

WearLinq Terms of Service

Effective date: 20 November, 2022

Welcome to the WearLinq app, a mobile application provided by WearLinq, Inc. (“**WearLinq**”, “**we**” or “**us**”), the website located at wearlinq.com (the “**Site**”) and an and all related websites, networks, downloadable software, mobile applications including without limitation WearLinq App (collectively “**Software**” or “**App**”), and other services, information, materials, devices and products we provide to you (each individually or collectively referred to herein as “**Service**”). The term “**you**” refers to the person visiting the Site or using the WearLinq Service.

BY CLICKING “I AGREE,” CHECKING A RELATED BOX TO SIGNIFY YOUR ACCEPTANCE, USING ANY OTHER ACCEPTANCE PROTOCOL PRESENTED THROUGH THE SERVICE (AS DEFINED BELOW) OR OTHERWISE AFFIRMATIVELY ACCEPTING THESE TERMS AND CONDITIONS, YOU ACKNOWLEDGE THAT YOU HAVE READ, ACCEPTED, AND AGREED TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT CREATE AN ACCOUNT OR USE THE SERVICE. YOU HEREBY GRANT AGENCY AUTHORITY TO ANY PARTY WHO CLICKS ON THE “I AGREE” BUTTON OR OTHERWISE INDICATES ACCEPTANCE TO THESE TERMS AND CONDITIONS ON YOUR BEHALF.

THE WEARLINQ SERVICE IS AVAILABLE TO USERS IN THE UNITED STATES OF AMERICA (USA). THE WEARLINQ SERVICE IS NOT INTENDED TO AUTOMATICALLY DIAGNOSE ANY HEART CONDITION OR ALERT HEALTHCARE PROFESSIONALS OR PATIENTS TO POTENTIALLY SERIOUS HEART OR CARDIOVASCULAR CONDITIONS OR ABNORMAL ARRHYTHMIAS. ALTHOUGH WEARLINQ MAY ENABLE YOU TO CONNECT WITH A HEALTHCARE PROVIDER FOR INTERPRETATION, WEARLINQ DOES NOT AUTOMATICALLY REVIEW, MONITOR, EVALUATE, OR ANALYZE ANY INFORMATION GENERATED FROM THE WEARLINQ SERVICE. YOUR MEDICAL DATA WILL BE REVIEWED BY YOUR PHYSICIAN. IF YOU HAVE A MEDICAL EMERGENCY, SEEK IN-PERSON EMERGENCY CARE IMMEDIATELY OR DIAL 911.

PLEASE NOTE THAT WEARLINQ DOES NOT PROVIDE PROFESSIONAL MEDICAL, DIAGNOSIS OR TREATMENT ADVICE, AND THAT NO INFORMATION, DATA OR FINDINGS INCLUDED IN A REPORT SHALL BE CONSIDERED AS SUCH. A BOARD CERTIFIED PHYSICIAN WILL BE RENDERING A DIAGNOSIS OR PROVIDING TREATMENT ADVICE. THERE IS NO EXPRESS OR IMPLIED PHYSICIAN-PATIENT RELATIONSHIP BETWEEN WEARLINQ AND USERS OF THE WEARLINQ SERVICE.

ARBITRATION NOTICE: YOU AGREE THAT DISPUTES BETWEEN YOU AND US OR YOU AND THE MEDICAL GROUPS OR PROVIDERS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR THE SERVICE WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHTS TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION, AS FURTHER SET FORTH BELOW. WE EXPLAIN SOME EXCEPTIONS AND HOW YOU CAN OPT OUT OF ARBITRATION BELOW.

Acceptance and modifications to terms of service

Your access to and use of the Service is subject to this Agreement, as well as all applicable laws and regulations. If you do not accept and agree to be bound by this Agreement in its entirety, you are strictly prohibited from visiting, accessing, registering with and/or using the Service or any information or Content provided through the Service, except as necessary to review this Agreement. We reserve the right, at our discretion, to change these Terms on a going-forward basis at any time. Please check these Terms periodically for changes. If a change to these Terms materially modifies your rights or obligations (“Material Changes”), we will notify you of the modified Terms by email to the address you provided in your user profile. Material Changes will be effective upon your acceptance of such modified. Immaterial modifications are effective upon publication. 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. If you disagree with this Agreement or any terms or conditions herein, your sole remedy is to discontinue your use of the Service. You may not amend or modify these Terms under any circumstances.

Your Relationship with Us

As part of the Service, we may enable you to obtain certain telehealth consultations with a board-certified cardiologist or other provider (collectively “Provider” or “Providers”) licensed in your state of residence that may or may not be part of a medical group (“Medical Group”). The Provider will review the EKG recordings from your prescription period, make appropriate medical findings and diagnoses from the ECG recording, make notes, and generate a final report that is provided back to you through the WearLinq App. All medical services are provided by licensed clinicians not working for or directly contracting with WearLinq.

WearLinq does not practice medicine and offers no medical services. We do not control or interfere with the practice of medicine by the Providers, each of whom is solely responsible for directing the medical care, and/or treatment they provide to you. By accepting this Agreement, you acknowledge and agree that WearLinq is not a healthcare provider and that by using the Service, you are not entering into a doctor-patient or other health care provider-patient relationship with WearLinq. By using the Service, you may, however, be entering into a doctor-patient or other health care provider-patient relationship with the Provider, or any of their respective Medical Group.

By accepting this Agreement, you acknowledge and agree that the Medical Group and/or Providers may send you messages, reports, and emails via the Service regarding your diagnosis and/or treatment. You understand and agree that WearLinq is not responsible for the security or privacy of communications services you use to receive the aforementioned messages, reports, and emails sent via the Service. You further understand and agree that it is your sole responsibility to monitor and respond to these messages, reports, and emails and that neither WearLinq nor the Medical Group nor any Provider will be responsible in any way and you will not hold WearLinq, the Medical Group or any Provider liable for any loss, injury, or claims of any kind resulting from your failure to read or respond to these messages or for your failure to

comply with any treatment recommendations or instructions from the Medical Group or your Provider(s).

While you are not establishing a doctor-patient or other health care provider-patient relationship with WearLinq, by using the Service, you are establishing a direct customer relationship with WearLinq to use the Service, including the purchase of any non-prescription products or non-medical services sold directly to you by WearLinq via the Service. In connection with such relationship, you may provide to us, or cause to be provided to us on your behalf, personal information, including health information, that is subject to use by us in accordance with our Privacy Policy. Please refer to the “Privacy Policy” section and the “Protected Information” section below for additional information.

WearLinq may engage third parties (including WearLinq’s affiliates) to perform, or support the performance of, all or any portion of the WearLinq Service or the WearLinq website.

Payments & Prescriptions

The WearLinq Service requires a valid prescription by a licensed healthcare provider. If you’ve selected the out-of-pocket option WearLinq will charge the payment method you specify at the time of purchase. You authorize WearLinq to charge all sums as described in these Terms, for the WearLinq Service you select, to that payment method. If you pay any fees with a credit card, WearLinq may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase. All fees are in U.S. Dollars and are non-refundable.

By using the Service you authorize WearLinq and/or Medical Group to bill your insurance for services performed. You are responsible for any co-pays or deductibles, and you authorize WearLinq to charge your payment method for those. Further, if Your insurance company/companies does not pay, you authorize WearLinq to charge the amount to your payment method.

WearLinq reserves the right to determine pricing for the Service. WearLinq will make reasonable efforts to keep pricing information published on the Software Service up to date. We encourage you to check our website periodically for current pricing information. WearLinq may change the fees for any feature of the Service, including additional fees or charges, if WearLinq gives you advance notice of changes before they apply. The fees you owe may vary based on the associated employer or healthcare provider agreement with WearLinq and Medical Group, or the coverage offered by your applicable health insurance provider. WearLinq and the Medical Group are not responsible for whether your health insurance offers any amount of coverage for the Services.

Eligibility, User Representations and Warranties

You must be at least 18 years of age to use the WearLinq Service. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 18 years of age; (b) you are a resident of the United States; (c) you will not access or use the WearLinq Service except as expressly permitted by these Terms and any additional instructions, guidelines or policies issued by WearLinq, including those posted in the WearLinq Service; (d) all of the information, data and other materials provided by you in support of your account registration are accurate and truthful

in all respects; (e) these Terms have been executed and delivered by you and constitute a valid and binding agreement with you, enforceable against you in accordance with their terms; and (f) your registration and your use of the WearLinq Service is in compliance with all applicable laws and regulations in your local jurisdiction. If you are using the WearLinq Service on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind that organization to these Terms and you agree to be bound by these Terms on behalf of that organization.

Telehealth

Telehealth involves the delivery of health and mental health care services using electronic communications, information technology or other means between a healthcare provider and a patient who are not in the same physical location. While the provision of health and mental health care services using telehealth may offer certain potential benefits, there are also potential risks associated with the use of telehealth. The telehealth services are not a substitute for in-person care in all cases. In order to use the Service, you will be required to review and agree to an informed consent regarding the use of telehealth (the “Patient Consent”) that will be provided to you via the Service. You agree that WearLinq is a third-party beneficiary of the Patient Consent and has the right to enforce it against you.

Use of the WearLinq Service

The WearLinq Service is intended only to allow you to record, store, transfer, view, share data with a healthcare professional, and use certain data pertaining to you as made available by the WearLinq Service. You may not access or use the Service for any other purpose. You may use the WearLinq Service, including any data presented to you on or by the WearLinq Service, or otherwise hosted or stored by WearLinq for you, only for lawful and appropriate purposes on your own behalf, and subject to your full compliance with these Terms and any other guidelines and policies applicable to the WearLinq Service which WearLinq may post from time to time.

WearLinq owns and operates the WearLinq Service. The documents and other information and content available on the WearLinq Service (the “Site Content”) are protected by copyright and other intellectual property laws throughout the world. All copyright and other proprietary notices on any Site Content must be retained on any copies made thereof. Any unauthorized reproduction, modification, distribution, public display or public performance of any Site Content is strictly prohibited. WearLinq and its suppliers reserve all rights not granted in these Terms.

Subject to the restrictions set forth in these Terms, WearLinq grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install and use the App in object code format on devices that you own or control, solely for use with the WearLinq Services. By downloading or using our app(s), you, acknowledge that the App is licensed, not sold to you; and that third party terms and fees may apply to the use and operation of your device in connection with your use of the App, such as your carrier’s terms of services, and fees for phone service, data access, or messaging capabilities, and that you are solely responsible for payment of any and all such fees.

The WearLinq Service is owned and operated by WearLinq. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code),

products, software, services, and all other elements of the WearLinq Service (“Materials”) provided by WearLinq are protected by intellectual property and other laws. All Materials included in the WearLinq Service are the property of WearLinq or our third-party licensors. Except as expressly authorized by WearLinq, you may not make use of the Materials. WearLinq reserves all rights to the Materials not granted expressly in these Terms.

Accounts and Registration

To access most features of the WearLinq Service, you must register for an account. When you register for an account, you may be required to provide us with some information about yourself including personal information such as your name, email address, password, gender, height and birthdate. If you already received a prescription from Your healthcare provider this information may be auto populated. If you’ve selected to have insurance pay for the WearLinq service you’ll need to provide additional information about your insurance plan and policy. You may choose to provide additional information to us. You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times, if inaccuracies in this information causes insurance not to pay for the service you may be responsible for additional fees as described in section Payments & Prescriptions. When you register, you will be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password, and you accept responsibility for all activities that occur under your account. If you have reason to believe that your account is no longer secure, then you must immediately notify us at support@wearlinq.com. Your account may automatically expire following any period of inactivity associated with your account over twelve (12) consecutive months.

Personalized Surveillance Service.

Under some circumstances, WearLinq may present you with notifications or suggested actions based on your historical data and other information you have provided to us such as ‘medications’, ‘symptoms’, ‘activities’ or your collected health information. Any notifications or suggested actions, or lack thereof, are not an indication of your health, nor are those notifications or suggested actions intended to replace the opinion of your physician. It is your responsibility to present your data to your physician, and to discuss with your physician what the proper course of action is based on your medical history. WearLinq may also allow you to schedule reminder notices using the WearLinq Service, such as reminders to take medication. WearLinq makes no representations about accuracy, reliability, completeness, or timeliness of any push notifications, as parts of the process are outside of WearLinq’s control. You accept that any reliance on these reminders will be at your own risk, and WearLinq disclaims all liability arising from your use of them. You agree that WearLinq may send push notifications to your mobile device for WearLinq Service-related or marketing purposes, if they are enabled and in accordance with the Privacy Policy. You may turn off push notifications through your device settings or in the WearLinq app.

User Content

Certain features of the WearLinq Service may permit you, your healthcare provider, or other users to upload content to the WearLinq Service, including messages, images, data, text, location information, and other types of information (“User Content”) and to publish User Content on the WearLinq Service. You retain the copyrights, including any moral rights, and any other proprietary rights that you may hold in the User Content that you post to the WearLinq Service; provided that if you choose to link your account to our WearLinq service or information systems offered by your healthcare provider, any data provided to a healthcare provider may become part

of your health record, and that copy of such data may be owned and/or controlled by that healthcare provider under applicable law.

By posting or publishing User Content, you grant WearLinq a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, fully paid, transferable right and license (with the right to sublicense) to use, host, store, transfer, display, perform, reproduce, modify, create derivative works of, and distribute your User Content, in whole or in part, for any purpose in accordance with the Privacy Policy, in any media formats and through any media channels now known or hereafter developed. We may also create anonymized data and images from your User Content, and such data and images will no longer be your User Content. You irrevocably and forever waive any rights you may have regarding your User Content being altered or manipulated in any way that may be objectionable to you. WearLinq reserves the right to refuse to accept, post, display, or transmit any of your User Content in its sole discretion.

By posting or sharing User Content with other users of the WearLinq Service, or connecting your account to your healthcare provider through our WearLinq service, you grant those users and/or healthcare providers a non-exclusive license to access and use that User Content as permitted by these Terms and the functionality of the WearLinq Service.

You are solely responsible for your User Content and the consequences of posting or publishing User Content. By posting or publishing User Content, you affirm, represent, and warrant that:

- you are the creator and owner of the User Content, or have the necessary licenses, rights, consents, and permissions to authorize WearLinq and users of the WearLinq Service to use and distribute your User Content as necessary to exercise the licenses granted by you in this section, in the manner contemplated by WearLinq, the WearLinq Service, and these Terms; and
- your User Content, and the use of your User Content as contemplated by these Terms, does not and will not: (i) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (iii) cause WearLinq to violate any law or regulation.

You agree to pay for any and all royalties, fees, or other monies owing any person by reason of

We are under no obligation to edit or control User Content that you or other users post or publish, and will not be in any way responsible or liable for User Content. WearLinq may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in our sole judgment violates these Terms or is otherwise objectionable. You understand that when using the WearLinq Service you will be exposed to User Content from a variety of sources and acknowledge that User Content may be inaccurate, offensive, indecent, or objectionable. To the fullest extent allowed under applicable law, you agree to waive, and do waive, any legal or equitable right or remedy you have or may have against WearLinq with respect to User Content. We expressly disclaim any and all liability in connection with User Content, to the fullest extent allowed under applicable law. If notified by a user or content owner that User Content allegedly does not conform to these Terms, we may investigate the allegation and determine in our sole

discretion whether to remove the User Content, which we reserve the right to do at any time and without notice.

If you believe that any User Content does not conform to these Terms, please notify us.

We comply with the provisions of the Digital Millennium Copyright Act (the “DMCA”) applicable to our operations (17 U.S.C. §512, as amended). If you have an intellectual property rights-related complaint about material posted on the WearLinq Service, you may contact our designated agent at the following address:

WearLinq, Inc.
ATTN: Legal
1819 Polk St. #148
San Francisco, CA 94109
USA
Email: support@wearlinq.com

Please note that under applicable law, if you knowingly give false, misleading or inaccurate information that User Consent is infringing, you may be subject to civil or criminal penalty.

Any notice under the Digital Millennium Copyright Act (the “DMCA”) alleging that materials hosted by or distributed through the WearLinq Service infringe intellectual property rights must include all of the information required by the DMCA for such notices.

WearLinq will promptly terminate without notice the accounts of users that are determined by WearLinq to be “Repeat Infringers.” A Repeat Infringer is a user who has been notified of infringing activity or has had User Content removed from the WearLinq Service at least three times.

If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the WearLinq Service (“Feedback”), then you hereby grant WearLinq an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve the WearLinq Service and create other products and services.

Prohibited Conduct

BY USING THE WEARLINQ SERVICE YOU AGREE NOT TO:

1. use or access the WearLinq Service (a) from a jurisdiction where such use or access is not authorized, (b) for any illegal purpose, or (c) in violation of any local, state, national, or international law;
2. conduct activities that may be harmful to others or that could damage WearLinq’s reputation;

3. violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third party intellectual property right, or disclosing personal information about another person;
4. post, upload, or distribute marketing or advertising links or content, or any User Content or other content that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate;
5. use scrapers, robots, or other data gathering devices on or through the WearLinq Service, or frame or otherwise provide the WearLinq Service to third parties without WearLinq's permission;
6. interfere with security-related features of the WearLinq Service, including by: (a) disabling or circumventing features that prevent or limit use or copying of any content; or (b) reverse engineering, decompiling, or otherwise attempting to discover the source code of any portion of the Service, including the app(s), except to the extent that such activity is expressly permitted by applicable law notwithstanding this restriction;
7. interfere with the operation of the WearLinq Service or any user's enjoyment of the WearLinq Service, including by: (a) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (b) making any unsolicited offer or advertisement to another user of the WearLinq Service; (c) attempting to collect personal information, including without limitation ECG data or other health information, about another user or third party without their consent; or (d) interfering with or disrupting any network, equipment, or server connected to or used to provide the WearLinq Service, or violating any regulation, policy, or procedure of any such network, equipment, or server;
8. perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, accessing any other WearLinq Service or account without permission, or falsifying your account registration information;
9. modify, translate, or create derivative works, adaptations or compilations of, or based on, the WearLinq Service or part thereof, or use, copy or reproduce the WearLinq Service or any part thereof other than as expressly permitted in these Terms;
10. assign, sublicense, lease, sell, grant a security interest in, or otherwise transfer the access granted under these Terms or any Materials (as defined in Section 17) or any right or ability to view, access, or use any Material; or
11. attempt to do any of the acts described in this Section 10, or assist or permit any person in engaging in any of the acts described in this Section 10.

Third-Party Services and Linked Websites.

The Site and WearLinq service may contain links to other web sites operated by third parties. Such third-party web sites are not under the control of WearLinq and we are not responsible for

the content of any third party web site or any link contained in a third party web site. WearLinq provides these links only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to third party web sites.

WearLinq may provide tools through the WearLinq Service that enable you to export information, including without limitation ECG Data and User Content, to third party applications or services. By using one of these tools, you represent, warrant, and agree that such transfers are permitted under applicable law and that you are authorized to, and that we may on your behalf, transfer that information to or from the applicable third-party service in accordance with the Privacy Policy. Third-party services are not under our control, and we are not responsible for any third-party's use of your exported information. If you enable the features of the WearLinq Service that are designed to import information from such third-party services, you hereby authorize and grant WearLinq a perpetual, irrevocable license to use such imported information and disclose it to third parties such as your healthcare professional in accordance with the Privacy Policy and applicable law.

Termination of Use

You may terminate your account at any time by following the procedures detailed on the WearLinq website or contacting customer service at support@WearLinq.com. If you violate any provision of these Terms, your permission from us to use the WearLinq Service will terminate automatically. In addition, WearLinq may in its sole discretion terminate your user account on the WearLinq Service or suspend or terminate your access to the WearLinq Service at any time if you violate any provision of these Terms, if we no longer provide any part of the WearLinq Services or for any other reason, with or without notice. We also reserve the right to modify or discontinue the WearLinq Service at any time (including by limiting or discontinuing certain features of the WearLinq Service), temporarily or permanently, without notice to you. To the fullest extent permitted under applicable law, we will have no liability on account of any change to the WearLinq Service or any suspension or termination of your access to or use of the WearLinq Service, provided that if WearLinq ceases to operate the WearLinq Service and terminates your access to the WearLinq Service accordingly, then you will be entitled to a pro-rated refund of any prepaid fees that you have paid to WearLinq for use of the WearLinq Service. Upon the termination of your account or this agreement for any reason, WearLinq may at its option delete any data associated with your account.

Privacy Policy

WearLinq understands the importance of confidentiality and privacy regarding your personal information. Please see our Privacy Policy for a description of how we may collect, use and disclose your personal information. The Privacy Policy is incorporated by this reference into, and made a part of, these Terms.

Indemnification

You agree to defend, indemnify, and hold WearLinq Parties and any Third Parties offering products or services through the Service, including the Medical Group and Providers harmless from and against any and all suits, actions, claims, proceedings, damages, settlements, judgments, injuries, liabilities, obligations, losses, risks, costs, and expenses (including, without limitation, attorneys' fees and litigation expenses) relating to or arising from your use of the Service, your fraud, violation of law, or willful misconduct, any breach by you of this Agreement or your violation of any rights of any other person or entity. We reserve the right to control the

defense of any claim by a third-party for which we are entitled to indemnification, and you agree to provide us with such cooperation as is reasonably requested by us.

Disclaimers

THE WEARLINQ SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE WEARLINQ SERVICE ARE PROVIDED “**AS IS**” AND ON AN “**AS AVAILABLE**” BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE WEARLINQ ENTITIES DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE WEARLINQ SERVICE, ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE WEARLINQ SERVICE, AND ANY SOFTWARE OR HARDWARE ASSOCIATED OR USED WITH THE WEARLINQ SERVICE, OR THE AVAILABILITY OF ANY OF THE FOREGOING, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE; AND (C) ANY WARRANTY AS TO WHETHER THE ECG DATA OR OTHER INFORMATION AVAILABLE ON OR TRANSMITTED BY THE WEARLINQ SERVICE IS TRUE, COMPLETE OR ACCURATE. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT WEARLINQ IS NOT RESPONSIBLE FOR ANY HEALTHCARE OR RELATED DECISIONS MADE BY YOU OR YOUR HEALTHCARE PROFESSIONAL BASED UPON DATA COLLECTED, TRANSMITTED OR DISPLAYED BY OR ON THE WEARLINQ SERVICE, WHETHER SUCH DATA IS ACCURATE OR INACCURATE. THE WEARLINQ ENTITIES DO NOT WARRANT THAT THE WEARLINQ SERVICE OR ANY PORTION OF THE WEARLINQ SERVICE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE WEARLINQ SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE WEARLINQ SERVICE OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE WEARLINQ SERVICE WILL CREATE ANY WARRANTY REGARDING ANY OF THE WEARLINQ ENTITIES OR THE WEARLINQ SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. YOU ASSUME ALL RISK FOR ANY DAMAGE THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE WEARLINQ SERVICE, YOUR DEALING WITH ANY OTHER WEARLINQ SERVICE USER, AND ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE WEARLINQ SERVICE. YOU UNDERSTAND AND AGREE THAT YOU USE THE WEARLINQ SERVICE, AND USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN MATERIALS OR CONTENT THROUGH THE WEARLINQ SERVICE AND ANY ASSOCIATED SITES OR SERVICES, AT YOUR OWN DISCRETION AND RISK, AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE WEARLINQ SERVICE), OR THE LOSS OF DATA THAT RESULTS FROM THE USE OF THE WEARLINQ SERVICE OR THE DOWNLOAD OR USE OF THAT MATERIAL OR CONTENT.

THE ABOVE PARAGRAPHS APPLY TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW. SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF

WARRANTIES, IN PARTICULAR A DISCLAIMER OF WARRANTIES PROVIDED OR IMPLIED BY LAW, SUCH AS LEGAL GUARANTEES OF CONFORMITY FOR GOODS OFFERED TO CONSUMERS IN THE EU, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

Limitation of Liability

IN NO EVENT WILL THE WEARLINQ ENTITIES BE LIABLE TO YOU FOR ANY DIRECT, 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 WEARLINQ SERVICE OR ANY MATERIALS OR CONTENT ON THE WEARLINQ SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY WEARLINQ ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE. FOR THE AVOIDANCE OF DOUBT, THE EXCLUDED DAMAGES ALSO INCLUDE WITHOUT LIMITATION, LOSS OF SAVINGS OR REVENUE; LOSS OF PROFIT; LOSS OF USE; LOSS OF LIFE OR HEALTH, THE CLAIMS OF THIRD PARTIES; AND ANY COST OF ANY SUBSTITUTE EQUIPMENT OR SERVICES. EXCEPT AS PROVIDED IN SECTION 261.E, IF WEARLINQ CANNOT LAWFULLY DISCLAIM LIABILITY FOR ANY OF THE FOREGOING DAMAGES, THEN THE AGGREGATE LIABILITY OF THE WEARLINQ ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE WEARLINQ SERVICE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF THE AMOUNTS YOU HAVE PAID TO USE THE WEARLINQ SERVICE OR \$100, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN WHICH CASE SUCH LIMITATIONS SHALL APPLY TO YOU TO THE EXTENT PERMITTED IN SUCH JURISDICTION. FURTHERMORE, NOTHING IN THESE TERMS LIMITS OR EXCLUDES ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED BY LAW, SUCH AS LIABILITY FOR INTENTIONAL VIOLATION OF THESE TERMS. NOTHING IN THESE TERMS AFFECTS YOUR LEGAL RIGHTS AS A CONSUMER.

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 22 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Force Majeure

WearLinq will be excused from performance under these Terms for any period that it is prevented from or delayed in performing any obligations pursuant to these Terms, in whole or in part, as a result of a Force Majeure Event. To the fullest extent permitted under applicable law,

for purposes of this section, “Force Majeure Event” means an event or series of events caused by or resulting from any of the following: (1) weather conditions or other elements of nature or acts of God; (2) acts of war, acts of terrorism, insurrection, riots, civil disorders or rebellion; (3) quarantines or embargoes, (4) labor strikes; (5) telecommunications, network, computer, server or Internet downtime; (6) unauthorized access to WearLinq’s information technology systems by third parties; or (7) other causes beyond the reasonable control of WearLinq.

Governing Law

These Terms are governed by the laws of the State of California without regard to conflict of law principles. You and **WearLinq** submit to the personal and exclusive jurisdiction of the state courts and federal courts located within San Francisco, California for resolution of any lawsuit or court proceeding permitted under these Terms. We operate the Service from our offices in California, and we make no representation that Materials included in the Service are appropriate or available for use in other locations.

General

These Terms, together with the Privacy Policy and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and WearLinq regarding your use of the Service. 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. Throughout these Terms the use of the word “including” means “including but not limited to”. 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.

Dispute Resolution and Arbitration

- 1. Generally.** In the interest of resolving disputes between you and WearLinq in the most expedient and cost effective manner, and except as described in part 2 of this Section, you and WearLinq 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 WEARLINQ ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.**
- 2. Exceptions.** Despite the provisions of part 1 of this section, 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.

- 3. Arbitration.** Any arbitration between you and WearLinq 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, by calling the AAA at 1-800-778-7879, or by contacting WearLinq. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.
- 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”). WearLinq’s address for Notice is: 1819 Polk St. #148, San Francisco, CA 94109. 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 directly within 30 days after the Notice of Arbitration is received, you or WearLinq may commence an arbitration proceeding in accordance with the procedures set forth herein. 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 WearLinq 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 WearLinq in settlement of the dispute prior to the award, WearLinq will pay to you the higher of: (i) the amount awarded by the arbitrator; or (ii) \$10,000.
- 5. Fees.** If you commence arbitration in accordance with these Terms, WearLinq 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 San Francisco, 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 WearLinq 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.

6. **No Class Actions.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AND WEARLINQ 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 WearLinq 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.
7. **Modifications to this Arbitration Provision.** If WearLinq makes any future change to this arbitration provision, other than a change to WearLinq's address for Notice of Arbitration, you may reject the change by sending us written notice within 30 days of the change to WearLinq's address for Notice of Arbitration, in which case your account with WearLinq will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.
8. **Enforceability.** If part 6 of this Section is found to be unenforceable or if the entirety of this Section (Dispute Resolution and Arbitration) is found to be unenforceable, then the entirety of this Section will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described in Section "Governing Law" will govern any action arising out of or related to these Terms.

Notices & Electronic Communications

By using the WearLinq Service, you consent to receiving certain electronic communications from us as further described in the Privacy Policy. Please read the 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. All notices from WearLinq intended for receipt by You shall be deemed delivered and effective when sent to the email address provided by You during the registration process or when posted to and made available to you on the WearLinq Service. If you change the email address provided in connection with your registration to access and use the WearLinq Service, you must update your address in accordance with the procedures set forth on the WearLinq Service. By providing your mobile number to us, you consent to receive text messages at that number as requested for account verification, message notifications, and other purposes related to the WearLinq Service. While we do not charge a fee for text messages, your carrier may charge standard messaging, data, and other fees. You are responsible for those charges. We may send and receive text messages through cellular telephone operators or other networks, and the level of reliability may vary. We are not responsible for the timeliness or final delivery of the message, as this is outside our control and is the responsibility of the cellular telephone operator or other networks. Notwithstanding the foregoing, we will use your mobile number in accordance with the Privacy Policy.

NOTICE REGARDING APPLE

You acknowledge that these Terms are between you and WearLinq only, not with Apple, and Apple is not responsible for the App and the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, then you may notify Apple and Apple will refund the purchase price for the App to you, if any; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the App.

Apple is not responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that the App or your possession and use of the App infringes that third party's intellectual property rights. You agree to comply with any applicable third-party terms, when using the App. Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms, and upon your acceptance of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms against you as a third party beneficiary of the Terms. You hereby represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.