

## Remmie Website Terms of Use

Last Updated: November 6, 2018

Welcome, and thank you for your interest in Remmie, Inc. (“**Remmie**,” “**we**,” or “**us**”) and our website at [www.Remmiehealth.com](http://www.Remmiehealth.com) (the “**Site**”). By using the Site you agree that you have read and understood, and, as a condition to your use of the Site, you agree to be bound by, the following terms and conditions, including Remmie’s Privacy Policy, which is hereby incorporated by reference (together, these “**Terms**”). These Terms are a legally binding contract between you and Remmie regarding your use of the Site.

### **PLEASE READ THE FOLLOWING TERMS CAREFULLY.**

**BY ACCESSING OR USING THE SITE, YOU AGREE THAT DISPUTES ARISING UNDER THESE TERMS WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AS DESCRIBED IN SECTION 14. BY ACCEPTING THESE TERMS, YOU AND REMMIE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS CONTRACT. IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SITE. YOUR USE OF THE SITE, AND REMMIE’S PROVISION OF THE SITE TO YOU, CONSTITUTES AN AGREEMENT BY REMMIE AND BY YOU TO BE BOUND BY THESE TERMS.**

- 1. Remmie Website Overview.** Remmie is a medical device company, and the Site provides information about our company, products and services. The Site is currently under development and subject to change. Please check back periodically for updates.
- 2. No Medical Advice.** Remmie and the Site do not provide any medical advice or opinions, nor does your use of the Site establish a doctor-patient relationship between you and Remmie. All content on the Site is provided for informational purposes only and does not serve as a substitute for the advice of a medical professional. REMMIE MAKES NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF INFORMATION MADE AVAILABLE THROUGH THE SITE.
- 3. Eligibility.** You must be at least 18 years old to use the Site. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 18 years old; (b) you have not previously been suspended or removed from the Site; and (c) your use of the Site is in compliance with any and all applicable laws and regulations.
- 4. Use of the Site.** Subject to your complete and ongoing compliance with these Terms, Remmie grants you, solely for your personal use, limited, non-exclusive, non-transferable, non-sublicensable, revocable permission to access and use the Site during the Term. Except

and solely to the extent such a restriction is impermissible under applicable law, you may not: (a) reproduce, distribute, publicly display, or publicly perform the Site or any Materials (defined in Section 6 下方); (b) make modifications to the Site or any Materials; or (c) interfere with or circumvent any feature of the Site, including any security or access control mechanism. If you are prohibited under applicable law from using the Site, you may not use it.

5. **Information You Submit.** Do not submit any information or other materials that you consider confidential or proprietary through the Site. If you choose to provide input and suggestions regarding us, our products or services, or problems with or proposed modifications or improvements to the Site (“**Feedback**”), then you do so on a non-confidential basis (regardless of any designation or indication to the contrary in the submitted information or any accompanying correspondence) and you hereby grant Remmie an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free, transferable, sublicensable right to exploit the Feedback in any manner and for any purpose, including to improve the Site, to create other products and services, and to generate revenue or increase goodwill.
6. **Ownership; Proprietary Rights.** The Site is owned and operated by Remmie. The visual interfaces, graphics, design, compilation, information, data, computer code, and all other elements of the Site (“**Materials**”) provided by Remmie are protected by intellectual property and other laws. As between us, all Materials included in the Site (except for content linked to on a third party website) are the property of Remmie or its third party licensors. Except as expressly authorized by Remmie, you may not make use of the Materials. Remmie reserves all rights to the Materials not granted expressly in these Terms.
7. **Third Party Sites.** The Site may contain links to third party websites. Linked websites are not under Remmie’s control, and Remmie is not responsible for their content.
8. **Prohibited Conduct.** BY USING THE SITE YOU AGREE NOT TO:
  - 8.1 use the Site for any illegal purpose or in violation of any local, state, national, or international law;
  - 8.2 violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third party intellectual property right;
  - 8.3 interfere with security-related features of the Site, including by: (i) disabling or circumventing features that prevent or limit use or copying of any content; or (ii) reverse engineering or otherwise discovering the source code of any portion of the Site except to the extent that the activity is expressly permitted by applicable law;
  - 8.4 interfere with the operation of the Site, including by interfering with or disrupting any network, equipment, or server connected to or used to provide the Site;

- 8.5 attempt to do any of the acts described in this Section 8 or assist or permit any person in engaging in any of the acts described in this Section 8.

- 9. Modification of these Terms.** We reserve the right to change these Terms on a going-forward basis at any time. Please check these Terms periodically for changes. Modifications are effective upon publication. Except as expressly permitted in this Section 9, these Terms may be amended only by a written agreement signed by authorized representatives of the parties to these Terms. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose. Notwithstanding the preceding sentence of this Section 9, no modifications to these Terms will apply to any dispute between and Remie that arose prior to the effective date of such modification.

## **10. Term, Termination and Modification of the Site**

- 10.1 **Term.** These Terms are effective beginning when you accept the Terms or first access or use the Site, and ending when terminated as described in Section 10.2.
- 10.2 **Termination.** If you violate any provision of these Terms, your authorization to access the Site and these Terms automatically terminates. In addition, Remie may, at its sole discretion, terminate these Terms or suspend or terminate your access to the Site, at any time for any reason or no reason, with or without notice, and without any liability to you.
- 10.3 **Effect of Termination.** Upon termination of these Terms: (a) your license rights will terminate and you must immediately cease all use of the Site and (b) Sections 5, 6, 10.3, 11, 12, 13, 14, and 15 will survive.
- 10.4 **Modification of the Site.** Remie reserves the right to modify or discontinue the Site at any time (including by limiting or discontinuing certain features of the Site), temporarily or permanently, without notice to you. Remie will have no liability for any change to the Site or any suspension or termination of your access to or use of the Site.
- 11. Indemnity.** To the fullest extent permitted by law, you are responsible for your use of the Site, and you will defend and indemnify Remie and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (together, the “**Remie Entities**”) from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including reasonable attorneys’ fees and costs, arising out of or connected with: (1) your unauthorized use of, or misuse of, the Site; (2) your violation of any portion of these Terms, any representation, warranty, or agreement made by you and referenced in these Terms, or any applicable law or regulation; (3) your violation of any third party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (4) any dispute or issue between you and any third party. We reserve the

right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

## **12. Disclaimers; No Warranties**

THE SITE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SITE ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. REMMIE DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SITE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SITE, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. REMMIE DOES NOT WARRANT THAT THE SITE OR ANY PORTION OF THE SITE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SITE, WILL BE ACCURATE, UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND REMMIE DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SITE OR REMMIE ENTITIES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SITE WILL CREATE ANY WARRANTY REGARDING ANY OF THE REMMIE ENTITIES OR THE SITE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE SITE AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SITE) OR ANY LOSS OF DATA.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. Remmie does not disclaim any warranty or other right that Remmie is prohibited from disclaiming under applicable law.

## **13. Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE REMMIE ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SITE OR ANY MATERIALS OR CONTENT ON THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT

(INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY REMMIE ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE. TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE REMMIE ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SITE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO \$10.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 13 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

#### **14. Dispute Resolution and Arbitration**

- 14.1 **Generally.** In the interest of resolving disputes between you and Remmie in the most expedient and cost effective manner, and except as described in Section 14.2, you and Remmie agree that every dispute arising in connection with these Terms will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND REMMIE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.
- 14.2 **Exceptions.** Despite the provisions of Section 14.1, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (d) to file suit in a court of law to address an intellectual property infringement claim.
- 14.3 **Arbitrator.** Any arbitration between you and Remmie will be settled under the Federal Arbitration Act and administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (collectively, “AAA

**Rules**”) as modified by these Terms. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by contacting Remmie. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

- 14.4 **Notice of Arbitration; Process.** A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail (“**Notice of Arbitration**”). Remmie’s address for Notice is: Remmie, Inc., [17331 31<sup>st</sup> Dr SE, Bothell WA 98012]. The Notice of Arbitration must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“**Demand**”). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, you or Remmie may commence an arbitration proceeding. All arbitration proceedings between the parties will be confidential unless otherwise agreed by the parties in writing. During the arbitration, the amount of any settlement offer made by you or Remmie must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the arbitrator awards you an amount higher than the last written settlement amount offered by Remmie in settlement of the dispute prior to the award, Remmie will pay to you the higher of: (i) the amount awarded by the arbitrator; or (ii) \$10,000.
- 14.5 **Fees.** If you commence arbitration in accordance with these Terms, Remmie will reimburse you for your payment of the filing fee, unless your claim is for more than \$10,000, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in Los Angeles County, California, but if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse Remmie for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and

upon request from either party made within 14 days of the arbitrator's ruling on the merits.

- 14.6 **No Class Actions.** YOU AND REMMIE 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, unless both you and Remmie agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.
- 14.7 **Modifications to this Arbitration Provision.** If Remmie makes any future change to this arbitration provision, other than a change to Remmie's address for Notice of Arbitration, you may reject the change by sending us written notice within 30 days of the change to Remmie's address for Notice of Arbitration, in which case your account with Remmie will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected, will survive.
- 14.8 **Enforceability.** If Section 14.6 is found to be unenforceable or if the entirety of this Section 14 is found to be unenforceable, then the entirety of this Section 14 will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described in Section 15.2 will govern any action arising out of or related to these Terms.

## 15. Miscellaneous

- 15.1 **General Terms.** These Terms, including the Remmie Privacy Policy and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and Remmie regarding your use of the Site. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

- 15.2 **Governing Law.** These Terms are governed by the laws of the State of California without regard to conflict of law principles. You and Rennie submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Los Angeles County, California for resolution of any lawsuit or court proceeding permitted under these Terms. We operate the Site from our offices in California, and we make no representation that Materials included in the Site are appropriate or available for use in other locations.
- 15.3 **Privacy Policy.** Please read the Rennie Privacy Policy [<http://renniehealth.com/privacy>] carefully for information relating to our collection, use, storage, disclosure of your personal information. The Rennie Privacy Policy is incorporated by this reference into, and made a part of, these Terms.
- 15.4 **Consent to Electronic Communications.** By using the Site, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.
- 15.5 **Notice to California Residents.** If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Site or to receive further information regarding use of the Site.
- 15.6 **International Use.** The Site is intended for visitors located within the United States. We make no representation that the Site is appropriate or available for use outside of the United States. Access to the Site from countries or territories or by individuals where such access is illegal is prohibited.