eM Life Terms of Use

Revised as of Sept 1, 2023

IMMEDIATELY BELOW ARE THE PARTICIPANT TERMS OF USE APPLICABLE TO USERS ENROLLED IN THE eM Life PROGRAM. IF YOU ARE AN EMPLOYER, CLICK HERE FOR THE CLIENT TERMS OF SERVICE APPLICABLE TO EMPLOYERS OFFERING THE EM Life PROGRAM TO THEIR EMPLOYEES.

eM Life
Participant Terms of Use

Welcome to eM Life! These Terms of Use (these "Terms") apply to your access to, and use of the eM Life website www.emindful.com (the "Site"), our mobile applications (the "Apps") and other online services which link to these Terms (collectively, the "Services") which are owned and operated by NS412, LLC dba Wondr Health and its affiliates and subsidiaries (collectively, "Wondr Health", "we", "us" or "our"). Please review these Terms carefully before using our Services.

WHILE ALL EACH PROVISION OF THESE TERMS IS IMPORTANT, SECTIONS 12, 13, 14, AND 15 CONTAIN IMPORTANT DISCLAIMERS AND PROVISIONS THAT REQUIRE YOU TO INDEMNIFY US IN CERTAIN SITUATIONS AND LIMIT WONDR HEALTH 'S LIABILITY TO YOU.

NOTE THAT SECTION 18 OF THESE TERMS REQUIRES YOU TO RESOLVE CERTAIN DISPUTES THROUGH ARBITRATION AND WAIVE YOUR RIGHT TO A JURY TRIAL AND RIGHT TO BRING A CLASS OR REPRESENTATIVE ACTION.

By clicking "I accept" or by accessing or using the Services, you agree to be bound by these Terms and all of the terms incorporated herein by reference. If you do not agree to these Terms, including the mandatory arbitration and class action waiver in Section 18, you may not access or use the Services.

1. Important Notices and Disclaimers

USE OF THE SERVICES IS NOT FOR MEDICAL EMERGENCIES. IF YOU THINK YOU HAVE A MEDICAL EMERGENCY, CALL 911.

While the Services may facilitate your interactions with a third party healthcare provider, WONDR HEALTH IS NOT A HEALTHCARE PROVIDER OR MEDICAL ORGANIZATION, AND OUR STAFF DOES NOT DELIVER PROFESSIONAL MEDICAL SERVICES, PROVIDE MEDICAL ADVICE, OR PROVIDE MEDICAL DIAGNOSES. Nothing contained in these Services should be construed as, contain, or constitute medical advice, opinion, or diagnoses. You should always consult with your health care provider before participating in any health program. Your use of the Services

does not create a doctor-patient relationship between you and Wondr Health, including any Wondr Health personnel.

THE SERVICES AND ANY WONDR HEALTH CONTENT PROVIDED THEREIN ARE FOR INFORMATIONAL USE ONLY. Any information and reports generated by Wondr Health shall not be interpreted as a substitute for physician consultation, evaluation, treatment, medical advice, or diagnosis, and the information made available on or through the Services should not be relied upon when making medical decisions, or to diagnose or treat a medical or health condition. You should consult with your personal physician or other healthcare professional if you have any healthcare related questions or before embarking on any new health program. Never disregard professional medical advice or delay in seeking it because of something you have read on the Wondr Health Services.

If you are being treated for an illness, taking prescription medication, or following a therapeutic diet to treat disease, it is especially important to consult with your personal physician or other healthcare professional before using the Wondr Health Services.

WONDR HEALTH EXPRESSLY DISCLAIMS ANY LIABILITY, LOSS, DAMAGE, OR INJURY CAUSED BY THE SERVICES OR WONDR HEALTH CONTENT. YOU REPRESENT TO US (WHICH REPRESENTATION SHALL BE DEEMED TO BE MADE EACH TIME YOU USE THE SERVICES), THAT YOU ARE NOT USING THE SERVICES OR PARTICIPATING IN ANY OF THE ACTIVITIES OFFERED BY THE SERVICES FOR THE PURPOSE OF SEEKING MEDICAL CARE.

THE INFORMATION SHOULD NOT BE USED FOR DIAGNOSING OR TREATING A HEALTH PROBLEM. Not all health plans suit everyone. The Services may include individual examples of results; however, such results may not be typical. The Services are not intended for use by any individuals with any type of health condition or status such that your physician advises against using the services. All individuals are specifically warned to seek professional medical advice prior to initiating any health program.

YOUR RELIANCE ON THE SERVICES AND WONDR HEALTH CONTENT OBTAINED OR USED BY YOU IS SOLELY AT YOUR OWN RISK, EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW.

2. Privacy Policy

For more information about how we collect, use and disclose information about you, please see our Privacy Policy located at https://emindful.com/privacy-policy/ and our HIPAA Notice of Privacy Practices [INSERT LINK].

3. Eligibility

The Services are not targeted toward or intended for use by anyone under the age of 18. By accessing or using the Services, you represent and warrant that you:

- are 18 years of age or older,
- are a legal resident of the United States,
- have not been previously suspended or removed from the Services, or engaged in any activity that could result in suspension or removal from the Services, and
- have full power and authority to enter into these Terms and in so doing will not violate any other agreement to which you are a party.

If you register to use the Services with your employer or insurance carrier that is a customer of ours (such employer or insurance carrier "Customer"), then you are a "Customer User", and there may be additional eligibility requirements. Any such additional requirements will be made available to you by your employer or insurance carrier Customer. In addition, your use of the Services is also subject to our agreement with such Customer ("Customer Agreement") and to the extent of a conflict between the Customer Agreement and these Terms, the provision more protective of Wondr Health's rights will control.

4. Terms of Sale

4.1. Payment and Billing Information

If you are paying for the Services directly yourself, then by providing a credit card or other payment method that we accept, you represent and warrant that you are authorized to use the designated payment method and that you authorize us (or our third-party payment processor) to charge your payment method for the total amount of your purchase (including any applicable taxes and other charges) (each, a **"**Transaction**"**). If the payment method cannot be verified, is invalid or is otherwise not acceptable, your Transaction may be suspended or cancelled. You must resolve any payment method problems before we proceed with your Transaction. If you want to change or update your payment method information, you can do so at any time by logging into your account. You agree to be responsible for all charges resulting from the use of your account on the Services, including charges resulting from unauthorized use of your account prior to your notification of such unauthorized use to Wondr Health.

You acknowledge that the amount billed may vary due to promotional offers, preferences you select, or changes in applicable taxes or other charges, and, to the extent you pay for the Services directly, you authorize us (or our third party-payment processor) to charge your payment method for the corresponding amount.

4.2. Continuous Subscription; Cancelation Policy

When you register for an automatically recurring subscription, you expressly acknowledge and agree that Wondr Health (or our third-party payment processor) is authorized to charge you on a recurring basis for your subscription (in addition to any applicable taxes and other charges) for as long as your subscription continues. You may cancel your subscription at any time by contacting us at support@emindful.com, and the cancellation will take effect the day after the last day of your current subscription period. We do not provide refunds or credits for any partial subscription periods.

4.3. Pricing and Availability

All prices on our Services are shown in U.S. dollars and applicable taxes and other charges, if any, are additional. We reserve the right to adjust prices as we may determine in our sole discretion, at any time and without notice, including without limitation, as based on geographic or other criteria as we may establish from time to time. We will not, however, be able to notify you of changes in any applicable taxes.

All of our Services are subject to availability, and we reserve the right to impose quantity limits on any transaction, to reject all or part of a transaction, and to discontinue offering certain Services without prior notice.

We may engage with third-parties to provide aspects of the Services or to facilitate a transaction with you, in accordance with applicable law.

4.4. Special Offers

From time to time, we may offer coupons or other promotions with special offers. To redeem, you must adhere to any additional terms or conditions applicable to such promotions, including any terms applicable to redemption. Special offers cannot be combined with other promotions. We reserve the right, without prior notice and at any time to limit or impose conditions on the honoring of any coupon or other promotion.

4.5. Taxes

We will collect applicable sales, use and other tax (collectively, "Tax") on Services for which we determine we have a duty to collect Tax. If a Service is subject to Tax, you agree that the amount of Tax shown at checkout may be adjusted. Several factors may cause this, such as variances between processor programs and changes in applicable Tax rates.

4.6. Refunds

All sales are final. We do not provide refunds on orders.

4.7. Customer Service

If you have any questions or concerns relating to your order, please contact us at: support@emindful.com.

5. Registration and Account Creation; Rules of Conduct

5.1 **Registration and Account Creation**

Although certain parts of the Services may be accessible without creating an account, you may be required to create an account to access and use other parts of the Services. If you create an account, you agree to provide information that is current, accurate, and complete, and to maintain and update any information about yourself that you have provided to Wondr Health. If you do not maintain such information, or Wondr Health has reasonable grounds to suspect as much, Wondr Health has the right to suspend or terminate your account and your use of the Services. You agree to keep your username and password confidential and to exit from your account at the end of each session. You are responsible for all activities that occur under your account and for maintaining the confidentiality of your password. You also agree to immediately notify Wondr Health of any unauthorized use of your username, password or any other breach of security that you become aware of involving or relating to the Services by emailing Wondr Health at support@emindful.com. Wondr Health may take any and all actions it deems necessary or reasonable to maintain the security of the Services.

You are responsible for changing your password promptly if you think it has been compromised. You may not transfer or share your password with anyone or create more than one account. You may not use anyone else's account at any time. Wondr Health explicitly disclaims liability for any and all losses and damages arising from your failure to comply with this section.

Our Apps are intended for use only on mobile phones that run an unmodified manufacturer approved operating system. Using the Apps on a mobile phone with a modified operating system may undermine security features that are intended to protect your protected health information and other information from unauthorized or unintended disclosure. As a result, you may compromise your information if you use the App on a mobile phone that has been modified. Use of the App on a mobile phone with a modified operating system is a material breach of these Terms.

5.2 Rules of Conduct

You must exercise judgment and responsibility with respect to your use of our Services. You must use the Services only for lawful purposes and may not use the Services to harm others. Without limiting the generality of the foregoing, you must not:

- Use or attempt to use another user's account without authorization from such user and Wondr Health.
- Use the Services for any illegal purpose, nor will you provide any User Content (defined in Section 7 below) in violation of any applicable law or regulation.
- Use the Services in a manner that presents a security risk or that may interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Services or that could damage, disable, overburden or impair the functioning of the Services in any manner.
- Develop any third party applications that interact with User Content or the Services without our prior written consent.
- Use the Services in a manner that infringes any person's copyrights, patents, trademarks, service marks, trade names, trade secrets, or other intellectual property rights, or rights of publicity or privacy. If you are a trademark or copyright owner and you believe that your trademark or copyright rights have been violated by the Wondr Health products or services or Wondr Health Content, please contact us at support@emindful.com.
- Use the Services to engage in libel, defamation, harassment, misappropriation of trade secrets, intentional misrepresentation or fraud, or wrongful publication of private information.
- Post or transmit any User Content that is unlawful, threatening, libelous, defamatory, obscene, inflammatory, pornographic, or profane, or any material that constitutes hate speech or that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law.
- Post or transmit any User Content that impersonates, or misrepresents your affiliation with, any person or entity.
- Introduce viruses, trojan horses, worms, or other computer programming routines that damage, interfere with, intercept, or expropriate any system, data, or personal information.
- Use the Services to gain illegal or unauthorized access to other computers or networks through hacking or other means.
- Post or transmit any User Content that is, in our sole judgment, objectionable or that restricts or inhibits any other person from using or enjoying our Services, or that may expose Wondr Health or others to any harm or liability of any type.
- Use the Services for any commercial purpose, unless approved in writing by Wondr Health;
- Assist or permit any person to engage in any of the activities described above.

In the case of application or feature upgrades on the Services, the Services may require you to install specific software or obtain higher quality services (such as a high-speed Internet service, monitor resolution of 1024 x 768, and supported Web browsers). Wondr Health will disclose

changed requirements on the Services and if necessary, email details to users. You are responsible for obtaining and maintaining all hardware, software, and internet connections as may be required to access the Services.

6. Intellectual Property Protections

Subject to the rules of conduct outlined in Section 5 above, Wondr Health grants you a limited right to access and use the Services, including the content provided in or through the Services ("Wondr Health Content") solely for your personal, noncommercial use. Wondr Health Content includes all materials, text, graphics, logos, images, illustrations, designs, icons, photographs, audio clips, video clips, digital downloads, data compilations, software, testimonials, menus, and other materials that are included on the Services, applications, and portals.

The Services, including all software used to provide the Services and all Wondr Health Content, are owned by Wondr Health and/or its licensors and are protected by trademark, patent, copyright, trade dress and/or other United States and international intellectual property protections.

Unless noted to the contrary, all intellectual property rights in the Services, including such software, the Wondr Health Content, and all trademarks, copyrights, and other intellectual property covering any aspect thereof are owned by eMindful LLC (a wholly owned subsidiary of Wondr Health) or its affiliates or licensors. Except for the limited right to access and use the Services provided above in this section, no other right is granted, no other use is permitted, and we and our licensors expressly reserve all other rights.

Pursuant to the license granted above, you may download or copy a single copy of the Wondr Health Content and other downloadable materials displayed on the Services for your personal, noncommercial use only. No right, title, or interest in any downloaded materials or software is transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, reverse engineer, disassemble, create derivative works from, sell or participate in any sale of, or exploit in any way, in whole or in part, any of the Wondr Health Content, the Services, or any related software. Any unauthorized use terminates the permission or license granted by Wondr Health.

You agree that both the Wondr Health Content and any download or copy of the Wondr Health Content made for your personal use constitute "Confidential Material" that must be held in utmost confidence. Confidential Material includes all proprietary material related to the composition and implementation of the Wondr Health Program and its constituent elements. You may not use Confidential Material to develop, sell, or market projects or services utilizing any form of such Confidential Material or based on the Wondr Health Program. You will not disclose or permit others to disclose Confidential Material to any person or entity.

7. User Content

Our Services may allow you to upload, store and share content, which may include messages, text, photos and other materials (collectively, "User Content"). Except for the license you grant below, as between you and Wondr Health, you retain all rights in and to your User Content. Notwithstanding the foregoing, if you are a Customer User, ownership of any User Content shall be as set forth in the applicable Customer Agreement. You hereby grant Wondr Health a nonexclusive, royalty-free, worldwide, fully-paid, and sub-licensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display your User Content in all media formats and channels now known or later developed without compensation to you.

If you supply or transmit any User Content via the Services, you represent and warrant to us that you have all legal rights necessary to grant us the license described above, and that such material will not violate any law or the rights of any person or entity (including without limitation copyright, trademark, patent, trade secret, or other intellectual property right, or moral right or right of publicity). Any User Content posted publicly or sent privately is the sole responsibility of the person that submitted it. Although Wondr Health reserves the right to, in its sole and exclusive discretion, review or remove all User Content on the Services, we do not necessarily review all of it. As such, we do not take responsibility for any User Content provided through the Services.

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

8. Comments, Feedback, and Other Submissions

You may have the opportunity to provide Wondr Health comments, suggestions, ideas, and other feedback about the Services (collectively, "Feedback"). If you choose to provide Feedback to Wondr Health you agree that Wondr Health has an unrestricted right to use such Feedback and Wondr Health is not required (1) to maintain any Feedback in confidence; (2) to pay to any user any compensation for any Feedback; or (3) to respond to any Feedback.

9. Wondr Health 's Communications to You

Wondr Health may send electronic mail or contact you by phone call or text message for the purpose of advising you of changes or additions to the Services, about any of Wondr Health's products or services, or for such other purpose(s) as Wondr Health deems appropriate. Upon

the receipt of these communications, you will have the option to opt-out or unsubscribe from future electronic mail notifications, phone calls, or text messages. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing.

Wondr Health may offer subscription text message programs. You may enroll in a text message alert program during application to participate in the program or during participation in the program. Wondr Health does not have a separate charge for this service; however, message and data rates may apply from your mobile carrier. Subject to the terms and conditions of your mobile carrier, you may receive text messages sent to your mobile phone. By providing your consent to participate in this program, you approve any such charges from your mobile carrier. Charges for text messages may appear on your mobile phone bill or be deducted from your prepaid balance. Wondr Health reserves the right to terminate any SMS service, in whole or in part, at any time without notice. The information in any message may be subject to certain time lags and/or delays. You are responsible for managing the types of SMS texts you receive. You acknowledge that text messages (and emails) may be unencrypted and carry some risk that the information in the messages could be read by an unauthorized person. You further acknowledge and agree that Wondr Health cannot guarantee the security and confidentiality of the text and email messages that we send to you and we are not responsible for any unauthorized access that occurs during or after the transmission of the text messages to you. If you have any questions or need help please contact Wondr Health support through the options available to you on the website or the mobile app or text HELP to 58845. Carriers are not liable for delayed or undelivered messages.

To stop receiving text messages you may change your opt-in preference through your online profile or text STOP in reply to the message you received. By enrolling in this subscription program, you consent that following such a request to unsubscribe, you may receive one (1) final message from Wondr Health confirming that you have been inactivated in our system. Following such confirmation message, no additional text messages will be sent unless you re-activate your subscription.

Wondr Health may use an automatic dialing system to deliver text messages to you. The Federal Communications Commission defines an "automatic telephone dialing system" or autodialer as equipment that has the capacity to store or produce telephone numbers to be called and to call such numbers. 47 C.F.R. § 64.1200. By your subscription to either, or both, the one-time text message program or the subscription text message program, you give your consent to Wondr Health to use an automatic dialing system to deliver text messages to the telephone or cell phone number to which you have directed Wondr Health to transmit these text messages.

10. Links to Other Sites

The Services may provide links to third-party websites that are not operated by Wondr Health (each, a “Linked Third-Party Website”). These links do not constitute or imply Wondr Health’s endorsement, approval, or sponsorship the Linked Third-Party Website or any information, products, or services contained in such sites. When you access and use a Linked Third-Party Website, you are subject to that third party's terms and conditions of use and privacy policy. Any rights, claims or actions you may have in respect of a Linked Third-Party Website can only be brought directly against the provider of that Linked Third-Party Website. You access and use all Linked Third-Party Websites solely at your own risk. Wondr Health is not liable for any damage that might result from your use of such information, products, or services.

11. Third Party Content

We may display content, advertisements and promotions from third parties through the Services (collectively, “Third Party Content”). We do not control, endorse or adopt any Third Party Content, and we make no representations or warranties of any kind regarding such Third Party Content, including, without limitation, regarding its accuracy or completeness. You acknowledge and agree that your interactions with third parties providing Third Party Content are solely between you and such third parties.

12. Disclaimers

12.1. Inaccuracy Disclaimer

From time to time there may be information on the Services that contains typographical errors, inaccuracies, or omissions. We may correct errors, inaccuracies, or omissions and change or update information at any time without notice. We apologize for any inconvenience this may cause you.

12.2. Warranty Disclaimers

THE SERVICES ARE PROVIDED ON AN "AS IS" AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE, BY YOUR USE OF THE SERVICES, THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK, THAT YOU ASSUME FULL RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH ALL SERVICING OR REPAIRS OF ANY EQUIPMENT YOU USE IN CONNECTION WITH YOUR USE OF OUR SERVICES, AND THAT WONDR HEALTH SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RELATED TO YOUR USE OF THESE SERVICES.

Some states may not allow the exclusion of implied warranties, so the above exclusion may not apply to you. But, to the extent permitted by applicable law, we exclude and expressly disclaim all warranties.

13. Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify and hold harmless Wondr Health, its affiliates, subsidiaries, and any and all of their respective employees, officers, directors, consultants, agents, representatives (collectively, the "Wondr Health Parties"), from and against all claims, actions, damages, judgments, losses, liabilities, expenses and costs, including attorneys' fees (collectively, "Claims") arising out of or relating to:

- any use or misuse of the Services or Wondr Health Content by you or any third party who accesses or uses the Services or Wondr Health Content under your account;
- your User Content and Feedback;
- your violation of these Terms;
- your violation of the rights of another; or
- your negligence, fraud, or intentional misconduct or violation of law.

14. Limitations on Wondr Health's Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE WONDR HEALTH PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, LOSS OR DIMINUTION IN VALUE OF ASSETS OR SECURITIES, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO YOUR ACCESS OR USE OF THE SERVICES OR WONDR HEALTH CONTENT, USER CONTENT, THIRD PARTY CONTENT AND LINKS TO THIRD PARTY SITES, OR OTHERWISE RELATED TO THESE TERMS , REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF THE WONDR HEALTH PARTIES (JOINTLY) ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS EXCEED THE GREATER OF THE AMOUNT YOU PAID TO US IN THE ONE (1) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH YOUR CLAIM AROSE, OR IF YOU HAVE NOT PAID WONDR HEALTH FOR THE USE OF THE SERVICES, $100.

THE FOREGOING SHALL CONSTITUTE THE WONDR HEALTH PARTIES' SOLE LIABILITY AND OBLIGATION IN RESPECT HEREOF.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for damages as described in this section. Accordingly, some of these limitations may not apply to you in their entirety. If you are a resident of a U.S. state that permits the exclusion of these warranties and liabilities, then the limitations in this section specifically do apply to you.

15. Release

To the fullest extent permitted by applicable law, you, on behalf of your heirs, executors, administrators, legal and personal representatives, hereby release, waive, acquit and forever discharge the Wondr Health Parties from and against, and covenant not to sue any such Wondr Health Party for, all claims you have or may have arising out of or in any way related to these Terms.

IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE YOUR RIGHTS UNDER CALIFORNIA CIVIL CODE 1542, WHICH STATES "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

16. Digital Millennium Copyright Act Compliance

We have a policy of limiting access to our Services and terminating the accounts of users who infringe the intellectual property rights of others. If you believe that anything on our Services infringes any copyright that you own or control, you may notify Wondr Health's Designated Agent as follows:

Designated Agent: NS412, LLC
Attn: Privacy Officer
Address: 14841 Dallas Parkway,
Suite 950,
Dallas, Texas 75254
Email: notices@wondrhealth.com
Telephone: 855-999-7549

Please see 17 U.S.C. §512(c)(3) for the requirements of a proper notification. You should also note that if you knowingly make any material misrepresentation in your notification that the material or activity is infringing, you will be liable for any damages, including, without limitation, costs and attorneys' fees, incurred by us or the alleged infringer as the result of our relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

17. Termination

These Terms are effective unless and until terminated by either you or Wondr Health. You may terminate these Terms at any time by ceasing any and all use of the Services. Wondr Health may terminate these Terms at any time without notice and deny you access to the Services, if in Wondr Health's sole discretion, you fail to comply with any term or provision of these Terms or for any other reason. Any termination of these Terms shall not limit Wondr Health's other rights and remedies available under law or equity. Upon any termination of these Terms by either you or Wondr Health, you must promptly destroy all materials downloaded or otherwise obtained from these Services, as well as all copies of such materials, whether made under these Terms or otherwise.

18. Dispute Resolution; Arbitration

Please read the following section carefully because it requires you to arbitrate certain disputes and claims with Wondr Health and limits the manner in which you can seek relief from us, including a class action waiver. This Section 18 applies to all Disputes (unless excluded under Section 18.1) between you and the Wondr Health Parties.

18.1 Limitation on Time to Bring a Dispute

You agree that regardless of any statute or law to the contrary, any Dispute brought by you must be filed within one (1) year of the date the Dispute arose, otherwise the underlying claim is permanently barred (which means that you and Wondr Health will no longer have the right to assert such claim regarding the Dispute).

18.2. Waiver of Jury Trial

By agreeing to these Terms, both you and we are waiving the right to a jury trial on any Disputes that may arise.

18.3. Binding Arbitration.

Except as otherwise stated below, you and Wondr Health agree to arbitrate all disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, **"**Disputes**"**) arising out of or related to these Terms. Disputes shall be resolved by final and binding arbitration administered by the American Arbitration Association under its rules for consumer arbitrations

("AAA Rules"). You and Wondr Health agree to the following relating to any arbitration proceeding:

- Each party will notify the other party in writing of any Dispute within thirty (30) days of the date it arises, so that the parties can attempt in good faith to resolve the Dispute informally;
- Disputes not able to be resolved informally will be resolved confidentially through individual arbitration, by a single arbitrator, and will not be brought as a class arbitration, class action or any other type of representative proceeding;
- The arbitration will occur in Dallas, Texas, in the county where you reside, or telephonically;
- The arbitrator will have the power to grant whatever relief (except punitive or exemplary damages) would be available in court under law or in equity, and any award of the arbitrator will be final and binding on each of the parties;
- Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction; and
- To the extent practical, the parties will direct the arbitrator to issue a decision within 120 days from the date the arbitrator is appointed.

Payment of all filing, administration, and arbitrator fees will be governed by the AAA Rules.

18.4. Federal Arbitration Act.

You and Wondr Health agree that these Terms affect interstate commerce and that the enforceability of this Section 18 shall be both substantively and procedurally governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the "FAA"), to the maximum extent permitted by applicable law.

18.5. Exceptions to Binding Arbitration.

You or Wondr Health may seek to bring an individual action in small claims court or seek injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents.

18.6. Severability.

If any term, clause, or provision of this Section 18 is held invalid or unenforceable, it will be so held to the minimum extent required by law, and all other terms, clauses and provisions of this Section 18 will remain valid and enforceable. Further, the waivers set forth in Section 18.2 are

severable from the other provisions of these Terms and will remain valid and enforceable, except as prohibited by applicable law.

18.7. Opt-Out Right.

You have the right to opt out of binding arbitration within thirty (30) days of the date you first accepted the terms of this Section 18 by writing to:

NS412, LLC
Attn: Privacy Officer
Address: 14841 Dallas Parkway,
Suite 950
Dallas, Texas 75254
Email: notices@wondrhealth.com
Telephone: 855-999-7549

In order to be effective, the opt out notice must include your full name and clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve Disputes in accordance with Section 19.

19. Applicable Law; Venue

These Terms, and your access to and use of the Services shall be governed by and construed and enforced in accordance with the laws of the State of Texas, without regard to conflict of law rules or principles (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any Dispute between the parties that is not subject to arbitration or cannot be heard in small claims court shall be subject to Section 18.2 and resolved on an individual basis in the state or federal courts of the State of Texas and the United States, respectively, sitting in Dallas, Texas.

20. Changes to these Terms

Wondr Health may change, move, edit, modify, restrict access to, discontinue or delete portions of, or may add to, the Services from time to time and without notice. Wondr Health reserves the right to change, modify, add to, delete, or otherwise alter these Terms at Wondr Health's sole discretion at any time.

If we make changes to these Terms, we will endeavor to provide notice of such changes, such as by sending an email notification, providing notice through the Services or updating the "Effective Date" date at the beginning of these Terms. Such changes and/or modifications shall

be effective immediately upon their posting and can be viewable by periodically clicking on this link. Your use of the Services following any such change constitutes your agreement to follow and be bound by the revised Terms.

Please print a copy of these Terms for your records. We encourage you to review the Terms frequently to ensure that you understand the terms and conditions that apply when you access or use the Services. If you do not agree to the revised Terms, you may not access or use the Services.

21. Severability

If any provision of these Terms shall be found to be unlawful, void, or for any reason unenforceable, that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

22. No Waiver

A failure on the part of Wondr Health to enforce any part of these Terms shall not constitute a waiver of any of Wondr Health's rights under these Terms, whether for past or future actions on the part of any person. Only a specific written waiver signed by an authorized representative of Wondr Health shall have legal effect.

23. Miscellaneous

Unless otherwise specified and except to the extent Wondr Health products or services are offered for sale in the United States through these Services, these Services and the Wondr Health Content thereof are displayed solely for the purpose of promoting Wondr Health's products and services available in the United States and select foreign markets. These Services are controlled and operated by Wondr Health from its offices in Garland, Texas.

24. Apple Device Additional Terms

If you access an App via a mobile device or tablet branded by Apple, Inc. (“Apple”) and running Apple’s iOS (an “Apple Device”), the following terms (“Apple Terms”) are hereby made part of these Terms:

- If these Apple Terms conflict with any other provision of these Terms, then the Apple Terms control with respect to access and use of the Digital Services via an Apple Device.

- Apple is not a party to these Terms and does not own and is not responsible for any App you access via your Apple Device ("iOS App") and the content thereof.
- The Apple App Store Terms of Service (the "App Store Terms of Service") control to the extent of any conflict with these Terms with respect to an iOS App.
- The license granted to use an iOS App is limited to a non-transferable license to use the App on an Apple Device that you own or control and as permitted by the usage rules set forth in the App Store Terms of Service.
- Apple has no obligation whatsoever to furnish any maintenance and support services with respect to any iOS App.
- In the event of any failure of the iOS App to conform to any applicable warranty provided by Wondr Health in these Terms, you may notify Apple and Apple will refund the purchase price for the iOS App (if any).
- To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the iOS App and will not be responsible for any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty.
- Apple is not responsible for addressing your or any third-party claims relating to an iOS App and/or use of an iOS App, including, but not limited to: (i) product liability claims; (ii) any claim that an iOS App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- It is not the intent of these Terms to limit Wondr Health's liability beyond what is permitted by applicable law.
- In the event of any third party claim that an iOS App or your possession and use (in accordance with these Terms) of an iOS App infringes that third party's intellectual property rights, Apple will not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- You 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; (ii) you are not listed on any U.S. Government list of prohibited or restricted parties; and (iii) you may enter into these Terms without causing Wondr Health to violate any applicable law or regulation.
- Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms with respect to any iOS App, and that, upon your acceptance of these Terms, Apple has the right (and deemed to have accepted the right) to enforce the Terms against you with respect to the iOS App as a third-party beneficiary thereof.

Please direct any questions, complaints or claims with respect to an iOS App to Wondr Health at the contact information provided below.

25. Nondiscrimination

NS412, LLC "Wondr Health" complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, religion (creed), gender, gender expression, age,

national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff, selection of volunteers and vendors, and provision of services. Wondr Health is committed to providing an inclusive and welcoming environment for all members of our staff, clients, volunteers, subcontractors, vendors, and clients.

If you believe that Wondr Health has failed to provide these services or discriminated in another way on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, health status or military status, you can file a grievance with the Wondr Health Appeals and Privacy Officer by sending your complaint to privacy@wondrhealth.com.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html.

26. Notice for California Users

If you are a California resident, you hereby waive California Civil Code §1542, which says: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." This release includes the criminal acts of others.

27. Contact Us

privacy@wondrhealth.com