

TERMS OF USE

Ultrahuman Healthcare Private Limited, is a company duly incorporated under the provisions of the Companies Act 2013, having its registered office at No. 4088/799, Third Floor, V K Paradise Sector-2, HSR Layout Bangalore-560102, India (“**Ultrahuman**”, “**us**”, or “**we**”). We own and operate the website available at <https://ultrahuman.com> (“**Website**”) and associated mobile device application (“**App**”) (collectively “**Platform**”). The Platform is wholly owned, managed and operated by us.

Please read these Terms of Use carefully before using the Platform or any proprietary products and services offered by us (“**Products and Services**”). The Platform and any Products and Services offered by us are made available to you in accordance with these terms and conditions, and any other rules posted on Website (collectively, the “**Terms of Use**”). By using the Platform, Products and Services or any part of it, and any related service in any way, including (without limitation) downloading the App, visiting or browsing the Website, placing an order for the Products and Services, providing information and other materials or services on the App or the Website, you (the “**user**”, “**you**”, “**yours**”, “**yourself**”) agree to be bound by the Terms of Use, which constitute an agreement between you and us, and you warrant that you have the capacity and ability to agree to the Terms of Use and to carry out your obligations as set out in the Terms of Use. If you do not accept and agree to be bound by the Terms of Use, you must not register yourself on the App or Website, must not place an order for Products and/or Services and must not use any of our Products and/or Services.

You agree that the electronic format of the Terms of Use does not in any way affect their validity or enforceability and you agree that we may communicate with you electronically for all aspects of your use of the Platform, Products and Services.

In particular, we wish to draw your attention to our privacy policy found on our Platform (“**Privacy Policy**”). We reserve the right to only accept registration of or provide our Products and Services to those over the age of 18 years. If you are under 18 years of age, you must let your parent or guardian know about these Terms of Use, Terms of Sale of Ultrahuman Ring, and our Privacy Policy before you access the Platform, Products and Services.

We may modify the Terms of Use from time to time (effective immediately), so please check back often. If you do not agree to any change to the Terms of Use, then you must immediately stop using the Platform. Your continued use of any of the Platform and/or any of our Services signifies your agreement to and is deemed your acceptance of our modified Terms of Use.

1. **OUR PRODUCTS AND SERVICES:**

1.1 These Terms cover the following:

(a) **ULTRAHUMAN CONTENT:**

- (i) Currently under the public beta version, this is a paid subscription based service wherein once you purchase a plan, you get access to a variety of Content (as defined) in the genre of inter alia meditation, mindfulness, workout, sleep stories, diet and exercise recommendations, health and mental wellbeing, metabolic education, etc., hosted and/or provided as part of the Platform.
- (ii) Content herein shall mean content, text, graphics, images, music, audio, video, works of authorship of any kind, software and information or other materials as provided by us for Users personal use (“**Content**”). The Content comprises both owned and third-party licensed content.
- (iii) We try to ensure that the information on the Platform is accurate and complete. We do not promise however Content is accurate or error-free and we make no representation or warranty of any kind with respect to the Platform or any Content.
- (iv) Opinions expressed on the Platform are the personal opinions of the authors and do not reflect our views. If you have a complaint about any such Content on the Platform, please

email to us at feedback@ultrahuman.com.

- (v) The personal opinions of the consultants, coaches, organizations, experts and any other third-parties with whom we are associated in the provision of the Services are their own and do not necessarily reflect our views and we accept no responsibility for any such views expressed in any media.

(b) ULTRAHUMAN M1:

- (i) Currently under the public beta version, this is one-time purchase or a paid-subscription based service. It seeks to enable the users to improve their diet and exercise based on glucose biomarkers. You may make a one-time purchase or subscribe for Ultrahuman's metabolic fitness platform and, upon receipt of your payment, we will ship the third-party Continuous Glucose Monitoring ("CGM") device ("Third-Party Device") to you. CGM is typically shipped within 7 days from the date of receipt of order subject to stock availability. The estimated arrival or delivery date is not a guaranteed delivery date for your order, and you agree that we are not liable for late deliveries.
- (ii) Upon your receipt of the Third-Party Device, you need to follow the Third Party Device's manufacturer's instructions (which will accompany the shipment) to apply the CGM device sensor to your arm, and then follow our instructions to connect the sensor to our App, enable us to provide you with actionable health insights aimed at improving your metabolic health and fitness. Some people may experience skin rashes or skin irritation at the CGM and/or patch site. Please work with your healthcare professional during the use of the CGM if you have sensitive skin or a skin condition or have suffered a skin injury due to the use of CGM . In case of any skin rashes, irritation, allergies or injuries as a result of use of the CGM and/or patch, please inform us and/or your healthcare professional without delay.
- (iii) Do note, we do not manufacture nor have any intellectual property or other rights, title, or interest in the Third-Party Device and all such rights, interests, and titles in such Third-Party Device vest strictly with the relevant manufacturer and its licensees. Please see the Third-Party Device's packaging for more information in this regard.
- (iv) In the rare event that the Third-Party Device is accidentally damaged in transit to you, we will happily replace it with another unit of the same CGM device, provided the damage is notified to us within 48 hours of delivery of your Third-Party Device, via an email to feedback@ultrahuman.com with a picture of the damaged product.
- (v) You can have consultation with performance coaches via audio call or video call or chat on the Platform, when this feature is made available by us. Please ensure that you are equipped with proper video conference equipment and internet connectivity as required for the Service you want to avail. In case of inadequate video conference equipment, technical error or defective internet connectivity, we reserve the right to reschedule or cancel your appointment without any notice. In the event of unavailability of the expert or coach due to any reason, we will reschedule your appointment with prior notice to you.
- (vi) You understand and acknowledge that there will not be any physical examination involved in the provision of any of the Services, and consultation services shall be provided remotely in accordance with these Terms of Use. Any opinion/recommendation delivered to you shall solely be based on the verbal communication between the concerned coach and you, and other information provided by you on the Platform.
- (vii) The Services are not meant in any way for use in association with or for emergency or life-threatening conditions.

(c) ADVANCED BIOMARKERS:

- (i) Currently under the public beta version and based on pay-per-test model, this service is available to users in select Indian cities only. You may book the following tests such as Metabolite Test, Cortisol Stress Test, Microbiome Test, and other tests as may be

introduced by Ultrahuman from time to time. Please check with us at cyborg@ultrahuman.com to know whether this service is available in your city. You may book test(s) and package(s) on the Platform and schedule the sample pickup from home by Ultrahuman or its authorised delivery and pick-up logistics partners.

- (ii) We will also seek your answers to a questionnaire wherein you will need to provide truthful and accurate responses to certain questions about your general health, lifestyle and your medical history.
- (iii) You will also be requested to explicitly consent to Ultrahuman collecting samples of biological samples as may be required for the purpose of conducting the laboratory testing, analysis, and virtual consultations.
- (iv) The sample collection kit (of one of our authorised partners in this testing and consultation procedure) will be shipped to you by our delivery logistics partners along with the necessary instructions manual for the safe sample collection. Currently, sample collection procedure for all tests are non-invasive and hence do not require any supervision from a qualified/medical professional and you may perform sample collection yourself.
- (v) You understand, accept, agree and consent that:
 - a) data derived from the test is to be considered preliminary machine generated data only and does not constitute any kind of medical diagnosis,
 - b) the testing shall be done by third-party accredited labs and evaluation of reports and virtual consultation shall be undertaken in collaboration with authorised partners and third-party service providers;
 - c) the responsibility for initiating either (i) a follow-up examination to confirm the test results, or (ii) follow-up counselling to confirm the recommendations, and obtain professional advice and medical treatment is entirely yours and not that of Ultrahuman or any other organization associated with this testing and analyses
 - d) we will keep your results strictly confidential and we will treat such information in accordance with our Privacy Policy, including with respect to any third-party organizations associated with this testing with whom we disclose your information as part of the performance by us of these Terms of Use.
 - e) You acknowledge that the organisations/experts/coaches providing testing, evaluation and virtual consultation are independent contractors and in no event will we be directly or vicariously liable for any advice or medical consultancy that such organisations/experts/coaches may provide to you, or you may avail as part of the Services, or any loss arising therefrom.
- (vi) You can have consultation via audio call or video call or chat on the Platform. Please ensure that you are equipped with proper video conference equipment and internet connectivity as required for the service you want to avail. In case of inadequate video conference equipment, technical error or defective internet connectivity, we reserve the right to reschedule or cancel your appointment without any notice.
- (vii) You understand and acknowledge that there will not be any physical examination involved in the provision of any of the Services, and consultation services shall be provided remotely in accordance with these Terms of Use. Any opinion/recommendation

delivered to you shall solely be based on the verbal communication between the concerned coach and you, and any test reports and other information provided/uploaded by you on the Platform.

- (viii) The Services are not meant in any way for use in association with or for emergency or life-threatening conditions.

(d) ULTRAHUMAN RING:

- (i) The Ultrahuman Ring (“**Ultrahuman Ring**”) is a health and fitness tracking wearable device in a ring form that a user wears on his/her finger. The Ultrahuman Ring connects with the App to provide actionable insights to improve your metabolic fitness.
- (ii) Currently under the public beta version, this is one-time purchase product. We may introduce a paid-subscription based service as well in the future and we will inform you when we launch such a service. Interested purchasers may purchase the Ultrahuman Ring from anywhere in the world, subject to their verification that the Ultrahuman Ring can be imported and used in their country. For placing an order, shipping, delivery, returns, exchanges and refunds, please refer our Terms of Sale for Ultrahuman Ring as mentioned on the Website and App which is incorporated herein by reference and shall be read together with these Terms and Privacy Policy.
- (iii) Please work with your healthcare professional during the use of the Ultrahuman Ring if you have sensitive skin or a skin condition or have suffered a skin injury due to the use of Ring. In case of any skin rashes, irritation, allergies or injuries as a result of use of the Ultrahuman Ring, please inform us and/or your healthcare professional without delay.
- (iv) You can have consultation with performance coaches via audio call or video call or chat on the Platform, when this feature is made available by us. Please ensure that you are equipped with proper video conference equipment and internet connectivity as required for the Service you want to avail. In case of inadequate video conference equipment, technical error or defective internet connectivity, we reserve the right to reschedule or cancel your appointment without any notice. In the event of unavailability of the expert or coach due to any reason, we will reschedule your appointment with prior notice to you.
- (v) You understand and acknowledge that there will not be any physical examination involved in the provision of any of the Services, and consultation services shall be provided remotely in accordance with these Terms of Use. Any opinion/recommendation delivered to you shall solely be based on the verbal communication between the concerned coach and you, and other information provided by you on the Platform.
- (vi) This Product and Service are not meant in any way for use in association with or for emergency or life-threatening conditions.

- (e) We are in the process of adding and launching more products and/or services under our brand. Any other product or service that is made available by us in future shall be added to these Terms of Use and also communicated to you via the email address you provide to us for communication purposes.

- (f) We also in partnership with other third-parties launch premium fitness and wellness plans and programs from time to time. Existing users and new customers can participate in such plans and/or programs by paying a separate fee applicable for participation in such plan and/or program. Such plans and programs will also be governed by separate user terms and conditions applicable for such plans and/or programs in addition to this Terms of Use and any data collected and processed shall be in accordance with our Privacy Policy.

- 1.2** Please note that we do not provide any refunds of payments received in respect of any of our Services, and we may change or discontinue all or any part of the Services, at any time and without

notice, in our sole discretion. Please refer to the Terms of Sale for Ultrahuman Ring for any Ultrahuman Ring related order returns and refunds.

- 1.3 We may include hyperlinks or references on the Platform to other websites or resources operated by parties other than us, including where we do integrations with third-party devices such as including third-party CGM. We have not reviewed all of the sites linked to the Platform and we are not responsible for the content or accuracy of any off-Platform pages nor are we responsible for the availability of such external websites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external websites or resources.

2. ELIGIBILITY AND REGISTRATION:

- 2.1 To register, you must be at least 18 years old. You must not have been previously suspended or removed by us or disqualified for any other reason, from availing the Services. When you register you are required to provide information about yourself that is true, accurate, current, and complete in all respects. Should any of your registration information change, please notify us immediately at legal@ultrahuman.com. We may also change registration requirements from time to time.
- 2.2 To make a purchase of our Products and Services you must be at least 18 years of age. If you are under the age of 18 years, you can only use our Services under the supervision of your parent or legal guardian who is at least 18 years old, who in such a case will be deemed as the recipient / end-user of the Services for the purpose of these Terms. Your parents or legal guardians are responsible for supervising, managing, and assisting you in using the Platform and only they can transact on behalf of you if they are registered users. Your parent/ legal guardian shall be responsible for your actions when you use our Services. Your parent/ legal guardian shall enter into this Agreement on behalf of you and bind herself / himself in accordance with all terms and conditions herein. Your parent / legal guardian also consents to your personal information being taken as specified in Ultrahuman's Privacy Policy. You are prohibited from purchasing any product and/or services the sale or purchase of which to/by minors is prohibited and which is for usage by adults only.
- 2.3 You will need to create one password-protected account ("**User Account**") which can be used for accessing and using our Service from time to time subject to payment of applicable subscription fees or purchase prices, as applicable. To create a User Account, you must submit various personal information requested at the time of registration ("**Registration Information**"). This information will be held and used in accordance with our Privacy Policy. You may also opt-in to provide additional optional information, which is not required to register for a User Account but may be helpful to us in providing you with a more customized experience when using the Platform.
- 2.4 At any time after registration, we reserve the right to suspend or terminate your User Account: (i) if any Registration Information or any information provided thereafter proves to be inaccurate, not current, or incomplete; (ii) if it is believed that your actions may cause harm or liability other users or to us; (iii) if you are found by us to be non-compliant with these Terms of Use; (iv) due to a change in applicable law necessitating suspension or termination of your User Account, and/or (iv) as otherwise as may be permitted in accordance with applicable law.
- 2.5 You are responsible for safeguarding your User Account details and password and you are responsible for any activity that occurs under your User Account. You agree that you will not disclose your password to any third party. You shall notify us immediately in case of any breach of security or any unauthorized use of your User Account. Similarly, you shall never use another person's User Account without their and our prior consent. You agree that you will not misrepresent yourself or represent yourself as somebody else. You hereby expressly acknowledge and agree that you will be liable for any losses, or damages (whether direct or indirect) caused to you, us, or any others as a result of unauthorized use of your User Account.

- 2.6 Please refer to our Privacy Policy for information about how we use your data.
- 2.7 You will be required to provide your personal details in order to avail any of the subscribed for/purchased Products and Services. You will be required to provide payment details that you represent and warrant are both valid and correct and you confirm that you are the person referred to in the billing information provided.
- 2.8 The Platform is available only to individuals and others who meet our terms of eligibility, who have been issued a valid credit/debit card by a bank acceptable to us, whose applications are acceptable to us and who have authorised us to process a charge or charges on their credit/debit card in the amount of the total subscription price for the Services which they subscribe to. Subscriptions purchased are for personal use and should not be re-sold, used for commercial purposes or any other commercial benefit.
- 2.9 By making an offer to purchase a subscription you expressly authorise us to perform credit checks and, where we feel necessary, to transmit or to obtain information (including any updated information) about you to or from third parties, including but not limited to your credit/debit card number or credit reports (including credit reports for your spouse if you reside in a community property jurisdiction), to authenticate your identity, to validate your credit/debit card, to obtain an initial credit/debit card authorization and to authorize individual purchase transactions.
- 2.10 Furthermore, you agree that we may use personal information provided by you in order to conduct appropriate anti-fraud checks. Personal information that you provide may be disclosed to a credit reference or fraud prevention agency, which may keep a record of that information.
- 2.11 Your access to the Products and Services may be terminated by us without warning if we believe that you are underage or otherwise ineligible to receive Services under applicable laws, rules, or regulations of your country.

3. **DISCLAIMERS:**

- 3.1 ULTRAHUMAN IS NOT A LICENSED HEALTH CARE PROVIDER, NOR SHOULD THE PRODUCTS AND/OR SERVICES OR ANY PART OF THEM, NOR ANY CONTENT, INCLUDING WITHOUT LIMITATION, TEXT, COPY, AUDIO, VIDEO, PHOTOGRAPHS, ILLUSTRATIONS, GRAPHICS, AND OTHER VISUALS, CONSTITUTE OR BE CONSIDERED A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, TREATMENT OR RECOMMENDATIONS OF ANY KIND. ALL PRODUCTS, SERVICES AND CONTENT ARE FOR INFORMATIONAL AND EDUCATIONAL PURPOSES ONLY AND THE SERVICES AND CONTENT SHOULD NOT BE USED DURING A MEDICAL EMERGENCY OR FOR THE DIAGNOSIS, TREATMENT, CURE, MITIGATION, OR PREVENTION OF ANY MEDICAL CONDITION. PLEASE ALWAYS CONSULT WITH A LICENSED PHYSICIAN OR OTHER QUALIFIED HEALTHCARE PROVIDERS BEFORE MAKING ANY DECISIONS OR TAKING ANY ACTIONS THAT MAY AFFECT YOUR HEALTH VIA THE USE OF THE PLATFORM, PRODUCTS AND OUR SERVICES. ALWAYS CONSULT WITH YOUR HEALTHCARE PROFESSIONAL IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT YOUR HEALTH OR HEALTH CONDITION OR EXPERIENCE ANY CHANGES IN YOUR HEALTH CONDITION OR HEALTH STATUS. YOU ASSUME FULL RESPONSIBILITY FOR YOUR DECISIONS AND ACTIONS BASED ON YOUR USE OF OUR PRODUCTS AND SERVICES. DO NOT START OR STOP TAKING ANY MEDICATION OR MEDICAL TREATMENT UNLESS ADVISED BY A MEDICAL PRACTITIONER. NEVER DISREGARD AND/OR DELAY SEEKING ANY MEDICAL ADVICE BASED ON ANY CONTENTS OR INFORMATION AVAILABLE ON THE PLATFORM.
- 3.2 THIRD PARTY DEVICES ARE NOT MANUFACTURED BY ULTRAHUMAN. THEY ARE MERELY PROCURED AND DISTRIBUTED BY ULTRAHUMAN FROM AUTHORISED DISTRIBUTORS, AND WHERE SUPPLIED BY US TO YOU, ARE INTENDED TO BE FOR USE IN CONJUNCTION WITH THE APP. SO FAR AS MAY BE EXCLUDED BY APPLICABLE LAW, ULTRAHUMAN IS NOT RESPONSIBLE FOR ANY DEFECT IN THE THIRD-PARTY DEVICE, NOR WILL IT BE LIABLE FOR ANY LOSS OR DAMAGE

SUFFERED BY YOU THROUGH YOUR USE OF THE THIRD-PARTY DEVICE. YOU ASSUME FULL RESPONSIBILITY FOR YOUR DECISIONS AND ACTIONS BASED ON YOUR USE OF THE THIRD-PARTY DEVICE.

3.3 SOME PEOPLE MAY EXPERIENCE DISCOMFORT AND/OR SKIN IRRITATION OR SKIN RASHES AT THE CGM AND/OR THE PROTECTIVE PATCH SITE DUE TO ADHESIVE OR OTHERWISE. IF YOU HAVE A SKIN CONDITION OR HAVE SENSITIVE SKIN OR HAVE DEVELOPED IRRITATION OR INJURY AT THE CGM AND/OR PATCH SITE, PLEASE WORK WITH YOUR HEALTHCARE PROFESSIONAL WHILE USING THE CGM AND PATCH. IF CASE OF ANY SKIN RELATED INJURIES, RASHES OR ALLERGIES, PLEASE INFORM US AND/OR YOUR HEALTHCARE PROFESSIONAL IMMEDIATELY. FOR ANY CGM RELATED INJURIES, WE SHALL NOT BE RESPONSIBLE AS WE ARE NOT THE MANUFACTURER OF THE CGM AND WE HAVE NOT TESTED THE CGM FOR ITS SAFETY WITH PATIENTS WITH SKIN CONDITIONS OR SENSITIVE SKIN.

3.4 THIRD-PARTY DEVICE I.E. CGM IS A MEDICAL DEVICE ONLY APPROVED FOR USE WITH THE MANUFACTURER’S READER OR MANUFACTURER’S APP.

3.5 THE APP IS NOT A MEDICAL DEVICE. THE APP HAS NOT BEEN TESTED FOR USE IN PATIENTS WITH DIABETES OR OTHER HEALTH CONDITIONS. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THE SERVICES, THE CONTENT, INCLUDING ANY INFORMATION YOU LEARN FROM THE APP, ARE NOT INTENDED, DESIGNED, OR IMPLIED TO DIAGNOSE, PREVENT, MONITOR, TREAT, OR ALLEVIATE ANY ILLNESS OR MEDICAL CONDITION OR DISEASE, TO ASCERTAIN THE STATE OF YOUR HEALTH, OR TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL CARE. THE APP IS INTENDED ONLY FOR USE BY HEALTHY ADULTS IN A STABLE ENVIRONMENT. THE APP OFFERS ADVICE RELATED TO GENERAL HEALTH AND WELLNESS ONLY.

3.6 WE MAKE NO REPRESENTATION OR WARRANTY ABOUT THE ACCURACY, COMPLETENESS, OR SUITABILITY FOR ANY PURPOSE OF THE APP, ANY OF THE PRODUCTS AND SERVICES, THE THIRD-PARTY DEVICE, OR ANY ADVICE OR INFORMATION PROVIDED AS PART OF OUR SERVICES.

3.7 WE DISCLAIM SO FAR AS PERMITTED UNDER APPLICABLE LAW ANY LIABILITY FOR OR IN RESPECT OF THE THIRD-PARTY DEVICE.

3.8 WE ARE NOT RESPONSIBLE TO YOU OR ANYBODY ELSE FOR ANY LOSS INCURRED IN RELATION TO USE OF THE PLATFORM, PRODUCTS AND SERVICES. YOUR USE OF THE PLATFORM, PRODUCTS AND ANY SERVICE IS ENTIRELY AT YOUR OWN RISK. WE DO NOT PROMISE THAT THE FUNCTIONAL ASPECTS OF THE PLATFORM OR OUR CONTENT WILL BE ERROR FREE OR THAT THE PLATFORM, OUR CONTENT OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE ALWAYS RECOMMEND THAT ALL USERS OF THE INTERNET ENSURE THEY HAVE UP TO DATE VIRUS CHECKING SOFTWARE INSTALLED.

3.9 ANY HEALTH INFORMATION AND LINKS ON THE CONTENT, WHETHER PROVIDED BY ULTRAHUMAN OR BY CONTRACT FROM OUTSIDE PROVIDERS, IS PROVIDED SOLELY FOR EDUCATIONAL AND INFORMATIONAL PURPOSES.

3.10 YOU ACKNOWLEDGE THAT WHEN YOU ACCESS A LINK THAT LEAVES OUR PLATFORM, THE SITE YOU WILL ENTER INTO IS NOT CONTROLLED BY US AND DIFFERENT TERMS OF SERVICE AND PRIVACY POLICY MAY APPLY. BY ACCESSING LINKS TO OTHER SITES, YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR THOSE SITES. WE RESERVE THE RIGHT TO DISABLE LINKS TO AND / OR FROM THIRD-PARTY SITES TO OUR SERVICE, ALTHOUGH WE ARE UNDER NO OBLIGATION TO DO SO.

4. SYSTEM REQUIREMENTS:

Use of the Platform, Products and and Services requires one or more compatible devices, internet access (fees may apply), and certain software (fees may apply), and may require obtaining updates

or upgrades from time to time. Because use of the Services involves hardware, software, and internet access, your ability to access and use the Products and Services may be affected by the performance or limitations caused by these factors. While we aim for the Services to at all times be reliable and available, we cannot guarantee this. You acknowledge and agree that we are not responsible for any loss or damage allegedly caused by the failure or delay of external factors or limitations. High-speed internet access is recommended. Ultrahuman shall also not be responsible for any reduction in speed or efficiency of any Product and Service due to poor connectivity or any other such collateral requirements related to internet Service. You acknowledge, agree and consent that such collateral system requirements, which may be changed from time to time, are your responsibility, and we shall not, under any circumstances whatsoever, be responsible or liable for such costs.

5. USING THE PRODUCTS AND SERVICES:

- 5.1** As a user and recipient of Products and Services, when you use the Platform, you agree and consent to the following conditions of use:
- a) You are solely responsible for the medical, health and personal information you provide on the Platform, and you are requested to use your discretion in providing such information.
 - b) The services provided by Ultrahuman will depend upon the information you provide on the Platform. You will provide accurate and complete information everywhere on the Platform, based on which you will receive the Products and Services.
 - c) The information provided by you may be used by us for the purpose including analysis, research, training and disclosure (where required) to our affiliates, group companies, agents and government authorities, etc., as stated in our Privacy Policy. Please separately review and consent to our Privacy Policy, accordingly.
 - d) The information provided by you can be retained by us and can be used without revealing your identity, as per our Privacy Policy.
- 5.2** You shall be solely responsible for accessing and using our Products and Services and shall ensure that you comply with applicable laws while using our Products and Services, including but not limited to intellectual property, privacy, cookies, third-party rights. You will use the Services only for such purposes as is permitted by (a) these Terms of Use; and (b) applicable laws.
- 5.3** The Products and Services are provided “AS IS” and “AS AVAILABLE” and to the extent permitted by law without any express or implied warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement, and freedom from computer virus or other harmful code. We do not warrant that any information provided by us is accurate, complete, or useful, that our Products and Service will be operational, error-free, secure, or safe, or that our Products and Service will function without disruptions, delays, or imperfections. This is in addition to other terms of warranty as contained in Terms of Sale for the Ultrahuman Ring.
- 5.4** To the extent that you choose to use any software applications provided by us in relation to the Services, you agree and consent that you will promptly install all upgrades, bug fixes, patches, and other corrections relating to the Services made available by us.
- 5.5** We are committed to improving our Products and Services and creating new products and services. We, in our sole discretion, at any time, with or without notice, and without any obligation or liability to you or any other party, may suspend, terminate, limit, change, modify, downgrade, and/or update the Services (in whole or in part), including without limitation, any feature, functionality, integration or component thereof.
- 5.6** The Products and Services shall not and are not intended to be used for any application where failure, interruption, or malfunction may reasonably be anticipated to result in bodily injury, loss of life, or substantial damage to property. We shall not be liable for any claims, damages, or loss that arises from such limitation.
- 5.7** All information provided as part of the Products and Services is for general informational purposes

only. We cannot and do not guarantee any health-related improvements or outcomes. Your use of the Products and Services and any information, predictions, or suggestions provided via your use of Products and Services is at your sole risk. We make no representation or warranty of any kind as to the accuracy of data, information, estimates, and predictions that we may provide to you through your use of the Products and Service and you agree and understand that the Products and Service are not intended to match or serve the same purpose as a medical or scientific device.

6. CONTENT, OWNERSHIP:

- 6.1** Subject to the foregoing, we solely and absolutely own all rights, title, and interest in and to the Products, Services, Platform, including all Content or information provided as part of the Platform, all associated intellectual property rights, and all other forms of data or communication that we create or make available in connection with the Services, visual interfaces, interactive features, graphics, design, and the compilation of aggregate user reviews, ratings, feedback, and all other elements and components of the Services, save and except the Third-Party Device, your personal data (including health reports) and any third-party licensed product, services, or content.
- 6.2** You acknowledge and agree that the Products, Platform, the Services to the extent solely and absolutely owned by Ultrahuman and the Content are protected by copyright, trademark, patent, design and other laws of India and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or Content. You shall not use any of this proprietary information without the prior express written consent of Ultrahuman. Ultrahuman's prior written consent means a communication coming from Ultrahuman's legal department/authorised representative, specifically in response to your request, and expressly addressing and allowing the activity or conduct for which you seek authorization. Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights.

7. ACCEPTABLE USE:

- 7.1** Without limiting any other provisions of these Terms of Use, you may not use our Products and Services for any purpose that is unlawful or prohibited by these Terms of Use, applicable laws, and any applicable additional terms. We reserve the right but are not obligated to remove or disable access to our Products and Services at any time and without notice. We have the right to investigate violations of these Terms of Use or conduct that affects the Products and Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law and these Terms of Use. You acknowledge that we can (and you hereby expressly authorize us to) disclose any information about you to law enforcement or other government officials, as we, in our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.
- 7.2** You expressly agree that you will not, and you will not assist or permit any third party to:
- a) Use the Products and Services, Platform or any Content or any intellectual property rights embodied therein or any all derivative works, improvements, updates, modifications, or translations thereof for any commercial purpose.
 - b) Copy, store, reproduce, transmit, modify, alter, reverse-engineer, emulate, decompile, or disassemble the Products, Services and Platform or the Content in any way, or create derivative works of the Products, Services, Platform or the Content.
 - c) Access, monitor, or copy any Products, Services, Content or information of our Services using any robot, spider, scraper, or other automated means or any manual process for any purpose without our express written permission.
 - d) Take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionate burden on our infrastructure.

- e) “Frame”, “mirror” or otherwise incorporate any part of our Products, Services, Platform into any other products, services, website or mobile application without our prior written permission.
- f) Rent, lease, loan, make available to the public, sell or distribute the Products, Platform, the Service, and/or Content in whole or in part.
- g) Circumvent any law or territorial restrictions applied to the Products and Services.
- h) Perform any acts that may materially and adversely affect the quality of other user's experience;
- i) Introduce malicious programs into Services, network, or servers (e.g., viruses, worms, Trojan horses, etc.);
- j) Engage in any monitoring or interception of data not intended for you without authorization;
- k) Transmit or receive, upload, use or reuse material that is abusive, indecent, defamatory, harassing, obscene or menacing, or a breach of confidence, privacy, or similar third-party rights;
- l) Transmit or receive, upload, use or reuse material that violates any intellectual property rights of a third party, including, without limitation, patents, trademarks, trade secrets, or copyrights;
- m) Falsify user identification information.

8. FEES & PAYMENT PROCESSING:

8.1 You agree to pay the purchase price or subscription fees to avail the Products and Services as listed on our Platform. Any payment-related terms and conditions presented to you in the process of billing shall also be applicable to you. A payment account will be linked to your User Account (your “Billing Account”). You agree to pay us via your Billing Account, either directly or through third-party payment processors, all fees and other charges at the prices then in effect and in accordance with the applicable payment terms and you authorize us (including our authorised third-party payment processor), to charge your chosen payment provider (your “Payment Method”). The processing of payments by a third-party payment processor will also be subject to the terms, conditions, and privacy policies of such payment processors. We are not responsible for errors by the payment processor. If we do not receive payment from you, you agree and consent to pay all amounts due on your Billing Account upon demand. All one-time and subscription-based purchases are non-transferable and non-refundable. One-time purchases or non-recurring subscription(s) are non-cancellable. Please refer to Terms of Sale for Ultrahuman Ring for any Ultrahuman Ring related cancellations, exchanges, returns and refunds.

8.2 The subscription for our subscription-based Services will be automatically extended for successive monthly renewal periods at the then-current non-promotional rate. If you terminate your subscription, you may use your subscription until the end of your then-current term, and your subscription will not be renewed after your then-current term expires. However, you won’t be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period. If you do not want to continue to be charged on a recurring basis, you must cancel or terminate your subscription before the end of the recurring term. Subscriptions cannot be terminated before the end of the period for which you have already paid, and we will not refund any amounts that you have already paid. Your non-termination or continued use of your subscription

reaffirms that we are authorized to charge your Payment Method for that subscription. We may submit those charges for payment, and you will be responsible for such charges. This does not waive our right to seek payment directly from you. Your charges may be payable in advance or as otherwise described when you initially selected to purchase the subscription.

8.3 At any time for any reason, we may provide a refund, discount, or other consideration (“credits”) to some or all of our users. The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future.

8.4 Laboratory Tests for Advanced Biomarkers: In the event you do NOT consent to collection of your biological samples as required for the purpose of laboratory testing, analysis, and consultation by our authorised partners/organisations and accredited laboratories, we shall refund the amount paid by you towards such test within 30 (thirty) days from the date of placing such refund request with us. In such an event, you are also requested to safely dispose of the kit as we do not accept returned kits.

9. BETA SERVICES:

We may, from time to time, offer access to products and/or services that are classified as private or public beta versions (“**Beta Versions**”). Beta Versions are offered “as-is” to allow testing, evaluation and improvement. We make no representations that a Beta Version will ever be made generally available and reserve our right to discontinue or modify a Beta Version at any time without notice, at our sole discretion. Beta Versions are provided AS IS, may contain bugs, errors, or other defects, and your use of a Beta Version is at your sole risk. For the avoidance of doubt, all Beta Version are pre-release, are expected to contain defects which may be material, and are not expected to operate at the level of performance or compatibility of a final, generally available product and/or service offering. Beta Versions may not operate accurately and may be substantially modified prior to public availability or withdrawn at any time. Accordingly, access to and use of the Beta Versions is entirely at customer’s own risk. In no event shall Ultrahuman be liable for any damage whatsoever arising out of the use of or inability to use the Beta Versions, even if Ultrahuman has been advised of the possibility of such damages. You are advised to safeguard important data, to use caution and not to rely in any way on the correct functioning or performance of any Beta Version. Any data you provide to Beta Versions may not be secured and may be lost or damaged, and results provided by certain Beta Versions may be subject to third party licenses, including open source licenses. Any third-party software, services, or other products you use in connection with the Beta Versions are subject to their own terms, and we are not responsible for third party products. We may change our prices for Beta Versions by posting notice to your account and/or to our website and such price increases will be effective immediately.

10. INDEMNITY:

10.1 You shall indemnify and hold harmless Ultrahuman, and its directors, officers, vendors, and employees from and against any losses, damages, fines, and expenses (including reasonable attorneys’ fees), due to or arising out of or relating to any claims (including third-party claims) in respect of:

- a) any material or information posted, provided, transmitted, or otherwise contributed by you on or via our Platform;
- b) any bodily injury, allergy, mental disorders, medical ailment, or loss of life caused by or claimed to be caused by your use of the Products and Services (including use of Third-Party Device);
- c) violation of any applicable law, or by your violation of the rights of another;
- d) your access to or use of our Products and/or Services, including information provided in connection therewith;
- e) deficiency or shortfall in Products and/or Services / faulty judgment / interpretation errors / perception error arising from: your failure to provide correct and / or complete information / history about the patient in timely and appropriate manner; or suppression of

material facts; or your failure to provide relevant information about the patient; or misinterpretation of the advice / recommendations / diagnosis / investigation report by you; or failure to follow advice / recommendation by you;

- f) your breach or alleged breach of the Terms of Use;
- g) any misrepresentation made by you;
- h) you permitting a third party to use your password or other means to access your User Account;
- i) any other claim related to your use of our Services.

10.2 You will cooperate as fully as required by us in the defense or settlement of any claim.

11. LIMITATION OF LIABILITY:

YOU UNDERSTAND AND AGREE THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE, OUR DIRECTORS, EMPLOYEES, AFFILIATES, LICENSORS, AGENTS, PARTNERS, AND SUPPLIERS, WILL IN NO EVENT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER LOSS OR DAMAGE WHATSOEVER, INCLUDING LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, COMPUTER FAILURE, LOSS OF BUSINESS INFORMATION, OR OTHER LOSS OR DAMAGES ARISING FROM OR RELATING TO: (A) THE TERMS OF USE, THE TERMS OF SALE OF ULTRAHUMAN RING, ANY OTHER POLICY AVAILABLE ON ULTRAHUMAN WEBSITE; (B) YOUR USE OR INABILITY TO USE OUR PRODUCTS AND SERVICES; (C) THE CONDUCT OR CONTENT OF OTHER USERS OR THIRD PARTIES ON OR THROUGH THE SERVICES; OR (D) UNAUTHORIZED ACCESS OR USE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM AGGREGATE LIABILITY OF ULTRAHUMAN TOWARDS YOU SHALL BE LIMITED TO THE AMOUNTS YOU HAVE PAID TO ULTRAHUMAN FOR USE OF THE PRODUCTS AND/OR SERVICES OR [ONE HUNDRED INDIAN RUPEES (INR 100)] IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO ULTRAHUMAN, AS APPLICABLE. ULTRAHUMAN OR ANY THIRD PARTIES THAT ENABLE YOUR ACCESS AND USE OF PRODUCTS AND SERVICES OR PROVIDE INFORMATION AND CONTENT ON THE PLATFORM ARE NOT LIABLE FOR ANY PERSONAL INJURY, INCLUDING DEATH, CAUSED BY YOUR USE OR MISUSE OF THE SERVICES, INCLUDING ANY THIRD-PARTY PRODUCTS, INCLUDING WITHOUT LIMITATION THE THIRD PARTY DEVICE. THE PRODUCTS AND SERVICES PROVIDED THROUGH THE PLATFORM IS NOT INTENDED IN ANY WAY TO BE A SUBSTITUTE FOR FACE TO FACE CONSULTATION WITH A DOCTOR. ULTRAHUMAN ADVISES THE USERS TO MAKE INDEPENDENT ASSESSMENT IN RESPECT OF ITS ACCURACY OR USEFULNESS AND SUITABILITY PRIOR TO MAKING ANY DECISION IN RELIANCE HEREOF.

12. DISPUTE RESOLUTION:

If any dispute arises between you and us during your use of the Products and Services or thereafter, in connection with and arising from your use or attempt to use Products and Services (the “**Dispute**”), the Dispute shall be referred to arbitration by a single arbitrator who shall be nominated and appointed by us, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents or other intellectual property rights (an “**IP Protection Action**”). The said person shall be a professionally qualified individual of standing and repute. The seat and venue of arbitration shall be Bengaluru, Karnataka, India. The arbitration proceedings shall be in the English language. The said arbitration

proceedings shall be governed and construed in accordance with the Indian Arbitration and Conciliation Act, 1996 and amendments thereof as in force at the relevant time. You acknowledge and agree that any Dispute must be notified to us within thirty (30) days after the occurrence of the matter giving rise to the Dispute or you becoming aware of the same, whichever is later.

13. GOVERNING LAW AND JURISDICTION:

These Terms of Use are governed and construed in accordance with the laws applicable in India. Subject to Dispute Resolution, you hereby irrevocably consent to the exclusive jurisdiction and venue of courts in Bengaluru, Karnataka, India, in all disputes arising out of or relating to the use of our Products and Services.

14. MISCELLANEOUS:

- 14.1** The section titles and other headings in these Terms of Use are for convenience only and have no legal or contractual effect.
- 14.2** Our failure to exercise or enforce any right or provision of these Terms of Use will not operate as a waiver of such right or provision.
- 14.3** If any provision of these Terms of Use is unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the Terms of Use and shall not affect the validity and enforceability of any remaining provisions.
- 14.4** All of our rights and obligations under these Terms of Use are freely assignable by us in connection with a merger, acquisition, restructuring, sale of assets, or by operation of law or otherwise and you shall continue to be bound by these Terms in the event of such assignment.
- 14.5** You will not transfer any of your rights or obligations under these Terms of Use to anyone else without our prior written consent.
- 14.6** We will not be liable to you for any lack of performance, or the unavailability, or failure, of the Products and Services, or for any failure or delay by us to comply with these Terms of Use, where such lack, unavailability or failure arises from any cause beyond our reasonable control including without limitation acts of God, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, terrorist attack, war, fire, explosion, storm, flood, earthquake, epidemic or other natural disaster, failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

15. FEEDBACK:

We welcome feedback, comments, and suggestions for improvements to the Products and Services ('**Feedback**'). You can submit Feedback by emailing us at feedback@ultrahuman.com or call our customer care support at 1800-102-8693. You grant us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sub-licensable, and transferable license under any and all intellectual property rights to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose. If you have any questions about these Terms, you may contact Ms. Abhilasha Bhatnagar, our Grievance Officer at legal@ultrahuman.com.

If you are a resident of EEA or UK, kindly refer to our Privacy Policy to access details of our EEA and UK Data Protection Officer and EEA and UK Representative if you have any issues or queries in respect of our data practices.

These Terms are effective and were last updated on 25th September 2022.