

BELLA Health Terms of Use	
<u>Introduction to BELLA Health Terms of Use</u>	This section provides a high-level overview of BELLA Health’s terms required for your access and use of the BELLA Health Services. Please ensure that you read through the entirety of these Terms of Use for a full understanding of how these Terms of Use apply to you.
<u>About BELLA Health</u>	BELLA Health is a transformative digital health application that helps guide you through various health use cases and includes testing assistance, instructions, FAQs and related content via the BELLA digital conversational assistant. We provide the Service on behalf of companies and other entities that elect to offer the BELLA Health Service to customers, employees, consultants, and other stakeholders.
<u>Consent</u>	If you use BELLA Health, you are providing us consent to use your personal data within our organization to provide and improve the Services and to share your personal data with third parties for legal, regulatory, or research purposes, and as otherwise stated in the relevant privacy policy. If you are using the Services through a Brand, you may be providing any additional consent solicited from you in materials specific to the Brand.
<u>Use of Content and Services</u>	Please use the BELLA Health Services responsibly. If you interfere with BELLA Health, violate laws or don’t follow our policies, we may terminate your account. Our App Privacy Policy explains in detail how BELLA Health protects your personal data and what data BELLA Health collects, uses, and shares when providing the Services on behalf of a Brand. Our Website Privacy Policy explains our practices with respect to your personal data that we collect when you visit our Website. You can stop using BELLA Health at any time, but we’ll be sorry to see you go.
<u>Account Security</u>	Your account is personal to you and you will not provide any other person with access to the Services using your username, password, or other security information. You agree to notify BELLA Health immediately of any unauthorized use of your username or password.
<u>Third Party Content and Services</u>	In order to compile metrics and analytics to provide enhanced functionality and improve the Services, BELLA Health may offer third party content or third party services to you from time to time, including through hyperlinks to third party websites. The third party that shares or provides this content or services is responsible for it. If you choose to use third party services, remember that BELLA Health is not responsible for them, makes no representations regarding the same, and that you will need to cover any third party fees and comply with all applicable third party terms and conditions.
<u>Limitations on Use</u>	The information provided by BELLA Health is designed to help improve your wellness. Because the accuracy of each test coordinated through BELLA Health depends on various factors, the results cannot be guaranteed or considered a definitive diagnosis. BELLA Health is not a health care provider, a clinical laboratory, or a test manufacturer, and is not providing medical advice, diagnosis, or treatment. The BELLA Health Services are not for emergencies. If you are experiencing a medical emergency, please dial “911” immediately.
<u>Liability, Disclaimers & Indemnification</u>	The BELLA Health Services are provided for informational purposes only to help support your own health-related choices. While we strive to provide the BELLA Health Services with reasonable skill and care, there are certain promises we don’t make. As permitted by law, we are not responsible for your losses. If you misuse the BELLA Health Services or violate our policies, you are responsible for any harm you cause.
<u>How We Resolve Disputes</u>	In the unfortunate event that we aren’t able to address your concerns informally, you agree to resolve any Disputes through binding arbitration. You may opt out of the agreement to arbitrate.

Intellectual Property	We are granting you a limited, non-exclusive license to use the BELLA Health Services for non-commercial, personal informational purposes only. BELLA Health owns all right, title, and interest in and to the intellectual property rights in the Services. You do not have permission to copy, reproduce, transmit, or otherwise modify our Content, platform or intellectual property.
Miscellaneous	We have other general terms that apply to your use of the BELLA Health Services and when and how we can modify the Terms of Use.

BELLA Health Terms of Use

Hi, welcome to BELLA Health! These BELLA Health Terms of Use (“**Terms of Use**” or “**Terms**”) constitute a legal agreement between you (“**you**” or “**your**”) and LivePerson, Inc. or its delegated affiliate(s) (“**BELLA Health**,” “**us**,” “**our**” or “**we**”), so please read them carefully. These Terms govern your use of BELLA Health’s mobile application (the “**BELLA Health App**”), the websites and social media pages of BELLA Health, its affiliates and agents (collectively, the “**Website**”), as well as the services and resources available or enabled via the BELLA Health App and Website, which may be provided from our affiliates, subsidiaries or third party service providers (collectively, the “**Services**”). By accessing or using the Website, downloading or using the BELLA Health App, registering an account, accessing or using any part of the Services, or clicking on a button or taking another action to signify your acceptance of these Terms, you represent that you have read, understand, and agree to be bound by these Terms and you are of legal age to form a binding contract with BELLA Health.

Use of the BELLA Health App is subject to the [App Privacy Policy](#), and use of the Website is subject to the [Website Privacy Policy](#). Please carefully review these privacy policies, which describe how we collect, use and share information about you when you use the Services as well as how we will communicate and share information with you. If you do not agree with these Terms, the [App Privacy Policy](#), [Website Privacy Policy](#) or any other information contained herein, you may not access or use the Services. You can access a copy of these Terms through the BELLA Health App at any time.

PLEASE BE AWARE THAT THE DISPUTE RESOLUTION SECTION OF THE TERMS CONTAINS PROVISIONS GOVERNING HOW DISPUTES BETWEEN YOU AND US ARE RESOLVED. IN PARTICULAR, IT CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.

About BELLA Health

The BELLA Health App is a transformational digital health mobile application that helps guide you through various health use cases and includes testing assistance, instructions, FAQs and related content via the BELLA digital conversational assistant. Through the BELLA Health App and Services, we provide guidance and answer your questions via both automated, video, and human-facilitated conversations. The information made available by BELLA Health through the BELLA Health App and Services is designed to support your own health and wellness related decisions. BELLA Health may make certain BELLA Health products (each, a “**Product**”) available via the Services. Your use of any such Product may be subject to additional or different instructions, terms or conditions (“**Product Terms**”). If the Product Terms conflict with these Terms, the Product Terms will control with respect to the Product. The Services are available only to individuals who are at least 18 years old. The Terms and any applicable Product Terms are referred to herein as the “**Agreement.**”

Consent

Consent. By using the Services, you agree that BELLA Health may use your username and any other profile information and personal data that you share with BELLA Health. Specifically, by using the Services, you consent to all collection, uses, and disclosures of your personal data by and for BELLA Health that are described in the Website Privacy Policy or App Privacy Policy, as relevant. For example, you are providing us consent to use your personal data within our organization to provide and improve the Services and to share it with third parties for legal, regulatory, or research purposes, and as otherwise permitted or required under the relevant privacy policy.

BELLA Health provides the BELLA Health App to individuals as a data processor and service provider acting on behalf of test manufactures (such as Quidel), companies or other entities that elect to offer the Services to their customers, employees, consultants, and other stakeholders or individuals (collectively, “**Brands**”). For example, if you are utilizing the QVue App, you acknowledge that Quidel has partnered with BELLA Health and certain of its affiliates to provide you with the QVue App and the Services. By using the QVue App, you expressly agree to your personal data being transferred, stored, and processed by BELLA Health and its third parties (including subcontractors) as described in the App Privacy Policy available [here](#). If you are using the Services through a Brand, you are providing any additional consent solicited from you in materials specific to the Brand. If you are not willing to provide any such consent, personal or other data, or confirmation requested by BELLA Health, your license to use the Services will automatically terminate and your access may be suspended until you provide the applicable consent, data or confirmation.

You will not take action under CAN-SPAM, TCPA or any other applicable laws, rules or regulations regulating messaging against BELLA Health.

Your Information and Account. When you create an account, you may be asked to provide certain registration information and other details. In registering an account for the Services, you agree to (a) provide truthful, current, complete, and accurate registration information about yourself as requested during the onboarding process or any updates thereto by us or as otherwise prompted by the registration form (the “**Registration Data**”); and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are (i) at least eighteen (18) years old; (ii) of legal age to form a binding contract; and (iii) not a person barred from using the Services under the laws of the U.S., your place of residence or any other applicable jurisdiction. We cannot guarantee that you will be able to access the Services on all devices or in all geographic locations. Please be careful with your device, as you are responsible for all activities that occur under your account. You agree that you shall monitor your account to restrict use by minors, and you will accept full responsibility for any unauthorized use of the Services by minors. You may not share your account or password with anyone, and you agree to (y) notify BELLA Health immediately of any unauthorized use of your password or any other breach of security; and (z) exit from your account at the end of each session. You acknowledge and agree that it is your responsibility to ensure that any information that you provide to BELLA Health is accurate, up-to-date, and complete.

If you provide any information that is untrue, inaccurate, not current or incomplete, or BELLA Health has reasonable grounds to suspect that any information you provide is untrue, inaccurate, not current or incomplete, BELLA Health has the right to suspend or terminate your account and refuse any and all current or future use of Services (or any portion thereof). You agree not to create an account using a false identity or information, or on behalf of someone other than yourself, and you acknowledge and agree that all information (including personal data) provided to the Services is governed by our [App Privacy Policy](#) and [Website Privacy Policy](#). You consent to all actions we take with respect to our [Privacy Policy](#) and [Website Privacy Policy](#).

Messaging. If you share an email address and/or phone number with us, you are also agreeing, to the extent permitted under applicable law, that BELLA Health can contact you by email or SMS from time to time with information about BELLA Health and the Services. You understand that wireless carriers may charge fees for data, messaging and/or other wireless access when you use the Services and that you are responsible for these fees. You may choose to opt out of communications from BELLA Health by notifying privacy.health@bellaloves.me.

Use of Content and Services

You shall not modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this section), create derivative works based on, or otherwise exploit any of the Services or the BELLA Health App or the Website. The Services and the information we make available to you through the Services, including any test results, test instructions, and other material, software, text, graphics, images, video or audio (“**Content**”), are provided solely for informational purposes. No Content may be copied, reproduced, modified, republished, uploaded, posted, transmitted, reprinted or distributed in any way without the express prior written permission of BELLA Health, except that you may download or print a limited number of copies of test results made available to you via the Services for your personal, noncommercial use only, provided you keep intact all copyright and other proprietary notices. Modification of the Content or use of the Content for any other purpose is a violation of BELLA Health’s copyright and other proprietary rights and may be subject to civil and/or criminal penalties. If you violate any part of these Terms, your permission to access and/or use the Content and the Services automatically terminates, except that you may retain existing downloads or copies of test results made available to you via the Services for your personal, noncommercial use only.

The Services are for personal use only and may not be used in connection with any commercial endeavors except those that are specifically authorized by BELLA Health. You agree you will not:

- Violate any intellectual property, privacy or other third party right.
- Use the Service in any unlawful or unethical way.
- Hack or attempt to gain unauthorized access to the Services.
- Reverse engineer, decompile, or otherwise try to derive our source code.
- Defame, abuse, harass, stalk, threaten or impersonate others.
- Send inappropriate, profane, obscene, racist, indecent or unlawful content.
- Use the Services to solicit, facilitate or conduct illegal transactions.
- Infect the Services with any virus, Trojan, worm, corrupted file, or similar program.
- Damage, disable, overburden or impair BELLA Health’s servers or network.
- Operate robots or spiders to scan BELLA Health’s databases or web pages.
- Falsify or delete any copyright management information or other proprietary designations.
- Provide support or resources to any terrorist or illegal organization.
- Export the Services to any restricted country or prohibited or restricted party.
- Use the Services if you are located in any restricted country or any restricted parties list.
- Disguise your location through IP proxying or other methods.
- Violate any applicable laws, these Terms or our [App Privacy Policy](#) or [Website Privacy Policy](#) (as relevant).

We reserve the right to modify or amend the Services, Content, and any other service we provide to you at our sole discretion without notice. We will not be liable if our Services become unavailable at any time for any time period. We may restrict your access to part or all of the Services at any time if you fail to comply with these Terms. Certain Content and parts of the Services we offer are only available to users who have provided any applicable consent and information that BELLA Health may require prior to granting such access.

Account Security

If you choose, or are provided with, a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You acknowledge that your account is personal to you and you agree not to provide any other person with access to the Services or portions of the Services using your username, password, or other security information.

You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use significant caution when accessing your account from a shared device so that others are not able to view or record your password or other personal information. We have the right to disable any username, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any applicable laws, these Terms, or our [App Privacy Policy](#) and [Website Privacy Policy](#) (as relevant). We

may rely on the authority of anyone accessing your account or using your login credentials and in no event and under no circumstances shall we be held liable to you for any liabilities or damages resulting from or arising out of (i) any action or inaction by us under this provision, (ii) any compromise of the confidentiality of your account or password, and (iii) any unauthorized access to your account or use of your password. We may store, transmit, receive, and/or access your data on or from our own servers or those of our service providers.

Third Party Content and Services

Improvement of Services. BELLA Health may offer third party content or third party services to you from time to time which compile metrics and analytics in order to provide enhanced functionality and improve the Services. The third party that provides the content or services is responsible for the third party content or third party services, as applicable. BELLA Health accepts no responsibility for any loss or damage that may arise from your use of third party content or third party services. If you decide to access any of the third party content or third party services, you do so entirely at your own risk and subject to the terms and conditions of use for such content and services.

Provision of the Services. BELLA Health may work with third party service providers (such as partners to answer your messages) to help provide the Services, features or functionality. As part of your experience, if you use Maven Pay with the BELLA Health App, the additional terms available at <https://maventest3.webflow.io/> will apply to your use and you agree you are entering into a separate agreement with Maven Pay.

App Store. You acknowledge and agree that the availability of the BELLA Health App and the Services is dependent on the third party from whom you received the BELLA Health App license, e.g., the Apple App Store or Google Play (“**App Store**”). You acknowledge that these Terms are between you and BELLA Health, and not with the App Store. BELLA Health or its third party partners or providers, not the App Store, are solely responsible for the Services, including the BELLA Health App, the Content, maintenance, support services, and warranty therefore, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). In order to use the BELLA Health App, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with the Services, including the BELLA Health App. You agree to comply with, and your license to use the BELLA Health App is conditioned upon your compliance with, all applicable third-party terms of agreement (e.g., the App Store’s terms and policies) when using the Services, including the BELLA Health App. You acknowledge that the App Store (and its subsidiaries) are third-party beneficiaries of these Terms and will have the right to enforce them

Accessing and Downloading the Application from iTunes. You acknowledge and agree that the availability of certain aspects of the BELLA Health App are dependent on the third party from whom you received the BELLA Health App license, e.g., the “**App Store**”. The following applies to any App Store-Sourced BELLA Health App accessed through or downloaded from the Apple App Store:

a. You acknowledge and agree that: (i) these Terms are concluded between you and BELLA Health only, and not Apple; and (ii) BELLA Health or its third party partners or providers, not Apple, are solely responsible for the App Store-Sourced BELLA Health App and Content thereof. Your use of the App Store-Sourced BELLA Health App must comply with the App Store Terms of Service, and you agree to pay all fees (if any) charged by the App Store in connection with Services, including the BELLA Health App.

b. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or support with respect to the App Store-Sourced BELLA Health App, and BELLA Health or its third party partners or providers, not the App Store, are solely responsible for the BELLA Health App, the Content thereof, and warranty therefor.

c. In the event of any failure of the App Store-Sourced BELLA Health App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store-Sourced BELLA Health App to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store-Sourced BELLA Health App. As between BELLA Health and Apple, any other claims, losses, liabilities, damages, costs or

expenses attributable to any failure to conform to any warranty will be the sole responsibility of BELLA Health.

d. You and BELLA Health acknowledge that, as between BELLA Health and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store-Sourced BELLA Health App or your possession and use of the App Store-Sourced BELLA Health App, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store-Sourced BELLA Health App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

e. You and BELLA Health acknowledge that, in the event of any third-party claim that the App Store-Sourced BELLA Health App or your possession and use of that App Store-Sourced BELLA Health App infringes that third party's intellectual property rights, as between BELLA Health and Apple, BELLA Health or its third party partners or providers, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement.

f. You and BELLA Health acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement as related to your license of the App Store-Sourced BELLA Health App, and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement as related to your license of the App Store-Sourced BELLA Health App against you as a third-party beneficiary thereof. Without limiting any other terms contained in these Terms of Use, you must comply with all applicable third-party terms of agreement when using the App Store-Sourced BELLA Health App.

Limitations on Use

BELLA Health is not a health care provider, a clinical laboratory, or a manufacturer of diagnostic tests. The information provided by BELLA Health through the Services, including the BELLA Health App, is designed to help improve your wellness only and is not intended, nor should it be relied on, as medical advice, a diagnosis, or treatment. Your use of the Services is not intended to create, and does not create, any doctor-patient or other fiduciary relationship. The Services and Content are provided solely for informational purposes. The Services are designed to help support your own health-related choices. These choices are yours and may require the advice of a health care provider. The Services are not intended to be a substitute for professional medical advice, diagnosis, or treatment or recommendation regarding medication.

Always seek the advice of your physician or other qualified health provider for any questions you may have regarding a medical condition and before starting, stopping or modifying any treatment or medication. Professional medical advice should always be relied upon over any Content contained in or made available through the Services. The Services are not intended to be viewed as endorsing any specific tests, physicians, products, procedures, opinions, or other such information that may be available through use of the Services.

THE SERVICES, INCLUDING THE BELLA HEALTH APP, ARE NOT FOR EMERGENCIES. IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, YOU SHOULD DIAL "911" IMMEDIATELY (OR THE APPROPRIATE EMERGENCY NUMBER IN YOUR COUNTRY IF OUTSIDE OF THE US). You should not disregard advice from medical professionals or delay to seek medical advice based on your use of the Services or any of the information you obtain through the Services.

We do not warrant the accuracy, completeness or usefulness of any Content (including any test results). Any reliance by you on the Content, including test results, is strictly at your own risk. Without limiting the generality of the foregoing, any test results we report to you as part of the Content made available through the Services are not guaranteed and should not be considered a definitive diagnosis. This is because the accuracy of the tests themselves depends on various factors not within our control.

To the extent permitted by applicable law, we disclaim all liability and responsibility arising from your reliance on any Content, including any test results included therein, or reliance by anyone with whom you share any portion of the Content, including any test results included therein. Furthermore, you should not interpret any Content, including any test results included therein, or reporting we provide you or any other

communications from BELLA Health as recommending or advising against any specific product, medication, pharmacologic product, treatment plan, or course of action.

Liability, Disclaimer and Indemnification

We will use commercially reasonable efforts to ensure that our Services are not interrupted. We will not be responsible for losses resulting from any legal or regulatory requirement or any events beyond our control. WE PROVIDE THE SERVICES "AS IS" AND YOU SHOULD USE THEM AT YOUR OWN RISK. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES AND CONDITIONS ABOUT THE SERVICES, INCLUDING EXPRESS, IMPLIED OR STATUTORY, AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SECURITY, RELIABILITY OR ACCURACY.

NEITHER BELLA HEALTH NOR ANY OF ITS PARENT, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS (EACH, A "BELLA HEALTH PARTY" AND, COLLECTIVELY, "BELLA HEALTH PARTIES") SHALL BE LIABLE IN ANY WAY FOR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING OUT OF OR RELATED TO PERSONAL INJURY, PROPERTY DAMAGE, DEATH, BODILY HARM, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OR CORRUPTION OF DATA OR INFORMATION, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, ANY ACTION YOU TAKE BASED ON THE INFORMATION YOU RECEIVE IN, THROUGH OR FROM THE SERVICES, YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR USE OF THE SERVICES (INCLUDING, BUT NOT LIMITED TO, THE DELAY OR INABILITY TO USE THE SERVICES). THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE DAMAGES ARE FORESEEABLE OR WHETHER BELLA HEALTH HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. UNDER NO CIRCUMSTANCES SHALL ANY BELLA HEALTH PARTY BE LIABLE FOR ANY DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE APP, INCLUDING BUT NOT LIMITED TO RELIANCE BY YOU ON ANY INFORMATION OBTAINED FROM THE APP OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO OUR RECORDS, PROGRAMS, OR SERVICES. YOU HEREBY ACKNOWLEDGE THAT THIS PARAGRAPH SHALL APPLY TO ALL CONTENT (INCLUDING ALL DATA, AND INFORMATION SUBMITTED TO OR COLLECTED BY THE SERVICES).

YOU HEREBY RELEASE BELLA HEALTH PARTIES AND THEIR SUCCESSORS FROM CLAIMS, DEMANDS, ANY AND ALL LOSSES, DAMAGES, RIGHTS, AND ACTIONS OF ANY KIND, INCLUDING PERSONAL INJURIES, DEATH, AND PROPERTY DAMAGE, THAT ARE EITHER DIRECTLY OR INDIRECTLY RELATED TO OR ARISES FROM YOUR USE OF THE SERVICES OR PRODUCTS, INCLUDING BUT NOT LIMITED TO, ANY INTERACTIONS WITH OR CONDUCT OF OTHER USERS OR THIRD-PARTY WEBSITES OF ANY KIND ARISING IN CONNECTION WITH OR AS A RESULT OF THE AGREEMENT OR YOUR USE OF THE SERVICES OR PRODUCTS. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH 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. IF YOU ARE A RESIDENT OF A STATE WITH PROTECTIONS SIMILAR TO CALIFORNIA CIVIL CODE §1542, YOU HEREBY WAIVE SUCH PROVISIONS OR PROTECTIONS. THE FOREGOING RELEASE DOES NOT APPLY TO ANY CLAIMS OR DEMANDS, OR TO ANY LOSSES, DAMAGES, RIGHTS AND ACTIONS OF ANY KIND, INCLUDING PERSONAL INJURIES, DEATH OR PROPERTY DAMAGE FOR ANY UNCONSCIONABLE COMMERCIAL PRACTICE BY A BELLA HEALTH PARTY OR FOR SUCH BELLA HEALTH PARTY'S FRAUD, DECEPTION, FALSE, PROMISE, MISREPRESENTATION OR CONCEALMENT, SUPPRESSION OR OMISSION OF ANY MATERIAL FACT IN CONNECTION WITH THE SERVICES OR PRODUCTS PROVIDED HEREUNDER.

THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL BELLA HEALTH'S CUMULATIVE LIABILITY TO YOU EXCEED \$100.

You will defend, indemnify, and hold harmless each BELLA Health Party from any and all liabilities, damages, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to your use of the Services; violation of these Terms; or infringement of any third party intellectual property or other right. BELLA Health reserves the right to assume the exclusive defense and control (at your expense) of any matter that is subject to indemnification under this paragraph. In such case, you agree to cooperate with any reasonable requests assisting BELLA Health's defense of such matter.

How We Resolve Disputes

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH US AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US. You agree that any dispute between you and BELLA Health arising out of or relating to these Terms and the Services (collectively, "**Disputes**") will be governed by the arbitration procedure outlined below.

Governing Law. Except as otherwise required by applicable law, these terms and conditions and the resolution of any Disputes shall be governed by and construed in accordance with the laws of the State of New York, consistent with the Federal Arbitration Act, without giving effect to any conflict of laws principles that provide for the application of the law of another jurisdiction. These laws will apply no matter where in the world you live. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreement.

Informal Dispute Resolution. We want to address your concerns without needing a formal legal matter. Before filing a claim against BELLA Health, you agree to try to resolve the Dispute informally by contacting compliance.health@bellaloves.me. We will try to resolve the Dispute informally by contacting you through email or other in app communication, and you agree to engage in a good faith discussion about the Dispute. If a Dispute is not resolved within 30 days after submission, you or BELLA Health may bring a formal proceeding.

We Both Agree to Arbitrate. After the informal Dispute resolution process, you and BELLA Health agree to resolve any Disputes through final and binding arbitration, except as set forth under "Exceptions to Agreement to Arbitrate" below.

Opt-out of Agreement to Arbitrate. You can decline this agreement to arbitrate by contacting compliance.health@bellaloves.me within 30 days of first accepting these Terms and stating that you (include your first and last name) decline this arbitration agreement.

Arbitration Procedures. The American Arbitration Association (AAA) will administer the arbitration of any Dispute under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes then in effect. Arbitration will be handled by a sole arbitrator in accordance with those rules. The arbitration will be held in New York, NY, unless we agree to an alternative location at our sole discretion. The AAA rules will govern payment of all arbitration fees.

Exceptions to Agreement to Arbitrate. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Services, or infringement of intellectual property rights (for example, trademark, trade secret, copyright or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above.

No Class Actions. You may only resolve Disputes with BELLA Health on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed under our terms and conditions.

Judicial Forum for Disputes. Except as otherwise required by applicable law, in the event that the agreement to arbitrate is found not to apply to you or your Dispute, you and BELLA Health agree that any judicial proceeding will be brought in the federal or state courts of New York, New York. Both you and BELLA Health consent to venue and personal jurisdiction there. We both agree to waive our right to a jury trial.

Limitation on Disputes. Regardless of any statute or law to the contrary, any Dispute arising out of or related to these terms and conditions or the Services must be filed within one (1) year after such Dispute arose, or else that Dispute will be barred forever.

Intellectual Property

Ownership. We own all the intellectual property rights in and to the BELLA Health app, Website, Services, and your account, including all logos and designs, and all improvements thereto, except for the intellectual property specifically owned by our third party service providers. We make no representations of any kind with respect to any content or services provided by third parties. You understand that, subject to applicable law, BELLA Health owns all right, title and interest in and to any and all proprietary and confidential information of BELLA Health contained in or transmitted through our Services. The Services, Content and our information, including visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), products, software, services, look-and-feel, and all other elements of the Services, are protected by applicable intellectual property and other laws, including patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide. Nothing herein shall be deemed to convey upon you any right, title, or interest in any of our intellectual property except for the right to view and/or use the same pursuant to these Terms of Use. Any unauthorized use of any intellectual property may constitute an infringement under applicable laws for which you shall be solely liable.

Procedures for Making Claims of Copyright Infringement. BELLA Health respects intellectual property rights and asks our users to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and this section of these Terms of Use. It is BELLA Health's policy to terminate a registered user's access to the Services who repeatedly infringes copyright upon prompt notification to BELLA Health by the copyright owner or the copyright owner's legal agent. In accordance with the U.S. Digital Millennium Copyright Act (17 U.S.C. §512) ("**DMCA**"), if you believe any Content accessible on the Website or through the BELLA Health App infringes your copyright, you may request removal of that Content from the Site by submitting written notice, with your physical or electronic signature, to our Copyright Agent designated below that includes the following information (the "**DMCA Notice**"):

- the signature of the person authorized to act on behalf of the copyright owner;
- a description of the location on the Services of the material that you believe is infringing;
- a description of the Content in the Services you believe infringes the copyright;
- your physical address, telephone number and email address;
- a written statement by you that you in good faith believe the disputed use has not been properly authorized by the copyright owner, its agent or the law; and
- a statement by you, under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the owner's behalf.

Contact information for Company's Copyright Agent for notice of claims of copyright infringement is as follows: Copyright Agent c/o BELLA Health's Legal Department 530 7th Avenue, Floor M1, New York, NY 10018 USA. If you knowingly misrepresent that any Content on the website is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under the DMCA.

Use of the Services. The Services, including the BELLA Health App, the Website and the information and Content available thereon are protected by copyright and other intellectual property laws throughout the world. Subject to the Agreement, BELLA Health grants you a limited license to reproduce portions of Services for the sole purpose of using them for your personal, non-commercial use. Unless otherwise specified by BELLA Health in a separate license, your right to use any and all Services is subject to the Agreement.

License to Use Our App. Subject to your compliance with these Terms of Use, BELLA Health grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to download, install and use a copy of the BELLA Health App on a single mobile device that you own or control and to run such copy of the BELLA Health App solely for your own personal use. Furthermore, with respect to any BELLA Health App accessed through or downloaded from the Apple App Store (an "**App Store-Sourced**

Application”), you will only use the App Store-Sourced Application (a) on an Apple-branded product that runs the iOS (Apple’s proprietary operating system) and (b) as permitted by the “Usage Rules” set forth in the Apple App Store Terms of Service. Notwithstanding the first sentence in this section, with respect to any Application accessed through or downloaded from the Google Play store (a **“Google Play Sourced Application”**), you may have additional license rights with respect to use of the Application on a shared basis within your designated family group.

Updates. You understand that the Services are evolving. BELLA Health may provide updates to the Services from time to time (**“Updates”**). Updates may include enhanced functionality, bug fixes, patches, plug-ins and new versions of the BELLA Health App. BELLA Health may require you to accept Updates to the BELLA Health App that you have installed on your mobile device. You acknowledge and agree that BELLA Health may update the Services with or without notifying you. You may need to update third-party software from time to time in order to use the Services. BELLA Health reserves the right to temporarily disable or permanently discontinue any and all functionality of the Services at any time without notice.

Feedback. While we encourage and always appreciate your feedback or other suggestions about the Services, you understand that in doing so you are granting to BELLA Health an unrestricted, irrevocable, perpetual, royalty free right to use any such feedback or suggestions in any manner and for any purpose, including for product or Services improvement and creation. We are not obligated to use your feedback or suggestions, but if we do we will do so without compensation or further obligation to you.

You acknowledge and agree that this use right granted to BELLA Health includes a right for us to make such Feedback available to other companies, organizations, or individuals with whom we have relationships, and to use such Feedback in connection with the provision of Services, in accordance with our Privacy Policy. You acknowledge and agree that all Feedback you submit to us is deemed to be non confidential.

Miscellaneous

PLEASE NOTE THAT THE TERMS ARE SUBJECT TO CHANGE BY BELLA HEALTH IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, BELLA Health will make a new copy of the Terms available at the Website and within the BELLA Health App. Any changes to the Terms will be effective immediately after we provide you with notice of such changes, including via the BELLA Health App. BELLA Health may, subject to applicable law, require you to provide consent to the updated Terms in a specified manner before further use of the Website, the BELLA Health App and/or Services. If you do not agree to any change(s) to the Terms, then you may not use the Website, the BELLA Health App and/or the Services. Otherwise, your continued use of the Website, the BELLA-Health App and/or Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE WEBSITE OR BELLA HEALTH APP TO VIEW THE THEN-CURRENT TERMS.

Contact. You are obligated to contact BELLA Health via the App or at compliance.health@bellaloves.me immediately upon becoming aware of or suspecting a breach of these Terms or a misuse of the BELLA Health App or Services.

Notice. Where BELLA Health requires that you provide an email address, you are responsible for providing BELLA Health with your most current email address. In the event that the last email address you provided to BELLA Health is not valid, or for any reason is not capable of delivering to you any notices required/permitted by these Terms, BELLA Health’s dispatch of the email containing such notice will nonetheless constitute effective notice.

Waiver and Severability. Any waiver of any provision contained in these Terms shall not be deemed to be a waiver of any other right, term, or provision of these Terms. If any provision in the Terms is determined to be wholly or partially invalid, illegal or unenforceable, such provision shall be enforced to the extent it is legal and valid and the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

Assignment. You may not assign, subcontract, delegate, or otherwise transfer these Terms, or your rights or obligations hereunder, without our prior written consent. Any attempted assignment, subcontract,

delegation, or transfer in violation of the foregoing will be null and void. Subject to applicable law, BELLA Health may assign these Terms or any rights hereunder without your consent.

Survival. In the event of termination of your account or the Services, the parts of the Terms that by their nature are intended to continue shall survive such termination, including but not limited to the indemnification and hold harmless obligations, disclaimers and limitations of liabilities, and dispute resolution procedures we and you have agreed to above.

Export Control. You may not use, export, import, or transfer the Services except as authorized by U.S. law, the laws of the jurisdiction in which you obtained access to the Services, and any other applicable laws. In particular, but without limitation, any information contained within the Services may not be exported or re-exported (a) into any U.S. embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Services, 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 and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You acknowledge and agree that products, services or technology provided by BELLA Health are subject to the export control laws and regulations of the U.S.. You shall comply with these laws and regulations and shall not, without prior U.S. Government authorization, export, re-export, or transfer BELLA Health products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

Force Majeure. BELLA Health shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

International Users. The Services can be accessed from countries around the world and may contain references to certain Services and Content that are not available in your country. These references do not imply that BELLA Health intends to announce such Services or Content in your country. Services are controlled and offered by BELLA Health from its facilities in the United States of America. Those who access or use Services from other countries do so at their own volition and are responsible for compliance with local law.

Electronic Communications. The communications between you and BELLA Health may take place via electronic means, whether you use the Services or send BELLA Health emails, or whether BELLA Health posts notices on the Website or in the BELLA Health App, or communicates with you via email. For contractual purposes, you (a) consent to receive communications from BELLA Health in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that BELLA Health provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. ("**E-Sign**"). You should retain a record of these Terms.

Entire Agreement. These Terms are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

California Consumer Complaints. In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

Questions, Complaints, Claims. If you have any questions, complaints or claims with respect to the Services, including the BELLA Health App, please contact us at: compliance.health@bellaloves.me.

Launch Date: February 1, 2021

Last Updated: September 28, 2021