

Terms and Conditions (USER AGREEMENT)

LINKGEAR FOUNDATION LLC. (“Company” or “we”) and its affiliates (collectively, “Linkgear,” “ttData,” “ttHealth,” “us,” “we,” or “our”) offer various services and make wellness & health related assistance programs (“Programs”) through mobile and software applications (“Company Properties”) under these terms and conditions (“Agreement”). Your use of the Services is subject to this User Agreement. Please read this User Agreement. This User Agreement is a legal agreement between you and ttHealth that governs your use of the Services. By using the Services, you are agreeing to this User Agreement and our Privacy Policy, which is incorporated into this User Agreement. If you do not agree to this User Agreement (including the Privacy Policy), please do not use any of the Services, download or use any mobile app, or create an account.

Company may modify this Agreement from time to time, with or without notice, and your continued use of the Company Property after such modification shall be deemed to be your acceptance of any such modification. If you do not agree to any modification of this Agreement, you must immediately cease use of the Company Properties.

1. Account

To become a Member of our Program, you must be at least 12 years old and provide a mobile phone and password for Company to create your account (“Account”). Your Account will be tied to an ttHealth User ID, which allows you to access certain ttHealth websites and services. Each person is limited to one Account. To redeem certain offers and promotions offered by our other Programs, you may elect to provide us additional information. Information that you submit through one of our Programs may be saved and available for your use in our other Programs, including, without limitation, any saved payment card information. Any and all information collected from you shall be subject to our Privacy Policy, which is hereby incorporated by reference.

2. License

Subject to this Agreement, we hereby grant you a non-exclusive, non-transferable license (without the right to sublicense) to access and use the Company Properties for your personal use to access the Program(s). You agree that you obtain no rights other than the rights and licenses expressly granted in this Agreement. Company reserves the right to change, upgrade or discontinue the Program and/or any Company Property and/or any feature of the Program or the Company Properties, at any time, with or without notice. All rights not expressly granted under this Agreement are reserved by Company or its licensors.

3. Restrictions

You agree that you will not, and will not permit others to: (i) damage, interfere with or unreasonably overload the Company Properties; (ii) introduce into the Company Properties any code intended to disrupt the Program; (iii) alter or delete any information, data, text, links, images, software, chat, communications and other content available through the Company Properties (collectively, "Content"); (iv) access the Program or the Company Properties by expert system, electronic agent, "bot" or other automated means; (v) use scripts or disguised redirects to derive financial benefit from Company; (vi) modify, reverse engineer, reverse assemble, decompile, copy or otherwise derive the source code of any Company Property for any reason; (vii) rent, sell or sublicense any of the Company Properties; (viii) provide any unauthorized third party with access to the Program; (ix) access or attempt to access confidential Content through the Company Properties; (x) interfere with the operation of the Program, including, but not limited to, distribution of unsolicited advertising or mail messages and propagation of computer worms and viruses; (xi) post any material in any form whatsoever on the Company Properties or within the Program that is defamatory, obscene or otherwise unlawful or violates any third party's right of privacy or publicity; (xii) infringe any third party's patent, copyright, service mark, trademark or other intellectual property right of any kind or misappropriate the trade secrets of any third party in connection with your use of the Program or the Company Properties; (xiii) engage in any activity that does not comply with applicable law and regulations or otherwise engage in any illegal, manipulative or misleading activity through the use of the Program; (xiv) use the manual or automated software, devices or other processes to "scrape," "crawl," "spider" or index any page of Content from the Company Properties.

4. Programs

4.1. ttHealth. Program offers you a smart way to record your daily wellness related data with easy to enter and track. It presents a vital ball that simulates your wellness condition which you can share to your family and friend.

4.2. ttHealth Credits. Company may offer you the opportunity to earn credits on using the app ("ttHealth Credits") by reward TT Points offered in the program.

4.3. ttHealth Marketplace. Company may offer a marketplace through the Company Properties ("Marketplace") to allow you to group purchase products ("Products") from participating retailers, brands, merchants, and other partners ("Sellers"). Company is not the merchant of record for any Product purchases made through the Marketplace and does not have any liability with respect to any Products you purchase through the Marketplace. All Product purchases made through Marketplace are subject to the Seller policies, including, without limitation, applicable shipping, privacy, and return policies. Please review applicable Seller policies prior to making your purchase. Your use of

Marketplace is subject to the ttHealth Marketplace Terms, the Seller policies and any other terms accompanying each Product offer and will govern to the extent they vary from this Agreement.

5. Ways to Earn ttHealth Points

Program allows you to buy the ttHealth Points with an internal points/tokens. Program offers you a few ways to earn ttHealth Points: (i) by joining the group purchase; (ii) by contributing to the community's activities online and offline; (iii) by marketing the events, activities, and items of Programs via social media. Purchases of gift cards do not qualify for ttHealth Credits. ttHealth Point amounts vary by store and product category and may contain exclusions in the terms of the offer and/or the applicable store page. Please review these terms carefully.

6. Store Policies

A product purchased from any Affiliate Store or any Seller, whether online or in store, is governed by and subject to the applicable Affiliate Store or Seller policies, including applicable exchange and shipping policies. You agree that we are not agents of any Affiliate Store or Seller and that the Affiliate Stores and Sellers operate independently and are not under our control. Accordingly, your participation in offers or promotions of, or correspondence with, any Affiliate Store or Seller is solely between you and that Affiliate Store or Seller. We do not assume any liability, obligation or responsibility for any part of such correspondence, offer or promotion, including, without limitation, the withdrawal or modification of any such offer or promotion. Company is not responsible for changes to, or discontinuance of, any Affiliate Store or Seller, or for any Affiliate Store or Seller withdrawal from the Program, or for any effect on accrual of Cash Back caused by such changes, discontinuance or withdrawal.

7. Bonuses and Other Rewards

Company periodically offers bonuses or rewards for referring new Members to the Program or for other specific actions. If you elect to participate in our Refer-A-Friend Program, your participation is subject to our Referral Program Terms. The terms and conditions accompanying such offers will govern how they are earned and paid if the terms and conditions differ from this Agreement. All bonuses and rewards are subject to review. Company reserves the right to withhold, deny or cancel any bonuses and/or rewards and/or terminate your Account if Company, in its sole discretion, deems any bonuses and/or rewards as fraudulent, abusive, unethical, suspicious or otherwise inconsistent with our Referral Program Terms, this Agreement or any other applicable law or regulation. Company decisions are final.

8. Account Maintenance

8.1. Updating Your Account. You agree to keep your Account information current, complete and accurate by periodically updating the information through the Company Properties. You must be logged into Company and enter your password to change your Account information and payment preferences. You may check your Account status and recent purchase and/or earning history at any time via the Company Properties. You will maintain the confidentiality of your Account information, including username and password by which you access the Program. Any use of your username and password will be deemed to be your use, and Company is entitled to act on instructions received under your password and is not responsible for any credits or debits made to your account by someone else who uses your password. If there is a breach of security through your Account, you will immediately change your password and notify us of such breach. You agree that, unless you have first notified us immediately of any such breach, we should assume that any instruction transmitted using your username and password is yours and has been authorized by you, and we will have no obligation to inquire into the propriety of such instruction.

8.2. Account Activity. An Active Account means you must have engaged in one of the following activities within the past twelve (12) months: (i) updated your Account information, (ii) have shopped or started a shopping trip via the Company Properties, (iii) linked a payment card to an in-store offer, (iv) have accrued Cash Back or (v) have logged in to your Account. Except where prohibited by applicable law, if you have not engaged in one of the activities in subsections (i)-(v) for more than twelve (12) consecutive months, Company reserves the right to debit your Account balance two dollars (\$2.00) per month ("Maintenance Fee") to recover the cost of account maintenance in its normal course of business until you reactivate your Account by engaging in one of the activities set forth above in subsections (i)-(v) or until your account balance is zero. If your account remains inactive for more than twelve (12) consecutive months and the balance in your inactive account is or becomes zero, Company reserves the right to close the Account permanently and cease to maintain your Account records and Program access. Maintenance Fees are nonrefundable, but will not cause your account balance to become negative, and will not cause you to owe money to Company.

8.3. Fraudulent Activity. We reserve the right to investigate any purchase transactions, referral activity, or interaction with any Company Property that we believe, in our sole discretion, is abusing or has abused the Program. We reserve the right to rescind any TtHealth Points, bar further awards and/or bonuses, and/or terminate any Member Account that we believe, in our sole discretion, is abusing or has abused the Program,

including, without limitation, by engaging in a pattern of returning products after the corresponding TtHealth Points has been credited or making fraudulent referrals by creating multiple Accounts. Multiple Accounts created under the Refer-A-Friend Program with the same name, address, email address or other identifying feature may be flagged as fraudulent referrals. Any failure to comply with this Agreement, any fraud or abuse relating to the accrual or receipt of TtHealth Points or other rewards and bonuses, or any misrepresentation of any information furnished to Company by you or anyone acting on your behalf may result in the termination of your Account and forfeiture of any accrued rewards. If Company has any reason to suspect fraudulent activity is associated with your Account, Company reserves the right to withhold your Account. Any suspected or actual cases of fraud activity will be escalated and reviewed in accordance with our fraud process. Company decisions are final.

10. Receiving Communications

By signing up to be a Member, you agree to receive communications and notices by mobile text message and electronic mail. Our communications may be account- and membership-related (e.g., that we've added money to your account, that a purchase has been made, that we are mailing you a check on a certain date, etc.) as well as periodic shopping-related emails that highlight coupons and special deals available to Company Members. We may communicate with you regarding the Program by electronic mail or direct mail using information you provide to us. Your consent to receive electronic communications includes any notices or other information that we may be required by law to provide you in writing or otherwise. You agree to keep us apprised of your current email address should the same change after the date you become a Member. We may also send you push notifications if you install the mobile application. You may opt out of receiving certain communications in accordance with our Privacy Policy.

11. Company Applications

Company may make available software applications ("Company Applications") to allow you to access our Programs without visiting www.ttHealthbub.com or www.ttHealthhub.co, including mobile applications and browser extensions. For purposes of this Agreement, references to Company Properties shall include Company Applications. Company Applications and their underlying information and technology may not be exported or re-exported into any country to which the U.S. has embargoed goods or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. You represent and warrant that you are not located in, under the control of or a national or resident of any such country or on any such list, and that you will otherwise comply with all

applicable export control laws. If you are a U.S. government end user, we are licensing the Company Application to you as a “Commercial Item” as that term is defined in the U.S. Code of Federal Regulations (see 48 C.F.R. § 2.101), and the rights we grant you to the Company Applications are the same as the rights we grant to all others under this Agreement.

12. Third-Party Platforms

12.1. Social Sign On. When you access or use the Company Properties, we may make available services from one or more third parties (“Third-Party Platforms”). The Company Properties support Third-Party Platforms, including Facebook, Google and WeChat, to make it easier for you to sign in or create your Account. Any use of Third-Party Platforms to create and access your Account is subject to the terms and conditions and privacy policies of such third parties (“Third-Party Terms”).

12.2. Google Fit, Apple HealthFit, Fitbit, and etc. Program might guide you to connect to your health store and get your data into Program under your confirmation of permission and consent, as well as from the 3rd party platforms.

13. Your Feedback

You may be invited to provide us feedback, comments, ideas, suggestions, reviews and other information about our Programs (“Feedback”) through the Company Properties, by our member services or through one of our service providers, like Trustpilot. You hereby grant to Company and its affiliates and agents a nonexclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, perform, translate, create derivative works from, distribute and display the Feedback in any media and for any legal purpose, including, without limitation, the right to use such Feedback in advertising and promotional materials and to enhance or improve our products and services and the products and services of its affiliates.

14. Community Standards

By participating in the Program, you are becoming a Member of a community that depends on the goodwill and responsible behavior of each of our Members. Members are required to refrain from transmission or communication of images or text constituting ethnic slurs, obscenities, sexually explicit material, inflammatory or derogatory comments, or anything else that may be construed as harassing or offensive, which is targeted at the Program, the Company Properties, our employees, contractors or agents, our Affiliate Stores or Sellers, or other Members. This includes communications by means of social media or other Internet posts that violate the above community standards or promote or encourage gaming or fraudulent behavior. Members who

violate this provision, as determined by us in our sole discretion, may have their access to the Program suspended or terminated without prior notice.

15. Ownership

All right, title and interest in the Program, the Company Properties and the Content belong to Company or its licensors. Additionally, Company shall maintain all right, title and interest in the “ttHealth” mark, the ttHealth logo and any other marks, service marks, trademarks or logos of Company and its affiliates (“Company Marks”). The Company Marks may not be used in connection with any product or service that is not Company’s or in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Company. You shall not by any means bid on any keywords with any search engine containing “ttHealth,” “LinkGear” or anything substantially similar to “ttHealth,” “LinkGear,” or any other Company Mark including, without limitation, ttHealthhub.com, ttHealthhub.co. You shall not mention or use Company in any ad text, extensions or banner ads without the express written consent of Company. All other trademarks not owned by Company that are used in the Programs are the property of their respective owners, who may or may not be affiliated with, connected to or sponsored by Company.

16. Indemnification

You agree to indemnify Company, our Affiliate Stores, our Sellers, as well as their respective officers, directors, employees, successors, agents and affiliates, for any and all claims, damages, losses and causes of action (including attorneys’ fees and court costs) arising out of or relating to your breach of this Agreement or for any materials in any form whatsoever that are provided by you (or through your username and/or password). You agree to cooperate as fully as reasonably required in our defense and/or settlement of any claim. We reserve the right, in our reasonable discretion, to assume exclusive control over the defense and settlement of any matter subject to indemnification by you.

17. Warranty Disclaimer

THE PROGRAM, CONTENT AND THE COMPANY PROPERTIES ARE PROVIDED “AS-IS” AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WE MAKE NO WARRANTY AS TO THE QUALITY, ACCURACY, CURRENTNESS, COMPLETENESS, RELIABILITY OR VALIDITY OF THE PROGRAMS, CONTENT OR THE COMPANY PROPERTIES, INCLUDING, WITHOUT LIMITATION, ANY PRODUCT SEARCH RESULTS, PRODUCT DESCRIPTIONS, PRODUCT AVAILABILITY, PRICING INFORMATION ADVICE, OPINION, STATEMENT,

RECOMMENDATIONS, REVIEWS OR OTHER INFORMATION DISPLAYED, UPLOADED OR DISTRIBUTED IN CONNECTION WITH ANY PROGRAM. COMPANY DOES NOT WARRANT THAT THE FUNCTIONALITY OF THE COMPANY PROPERTIES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THEY WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. FURTHER, COMPANY DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE QUALITY OR ACCURACY OF ADVERTISEMENTS FOR ANY PRODUCTS OR SERVICES OFFERED OR PROVIDED BY ITS AFFILIATE STORES OR SELLERS IN CONJUNCTION WITH THE PROGRAMS.

18. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, STATUTORY, EXEMPLARY, PUNITIVE OR OTHER INDIRECT DAMAGES OR FOR ANY LOSS PROFITS, LOSS DATA OR LOSS OF USE DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT WILL NOT EXCEED TENapp U.S. DOLLARS (\$10).

19. Termination or Suspension

This Agreement is effective when accepted by you and will remain in effect until you or we terminate your membership in the Program. We may terminate this Agreement and your use of or access to the Program at any time, for any reason or no reason. Any violation of this Agreement or the rules and conditions of the Program may result in the termination of your Account and forfeiture of pending or prior ttHealth Points and other rewards. We may, in our sole discretion, at any time and without prior notice, discontinue, cancel, suspend, change or limit access to all or any part of the Program or any functionality, feature or other component of any Company Property. You agree that Company will not be liable to you or to any third party for any modification, suspension, or termination of the Program or your access to any of the Company Properties. If you are dissatisfied with any aspect of the Program at any time, your sole and exclusive remedy is to cease participating in the Program. Upon any termination of the Program, your right to use and access the Program, and the Company Properties, and to receive ttHealth Points and other rewards, will terminate. Termination will not prejudice either your or our remedies at law or in equity.

20. Governing Law and Arbitration

The validity, construction and interpretation of this Agreement, and the rights and duties of the parties hereto, will be governed by and construed in accordance with the laws of the State of California in the United States, excluding its conflicts of laws principles. However, as explained below, the agreement to arbitrate in the following paragraph is governed by the country law that you designated when you sign in.

You agree that any dispute, claim or controversy arising out of or in connection with Company's business or this Agreement or relating in any way to the Program or the Company Properties shall be determined by binding arbitration. You further agree that the U.S. Federal Arbitration Act and federal arbitration law shall govern the interpretation and enforcement of this agreement to arbitrate.

Arbitration uses a neutral arbitrator instead of a judge or jury and is more informal than a lawsuit in state or federal court. Discovery in arbitration is more limited than is generally available in the courts and the arbitrator's decision is also subject to very limited appellate review by the courts.

You also agree to waive the right to a trial by jury or to participate in a class action. These waivers are mutual as between you and Company, and Company waives its right to a trial by jury or to participate in a class action against you. This means that neither you nor Company can seek to assert class or representative claims against each other either in court or in arbitration and no relief can be awarded on a class or representative basis. The arbitrator also may not consolidate or join another person's claim with your claim or issue an order that would achieve the same result. You and Company further agree that if the provisions of this paragraph are found to be unenforceable, then the entire provision compelling arbitration shall be null and void.

You also agree that all issues are for the arbitrator to decide. This includes all issues related to the scope, application, interpretation and enforceability of this Agreement and this arbitration provision. The arbitrator shall also decide whether any claim is subject to arbitration.

21. Miscellaneous

You may not assign your rights and obligations under this Agreement, in whole or in part, without our prior written consent, and any such assignment without such consent will be null and void. Headings under this Agreement intended only for convenience and shall not affect the interpretation of this Agreement. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of this Agreement is held to be invalid, such invalidity shall not affect the remaining provisions. This

Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or representations, written or oral (including, without limitation, earlier versions of this Agreement that may have been accepted by you). We reserve the right to modify this Agreement at any time. Your non-termination and continued participation in the Program or use of any Company Property after modification of this Agreement will constitute affirmative acceptance by you of such modification and your consent to abide by any terms thereof.

Updated: June 16, 2021