conditions. You further agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide Sovaka Health instructions electronically, or making any acceptance of any agreement, acknowledgement, consent terms, disclosures or conditions constitutes your signature (herein after referred to as "E-Signature"), acceptance and agreement as if actually signed by you in writing. You further agree that no certification authority or other third-party verification is necessary to validate your E-Signature and that

the lack of such certification or third-party verification will not in any way affect the enforceability of your E-Signature or any resulting these Terms of Use between Sovaka Health and yourself.

MISCELLANEOUS

Our failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. These Terms of Use, the Privacy Policy and any other policies or operating rules posted by us on this Site or in respect to the Site constitutes the entire agreement and understanding between you and us and govern your use of the Site, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Use). Any ambiguities in the interpretation of these Terms of Use shall not be construed against the drafting party. In the event that any provision of these Terms of use is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Use, such determination shall not affect the validity and enforceability of any other remaining provisions. You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of the Terms of Use or your use of the Site. You may not assign the Terms of Use or any of your rights or obligations under the Terms without our express written consent. The Terms of Use inure to the benefit of our successors, assigns and licensees. The section titles in these Terms of Use are for convenience only and have no legal or contractual effect.