

Terms of Service

REMO HEALTH TERMS OF SERVICE

Last Revised: December 12, 2024

YOUR RELATIONSHIP WITH REMO HEALTH AND THE REMO HEALTH PARTIES, IS SUBJECT TO BINDING ARBITRATION. PLEASE CAREFULLY REVIEW SECTION 25 (DISPUTE RESOLUTION) BELOW FOR MORE INFORMATION.

PLEASE SEE SECTION 17 BELOW FOR MORE INFORMATION REGARDING BILLING, FINANCIAL RESPONSIBILITY, CANCELLATIONS, REFUNDS, AND ANY APPLICABLE AUTO-RENEWAL SUBSCRIPTION-BASED BILLING (IF ANY).

1. The Service

These Terms of Service (the “Terms”) cover your access and use of the Service. For purposes of these Terms, the “Service” includes:

- the websites and mobile applications owned or operated by Remo Health or its affiliates, subsidiaries, and/or related companies, now, or in the future including, but not limited to, www.remo.health (collectively, the “Platform”);
- Remo Health’s subdomains; and
- all related services and products provided in connection with or through the Platform.

Without limiting the generality of the foregoing, the Service may also include, from time to time, and without limitation:

- access to information, text, graphics, photos, resources, or other materials appearing in the Platform or in any aspect of the Service (collectively, the “Content”), including educational Content;
- the ability to create, upload, transmit, display, and access User Content (as such term is defined hereunder);
- the ability to interact with other users of the Service;
- the ability to request your health information to share with other health care providers, friends, or family so that they can understand how you use the Service; and
- access to other information about the Remo Health Parties, the products and services, and any other features, content, or applications that the Remo Health Parties may offer from time to time.

Certain features may be available only to users who register for the Service and only for the duration of their access to and use of the Service. Generally, the Service is available only to individuals who:

- are at least 18 years old;
- reside in the United States of America or any of its territories;
- meet the criteria that are established for registering with the Service; and
- complete the registration process prescribed from time-to-time.

Once you complete the registration process, you consent to receiving the Service. To enroll in the Service, you will be required to create, at a minimum, a user ID / screen name and password (collectively, the “Login Credentials”). By accessing or using any component of the Service including, but not limited to, creating Login Credentials for accessing the Service, you represent that you are at least 18 years old, or a caregiver, guardian, conservator, custodian, or similar authorized individual who is lawfully permitted to legally bind the person on whose behalf you act. Notwithstanding the foregoing sentence, the Remo Health Parties may, at any time, in its sole discretion and without notice, refuse to offer the Service to any person or entity, change, replace, suspend, or discontinue the Service or any component of the Service (including, without limitation, any feature, functionality, specification, or content), or impose limitations on certain features or parts of the Service or restrict your access to part or all of the Service. The Remo Health Parties will not be liable to you for any change, replacement, suspension, or discontinuation of your access to or use of the Service.

2. The Terms and Privacy Policy

Your access to and use of the Service is subject to these Terms and the Privacy Policy (the “Privacy Policy”). Please read the Privacy Policy carefully as it contains important information describing how your personal information is collected, used, and disclosed. For these Terms, the “Remo Health Parties” means Remo Health, its subsidiaries, its affiliates, and its related parties (including any professional entities affiliated with the Remo Health Parties), and each of their directors, officers, employees, agents, affiliates, representatives, service providers, suppliers, partners, sublicensees, successors, and assigns. By accessing or using the Service, you

- agree to be bound by these Terms; and
- acknowledge receipt of and understanding of the Privacy Policy.

You further acknowledge and understand that agreeing to these Terms is not a condition for receiving any treatment, payment, or benefit under your insurance and that your refusal to agree to these Terms will not affect any treatment, payment, or benefit for which you may be eligible under your insurance. However, you acknowledge and understand that if you do not agree to the Terms, you will not be able to access the Service. Moreover, the Remo Health Parties do not and will not grant you any right to access, browse, or use the Service without your agreement to be bound by the Terms.

References in the Terms to “you” or “your” refer to both you and any person on whose behalf you act. If you are a caregiver, helper, guardian, conservator, custodian, or similar legally authorized individual accessing or using the Service or are otherwise authorized to help another person do so, the Terms constitute a legally binding agreement between the Remo Health Parties and both the caregiver, guardian, conservator, custodian, similar legally authorized individual or helper and the person being helped. If you are a caregiver, guardian, conservator, custodian, similar legally authorized individual, or helper, you represent and warrant that you have the right, authority, and capacity to accept these Terms on behalf of the person being helped.

BY CLICKING THE “I AGREE” BUTTON (OR TAKING A SIMILAR ACTION), AND/OR BY ACCESSING, BROWSING, OR USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ THE TERMS, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE WITH THE TERMS OR DO NOT CONSENT TO THE COLLECTION, USE, AND DISCLOSURE OF YOUR PERSONAL INFORMATION, INCLUDING HEALTH-RELATED INFORMATION, AS DESCRIBED IN THE PRIVACY POLICY, YOU SHOULD NOT ACCESS, BROWSE, OR USE THE SERVICE.

3. Limitations Regarding Services: Not Emergency Services

REMO HEALTH ITSELF IS NOT A HEALTH CARE PROVIDER OR A LEGAL OR FINANCIAL ADVISOR, AND DOES NOT PROVIDE ANY MEDICAL ADVICE, MEDICAL TREATMENT, OR LEGAL OR FINANCIAL ADVICE. ANY CONTENT AND ANY INFORMATION PROVIDED BY REMO HEALTH ITSELF AND ITS PERSONNEL ARE FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE USED FOR THE DIAGNOSIS OR TREATMENT OF ANY MEDICAL CONDITION OR FOR FINANCIAL PLANNING OR LEGAL ADVICE. ALWAYS SEEK THE ADVICE OF A QUALIFIED HEALTH CARE PROVIDER BEFORE STARTING, ALTERING, OR DISCONTINUING ANY COURSE OF MEDICAL TREATMENT OR FOR ANY QUESTIONS REGARDING YOUR MEDICAL CONDITION OR THE USE (OR FREQUENCY) OF ANY MEDICATION OR MEDICAL DEVICE. LIKEWISE, ALWAYS SEEK THE ADVICE OF FINANCIAL OR LEGAL PROFESSIONALS WHEN SEEKING FINANCIAL OR LEGAL ADVICE. DO NOT USE THE SERVICE AS A SUBSTITUTE FOR CONSULTING WITH A HEALTH CARE PROVIDER OR A FINANCIAL OR LEGAL PROFESSIONAL AND DO NOT DISREGARD PROFESSIONAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF ANY INFORMATION RECEIVED IN CONNECTION WITH THE SERVICE.

IF YOU RECEIVE MEDICAL CARE FROM ANOTHER PARTY, THAT MEDICAL CARE IS SEPARATE FROM AND UNRELATED TO THE SERVICE PROVIDED BY THE REMO HEALTH PARTIES. YOUR TREATING MEDICAL PROFESSIONAL IS RESPONSIBLE FOR OBTAINING YOUR INFORMED CONSENT TO THAT MEDICAL CARE. THE REMO HEALTH PARTIES ARE NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS, MEDICATIONS, PRESCRIPTIONS, OR ANY OTHER INFORMATION, SERVICES, OR PRODUCTS THAT YOU MAY OBTAIN FROM UNAFFILIATED THIRD PARTIES IN CONNECTION WITH OR AS A RESULT OF USING THE SERVICE.

THE SERVICE IS FOR NON-EMERGENCY PURPOSES ONLY. DO NOT ATTEMPT TO ACCESS EMERGENCY CARE THROUGH THE SERVICE OR RELY ON THE SERVICE IN ANY WAY FOR EMERGENCY ASSISTANCE. IF AT ANY TIME YOU ARE CONCERNED ABOUT YOUR CARE OR TREATMENT, OR IF YOU THINK YOU HAVE A MEDICAL EMERGENCY, CALL 911 OR GO TO THE NEAREST EMERGENCY ROOM IMMEDIATELY. You acknowledge that the Remo Health Parties may secure treatment on your behalf if they believe there is an emergency or that you need immediate care and agree that if the Remo Health Parties take any action to secure emergency treatment on your behalf, you, and not the Remo Health Parties will be solely responsible for payment of all medical services rendered in connection with that treatment.

To assist you in determining whether the Service fits your needs, the Remo Health Parties may ask a series of initial questions during registration and based on your responses to these questions, determine that you are not eligible to utilize the Service. In such a case, you will be notified that you will be unable to use the Service and while your registration will remain on file with the Service, you will not be able to further utilize the Service. You can always return to the Service at a later time to determine whether your eligibility has changed.

You understand that the Service is not insurance, and the Remo Health Parties are not insurers. Any amounts that you pay to the Remo Health Parties are not insurance premiums. Access to and use of the Service is limited exclusively to users located in jurisdictions within the United States where the Service is available.

4. Intellectual Property Rights; Grant of License; Restrictions

Unless otherwise noted, the Service, and all components of the Service (including, but not limited to, the Platform and Content), are solely the property of the applicable Remo Health Parties or licensors and are protected from unauthorized copying and dissemination by United States copyright law, trademark law, international conventions and other intellectual property laws. Domain names and product names are trademarks or registered trademarks of their respective owners. Remo Health does not claim ownership of User Content, and User Content will not be considered Content for purposes of this section only.

Subject to your compliance with the Terms, Remo Health grants to you a personal, non-transferable, non-exclusive, non-sublicensable, royalty-free, freely revocable, limited right to access and use the Service. All rights not expressly granted herein are reserved to the applicable Remo Health Parties and its licensors.

You agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publish, adapt, edit, create derivative works from, or otherwise exploit the Service, any component of the Service, any third-party submissions, or any other proprietary rights or other valid rights not owned by you without the consent of the respective owners or in any other way that violates any third-party right. In addition, you shall not modify or incorporate the Service, or any components of the Service, in whole or in part, in any other product or service, or create derivative works, based on all or part of the Service. You shall not remove any copyright, trademark, proprietary rights, disclaimer or warning notice included on or embedded in any part of the Service.

Remo Health and the Remo Health logo (the "Remo Health Marks") are trademarks or registered trademarks of Remo Health, Inc. Other trademarks, service marks, graphics, and logos appearing on or through the Service, or any component of the Service, may be the property of third parties ("Third-Party Marks"). Neither the Terms nor your use of any component of the Service grants you any right, title, or interest in or to, or any license to reproduce or otherwise use, the Remo Health Marks or any Third-Party Marks. If you violate these terms and conditions, your permission to access to and use of the Service automatically terminates.

5. Registration Requirements

As a condition to accessing and using the Service, you will be required to register with Remo Health by creating an account and by providing information that may be used to personally identify you. You represent and warrant that all information that you submit (whether about you or another person), or that is submitted on your behalf, is complete, accurate, and truthful. Remo Health reserves the right to authenticate any information you provide. You also agree to maintain the information that you submit (or that any third party submits on your behalf) and to update it promptly for any changes. Failure to keep submitted information current will constitute a breach of these Terms, which may result in immediate termination of your account.

Your access to the Service Platform will require you to create Login Credentials. You acknowledge that you are responsible for selecting and safeguarding your Login Credentials and agree that you are responsible for all activity that occurs under your Login Credentials. You shall notify us immediately if you believe that your Login Credentials have been or may be used without your permission. You may not create more than one account to access the Service, share your Login Credentials with any third party, or transfer your account to any third party. Remo Health, and the Remo Health Parties, are not responsible for any loss or damage caused by, or expense incurred by you because of, or arising from, your failure to safeguard your Login Credentials. You shall not rent, resell, or remarket the Service, or any component of the Service or, except for as expressly permitted under these Terms, provide access to the Service, or any component of the Service, to any third party. Remo Health may terminate any account in its sole discretion, and you may not be permitted to create a new account to access the Service if your prior account has been terminated.

6. User Content

In connection with your use of the Service, the Remo Health Parties may receive or collect User Content from you. For purposes of the Terms, “User Content” means any content, personal information (including without limitation, your name, contact information, activity tracking, and other personally identifiable information or personal health information), videos, audio clips, written comments, data, text, photographs, software, scripts, graphics, chat messages, works of authorship, or other information, in each case, where supplied by or collected from a user of the Service, including any feedback or suggestions for improvements, enhancements, or error corrections. For avoidance of doubt, User Content shall also include any information from medical devices regardless as to whether such information was manually or automatically supplied to the Service.

7. Rights to and Responsibilities for User Content

You hereby grant the licenses to use the User Content, as described below, to the Remo Health Parties and to other users of the Service. You represent and warrant that you own all rights, title, and interest in and to your User Content or are otherwise authorized to grant the licenses described in these Terms. You also represent that granting these licenses will not violate any law or infringe upon or violate the rights of any person or entity.

You consent and grant to the Remo Health Parties a perpetual, irrevocable, non-exclusive, transferable, sublicensable, royalty-free, fully paid, worldwide right and license to use, license, modify, reproduce, adapt, publish, translate, transmit, edit, distribute, perform, display, communicate publicly, create derivative works of, and otherwise use any User Content and incorporate any User Content in other works in any form, media, or technology, in each case, subject to the Terms. You also consent to and permit any other user of the Service to access, display, view, store, and reproduce any User Content that you make available within the Service or to the public for his or her personal use without compensation. Except for as set forth herein, you retain all ownership or license rights that you possess in your User Content.

If all or a portion of User Content constitutes personally identifiable information as described in the Privacy Policy, it will be subject to the Privacy Policy. However, under the license you grant pursuant to these Terms, the Remo Health Parties reserve the right to remove personal identifiers from any User Content and, once de-identified or otherwise rendered no longer attributable to you without additional information (including in any manner prescribed by law), the remaining information (the “De-Identified Data”) will not be subject to confidentiality obligations. You understand and agree that the Remo Health Parties own all rights, title, and interest in and to any De-Identified Data and it may be used for any lawful business purpose without any duty of accounting to you, including, but not limited to, using De-Identified Data in publications, in sales and marketing materials, and for product research and development.

If the Service allows you to post or use User Content, you acknowledge and agree that:

- you may be exposed to User Content that is objectionable or offensive;
- the Remo Health Parties do not control User Content from other users, endorse any User Content, or undertake any obligation or liability relating to any User Content or any related activities, including, but not limited to, monitoring the Service or User Content;
- all User Content submitted, uploaded, posted, transmitted, shared, or displayed are the sole responsibility of the person who made such User Content;

- YOU ARE ENTIRELY RESPONSIBLE FOR YOUR USER CONTENT AND WILL BE SOLELY RESPONSIBLE FOR ANY VIOLATIONS OF LAWS AND FOR ANY INFRINGEMENTS OF THIRD-PARTY RIGHTS CAUSED BY YOUR USER CONTENT; AND
- THE REMO HEALTH PARTIES DO NOT REPRESENT, WARRANT, OR GUARANTEE, AND DISCLAIMS: ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING, THE QUALITY, AUTHENTICITY, INTEGRITY, OR ACCURACY OF ANY INFORMATION PROVIDED BY OR ON BEHALF OF ANY USER, ANY ACTUAL OR IMPLIED DUTY TO MONITOR USER CONTENT, AND ALL RESPONSIBILITY AND LIABILITY FOR ANY INFORMATION PROVIDED BY OR ON BEHALF OF USERS IN CONNECTION WITH THEIR USE OF THE SERVICE.

8. Acceptable Use and Conduct

The Service is provided only for your personal, non-commercial, limited use in accordance with the Terms. You are fully responsible for your use of the Service. As a condition to accessing or using the Service, you agree to abide by all applicable local, state, and federal laws, rules, and regulations in accessing and using the Service, and you agree not to use the Service for any purpose that is prohibited by the Terms.

In accessing and using the Service, you agree not to take (or permit any third party to take) any action that the Remo Health Parties considers:

- threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, unlawful, obscene, offensive, or profane;
- promoting bigotry, racism, misogyny, or ethnic or religious hatred;
- infringing on any patent, trademark, trade secret, copyright, right of publicity, or other right of any other person or entity;
- constituting unauthorized or unsolicited advertising, junk email, bulk email, or other spamming;
- encouraging conduct that would constitute a criminal or civil offense;
- involving commercial activities and/or sales that have not been authorized, such as contests, sweepstakes, lotteries, giveaways, barbers, advertisements, gifting clubs, chain letters, pyramid schemes, or other fraudulent schemes;
- interfering with another user's enjoyment of the Service; or
- attempting to impersonate any person or entity or misusing another person's contact or account information.

In accessing and using the Service, you also agree not to take (or permit any third party to take) any action that:

- interferes or attempts to interfere with the proper working of the Service or any activities conducted on or as a part of the Service;
- circumvents or attempts to circumvent any technological measure implemented by us or any other third party (including another user) to protect or restrict access to any component of the Service, computer systems or networks, accounts, or submissions from other users or third parties;
- transmits or introduces software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit, or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password, or other information;
- deciphers, decompiles, disassembles, reverse engineers or otherwise attempts to derive any source code or underlying ideas or algorithms of any component of the Service, except to the limited extent applicable laws specifically prohibit such restriction;
- modifies, translates, or otherwise creates derivative works of any component of the Service;
- copies, rents, leases, distributes, or otherwise transfers any or all rights that you receive pursuant to the Terms;
- imposes or may impose an unreasonable or disproportionately large load on infrastructure (or a third-party provider's infrastructure);
- records, processes, or mines information about other users without their consent; or
- uses manual or automated software, devices, or other processes to "crawl" or "spider" any component of the Service.

You agree not to upload, download, post, submit, or otherwise distribute or facilitate the distribution of any content on or through the Service that accomplishes the same effect, or any prohibited actions described above. The Remo Health Parties reserve the right to access, read, preserve, disclose, edit, suspend, or remove any User Content from the Service at any time, for any reason or for no reason at all, and without notice, including, but not limited to, accessing, reading, preserving, and disclosing any information to:

- satisfy any applicable law, regulation, legal process, or governmental request;
- enforce these Terms, including investigation of potential violations;
- detect, prevent, or otherwise address fraud, security or technical issues;
- respond to user support requests; or
- protect the rights, property, or safety of the Remo Health Parties, users, or the public.

9. Termination of Use; Discontinuation and Modification of the Service

Without notice, and at any time, the Remo Health Parties, in their sole discretion, may suspend or terminate your access to, or use of, all or any component of the Service or suspend, discontinue, modify, or terminate any component, functionality, or feature of the Service. You agree that the Remo Health Parties shall not be liable to you or any third party for termination of your access to, or use of, the Service, or any component of the Service, or for suspending, discontinuing, modifying, or terminating any component, functionality, or feature of the Service. If you fail to fulfill any of your obligations under the Terms, the Remo Health Parties and/or its licensors may pursue all available legal remedies. You agree that Remo Health's licensors may be entitled to enforce these Terms as third-party beneficiaries; otherwise, there are no third-party beneficiaries to these Terms. The Terms which by their nature should survive expiration or termination shall survive according to their terms including, but not limited to, intellectual property rights and restrictions, dispute resolution (arbitration), warranty disclaimers, indemnification and limitation of liability.

10. Assumption of Risk; Release

By granting you the right to use the Service, or any component thereof, you acknowledge and agree that you alone are responsible for your communications, interactions, agreements, representations, promises or any other involvement with other users of the Service. Remo Health reserves the right, but has no obligation, to monitor disagreements between you and other users. If you have a dispute with one or more users, you irrevocably and forever release the Remo Health Parties from claims, demands, and damages (actual, indirect, punitive and consequential) of every kind and nature, known and unknown, arising out of, related to, or in connection with such disputes. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

11. Disclaimer of Warranty

THE SERVICE AND ALL COMPONENTS THEREOF INCLUDING, BUT NOT LIMITED TO, THE PLATFORM AND CONTENT, ARE PROVIDED TO YOU "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, STATUTORY, IMPLIED OR OTHERWISE. TO THE EXTENT ALLOWED BY LAW, THE REMO HEALTH PARTIES DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND ANY COMPONENT THEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, PERFORMANCE, USAGE, OR TRADE.

THE REMO HEALTH PARTIES DO NOT WARRANT THAT THE SERVICE OR ANY COMPONENT THEREOF, INCLUDING, BUT NOT LIMITED TO, THE PLATFORM OR CONTENT, WILL BE ACCURATE, COMPLETE, UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY EMPLOYEE, REPRESENTATIVE OR AGENT OF THE REMO HEALTH PARTIES SHALL CREATE A WARRANTY FOR THE SERVICE AND YOU MAY NOT RELY ON SUCH INFORMATION OR ADVICE. IN ADDITION, REMO HEALTH'S LICENSORS

EXPLICITLY DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE SERVICE. SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. TO THE EXTENT THAT THE REMO HEALTH PARTIES CANNOT DISCLAIM ANY IMPLIED WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED BY LAW.

12. Indemnification

You agree to defend, indemnify, and hold harmless the Remo Health Parties from all liabilities, claims, losses, damages, and expenses, including reasonable attorneys' fees, that arise from, relate to, or in connection with:

- your use or misuse of the Service or any component of the Service;
- your provision of any User Content or other data to the Remo Health Parties;
- your breach of the Terms;
- your violation or alleged violation of any applicable foreign or domestic federal, state or local laws, rules, and/or regulations; or
- any infringement or alleged infringement of any intellectual property right or other right of any person or entity by you or any third party using your Login Credentials.

Remo Health reserves the right to assume the exclusive defense and control of any matter subject to this indemnification, in which case you agree to fully assist and cooperate.

13. Limitations of Liability

IN NO EVENT SHALL THE REMO HEALTH PARTIES BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICE, OR ANY COMPONENT OF THE SERVICE, FOR:

- ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER OR FOR ANY SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING);
- ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION);
- YOUR USE OR INABILITY TO USE OR RELIANCE ON THE SERVICE OR ANY COMPONENT OF THE SERVICE; OR
- STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE.

IN ADDITION, THE MAXIMUM LIABILITY OF THE REMO HEALTH PARTIES FOR ANY AND ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE SERVICE, AND ANY COMPONENT OF THE SERVICE, IS LIMITED TO THE LESSER OF THE AMOUNT PAID BY YOU FOR ACCESS TO OR USE OF THE SERVICE OR FIVE HUNDRED U.S. DOLLARS (USD \$500.00).

YOU ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE FUNDAMENTAL ELEMENTS OF THE TERMS AND THAT THE SERVICE WOULD NOT BE PROVIDED TO YOU ABSENT THESE LIMITATIONS. YOU AGREE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION REPRESENTS A REASONABLE ALLOCATION OF RISK AND ARE A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE REMO HEALTH PARTIES AND YOU. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THE TERMS. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO CERTAIN OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU IF YOU RESIDE IN ONE OF THOSE JURISDICTIONS. IF ANY PORTION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

14. Electronic Communications

The communications between you and the Remo Health Parties use electronic means, whether you use, browse, download, or access the Services, or any component thereof, or whether the Remo Health Parties provide notices as described under the Terms or otherwise communicate with you via email. For contractual purposes, you consent to receive communications from the Remo Health Parties in an electronic form and agree that all terms and conditions, agreements, notices, disclosures, and other communications that the Remo Health Parties provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in a hardcopy writing.

IN ADDITION, BY PROVIDING THE REMO HEALTH PARTIES WITH A PHONE NUMBER (INCLUDING A MOBILE PHONE NUMBER), YOU CERTIFY THAT THE PHONE NUMBER PROVIDED IS TRUE AND ACCURATE AND THAT YOU ARE AUTHORIZED TO ENROLL THE DESIGNATED PHONE NUMBER TO RECEIVE SMS MESSAGES. YOU ACKNOWLEDGE AND EXPRESSLY CONSENT TO THE REMO HEALTH PARTIES SENDING YOU COMMUNICATIONS THROUGH SMS MESSAGES, PRE-RECORDED VOICE CALLS, PUSH NOTIFICATIONS OR OTHERWISE (POTENTIALLY THROUGH AN AUTOMATED VOICE DIALING SYSTEM), THAT ARE RELATED TO, ARISE FROM, OR ARE CONNECTED WITH YOUR USE OF, OR PARTICIPATION IN, THE SERVICE. YOUR ACCESS AND PARTICIPATION IN THE SERVICE IS NOT LIMITED BY YOUR REFUSAL TO GIVE THIS CONSENT. FOR SMS MESSAGES, STANDARD MESSAGE AND DATA RATES MAY APPLY. TO REVOKE THIS CONSENT OR OPT OUT OF SMS MESSAGES, FOLLOW THE OPT OUT REQUIREMENTS INCLUDED IN A REMO HEALTH-GENERATED SMS MESSAGE OR EMAIL REMO HEALTH. FOLLOWING OPT OUT, YOU CONSENT TO RECEIVING ONE FINAL SMS MESSAGE FROM THE REMO HEALTH PARTIES CONFIRMING YOUR REQUEST.

The Remo Health Parties devote considerable effort and resources to protect and secure your personal information. However, you acknowledge that email and SMS messages are not natively secure methods of communication, and the Remo Health Parties cannot ensure the security or confidentiality of messages sent by email and/or SMS messages. Information, including your personal information, transmitted by email or SMS may not be encrypted and could be read by a third party. If you would prefer not to exchange your personal information via email or SMS, please notify Remo Health.

15. Your Systems and Connections to the Service

You are responsible for obtaining, installing, operating, and maintaining all software, hardware, devices, or other equipment (collectively, the “Systems”) that may be necessary for you to access and use the Service and any internet and/or wireless services via the providers of your choice (the “Connections”). This responsibility includes, without limitation, utilizing current versions of web-browsers, operating systems, appropriate encryption, antivirus, anti-spyware, and internet security software. By accessing or using the Service, you demonstrate and agree that you can receive electronic communications and access information that the Remo Health Parties makes available electronically. In connection with your access to and use of the Service, you understand and agree that:

- you are responsible for the data security of the Systems that you use (or any third party on your behalf uses) to access the Service and for the transmission and receipt of information using those Systems;
- using open networks as Connections is associated with certain security, corruption, transmission error, and access-availability risks, and you expressly assume those risks;
- you have made your own independent assessment of the adequacy of the Systems and the Connections and are satisfied with that assessment; and
- the Remo Health Parties are not responsible for any errors or problems that arise from the malfunction or failure of the Systems or the Connections.

THE REMO HEALTH PARTIES ASSUME NO LIABILITY FOR OR RELATING TO THE DELAY, INTERRUPTION, FAILURE, CORRUPTION OF, UNINTENDED ACCESS TO, OR DISCLOSURE OF, ANY INFORMATION THAT YOU OR YOUR AGENTS TRANSMIT TO THE REMO HEALTH PARTIES. IN ADDITION, BY AGREEING TO RECEIVE EMAILS, TEXT MESSAGES, PUSH NOTIFICATIONS, OR OTHER ELECTRONIC COMMUNICATIONS, YOU AGREE TO ACCEPT ANY RISK AND DAMAGE ARISING FROM THE DISCLOSURE OF THOSE COMMUNICATIONS IN TRANSMISSION.

16. Audio and Video Recording

The Service may utilize videoconferencing, video images, high quality still image and/or telephone conferences. By agreeing to these Terms, you consent and authorize the Remo Health Parties to audio record, video record, and/or

photograph all interactions as necessary for providing the Services, or any component of the Services. You consent and authorize that all or a portion of the recordings, videos or images may be used for internal purposes, such as quality improvement or education. If such information is used externally for educational purposes, then your identity will remain anonymous.

17. Financial Obligations

Some parts of the Service, presently or in the future, allows you to purchase a subscription directly from Remo Health (a "Subscription"). To the extent applicable to the Service, Remo Health will charge you the fee presented when you purchase the Subscription (the "Subscription Fee"). The Subscription will give you access to the Service, or a component of the Service, for a monthly subscription period (the "Subscription Period").

Subscriptions and Recurring Payments

When you sign up for a Subscription, your selected Service will automatically renew for an additional Subscription Period at the Subscription Fee (including any applicable taxes) and will continue to renew until the Service is no longer offered or your Subscription is canceled. The billing period for your Subscription Fee begins from the time of your account registration (i.e., when you register, create Login Credentials, enter your payment method and pay the initial Subscription Fee), and again at the start of each subsequent Subscription Period. You agree to pay your Subscription Fee in full each Subscription Period and authorize your payment method on file to be billed automatically each Subscription Period by Remo Health's third-party payment processor, regardless of whether you used the Service during the Subscription Period, until your Subscription ends or is canceled. If the Subscription Fee is not paid in a timely manner, or your transaction cannot be processed, Remo Health reserves the right to suspend, disable, cancel or terminate your Subscription and you will be responsible for paying all past-due amounts. You acknowledge that billing may not occur on the exact same date of each month.

Changes to Subscription Fees and/or Subscription Terms

The Subscription terms (including the products or services covered by the Subscription), and Subscription Fee, are set by Remo Health in its sole discretion and may change from time to time. If the Subscription Fee increases, Remo Health will notify you and provide you an opportunity to change or cancel your Subscription before applying those changes in connection with an automatic renewal. Your continued enrollment in your Subscription after the changes become effective will constitute your acceptance of the changes. If you do not wish to continue your Subscription at the revised rates and/or terms, you must let Remo Health know prior to the end of your then current Subscription Period in accordance with these Terms (so that at the end of that Subscription Period, your Subscription will end), otherwise the revised rate and/or terms will apply on and from the next Subscription Period.

Enterprise Client Coverage

In lieu of a Subscription, you may have access to certain parts of the Service through your association with certain health care providers or participation in, or alignment with, certain health care programs (each, an "Enterprise Client"). Subject to the terms of the applicable written agreement, an Enterprise Client may cover all or a portion of the fees for you to access, or use, the Service, or a component thereof. You acknowledge and understand that if your association, participation, or alignment with the Enterprise Client ends, your access to the Service will cease and you will need to purchase a Subscription to continue accessing the Service.

Your Payment Information

When applicable, the Remo Health Parties will charge any fees associated with your account to your credit card or debit card on file with Remo Health. You represent and warrant that the credit card or debit card information you provide is true, correct and complete and you are the person in whose name the credit card or debit card was issued or you are authorized to make a purchase with the relevant credit card or debit card. You will promptly notify Remo Health if your payment information changes, if your payment method is canceled, or if you become aware of a breach of security. You acknowledge that we may process an authorization hold using your payment information in order to verify the information provided. If your payment card details change or are due to expire, we may request updated payment details from you, including your card number, expiration date, and CVV (or equivalent). By providing us with updated payment information, you authorize us to continue to charge your card using the updated information so that you can continue to receive the Service.

Third-Party Payment Processor

Credit card, debit card and other monetary transactions on or through the Service may occur through an online payment processing application that is provided by a third-party payment processor(s). If Remo or its third-party payment processor is unable to secure funds from your payment method for fees that are due for any reason, including, but not limited to, insufficient funds or insufficient or inaccurate information provided when submitting electronic payment, Remo Health, on behalf of the Remo Health Parties, may undertake further collection action, including application of fees to the extent permitted by law, and reserves the right to suspend or terminate your account or access to the Service.

Waiver of Claims and Unauthorized Payments

You agree to waive all claims against the Remo Health Parties, including their third-party payment processor(s), related to any unauthorized payments made on or using your Login Credentials or account outside of Remo Health's control, regardless of whether such payments are authorized or unauthorized.

Fraud, Cancellations, Returns, and Refunds

The Remo Health Parties reserve the right to refuse to provide the Service on suspicion of fraudulent or illegal activity associated with your use of the Service, including, but not limited to, stolen payment information. By agreeing to these Terms, you agree to the terms described in Remo Health's refund policy (if any) in existence at the time of your cancellation or refund request. You understand and agree that you shall receive no refund if your account is suspended or terminated because of your violation of these Terms.

18. Third-Party Offerings

The Service may allow you to display, use, access, interact with, receive, include, or make available other content, data, information, applications, services, or materials from third parties (collectively, the "Third-Party Offerings"). When you use any Third-Party Offerings, YOU DO SO AT YOUR OWN RISK. To the extent that the Service contains links to third parties and/or third-party sites, when you access those third parties or links, you do so at your own risk. Inclusion of any access to third parties and/or links to Third-Party Offerings does not imply any endorsement or recommendation or any association with the providers of such Third-Party Offerings. The Remo Health Parties do not control the Third-Party Offerings and are not responsible for any failure of such Third-Party Offerings.

The Remo Health Parties are not responsible for how Third-Party Offerings collect, save, keep, access, or use information that you supply to them or that is supplied to them at your request or instruction. You are solely responsible for reading and understanding the terms of use and privacy policies of Third-Party Offerings before using or interacting with them. If you do not understand or do not agree to the terms of use or privacy policies of any Third-Party Offerings, you should not use or interact with those offerings or providers.

THE REMO HEALTH PARTIES DISCLAIM ALL RESPONSIBILITY AND LIABILITY FOR THE COLLECTION AND USE BY ANY THIRD-PARTY OFFERINGS OF ANY INFORMATION THAT YOU SUPPLY TO THEM OR THAT THE REMO HEALTH PARTIES SUPPLY TO THEM AT YOUR REQUEST OR INSTRUCTION, AS WELL AS THE AVAILABILITY, PERFORMANCE, TECHNICAL FAILURES, CONTENT, ACCURACY, EFFICACY, APPROPRIATENESS, SAFETY, LEGALITY, OR SECURITY OF THIRD-PARTY OFFERINGS OR ANY OTHER ASPECT OF THEIR FUNCTIONING OR INTERACTIONS. YOU AGREE THAT THE REMO HEALTH PARTIES SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES, LOSS, OR OTHER HARM OF ANY SORT THAT RESULTS FROM OR IS ALLEGED TO HAVE RESULTED FROM YOUR INTERACTION WITH, OR A THIRD PARTY'S INTERACTION WITH, THE THIRD-PARTY OFFERINGS AND YOU ASSUME ALL RESPONSIBILITY AND LIABILITY FOR ANY DAMAGES, LOSS, OR OTHER HARM, WHETHER TO YOU OR TO THIRD PARTIES, THAT RESULTS FROM, OR ALLEGED TO HAVE RESULTED FROM, YOUR USE OF THIRD-PARTY OFFERINGS.

19. Notices

Notices to you hereunder shall be sent to the email address Remo Health has on file for you and, for users from whom Remo Health has not collected an email address or users who have otherwise opted out of email communications, by prominently posting notice on the Platform.

20. Governing Law

The Terms shall be governed by and construed in accordance with the laws of the State of Delaware, USA without regard to its conflicts of laws provision. For all claims not otherwise subject to arbitration, the parties hereby consent to the exclusive jurisdiction and venue in the state courts in Wilmington, Delaware or any federal court located therein. In any action or proceeding to enforce or interpret the Terms, the prevailing party will be entitled to recover the costs and expenses (including reasonable attorneys' fees) that it incurred in connection with such action or proceeding and enforcing any judgment or order obtained.

21. Miscellaneous

If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Product of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

22. Complete Agreement, Waiver, Severability

The Terms are the entire and exclusive understanding and agreement between you and the Remo Health Parties regarding your use of the Service. The Terms supersede all prior agreements, proposals, oral or written, all negotiations, conversations, discussions and all past course of dealing between you and the Remo Health Parties relating to, arising from, or in connection with the Service, or the terms of its license to you, and may only be modified in writing signed by you and an authorized officer of Remo Health. In the event any provision of the Terms is held by a court of competent jurisdiction not to be enforceable, such unenforceability shall not affect the remaining provisions of the Terms in such jurisdiction or render unenforceable or invalidate such provisions of the Terms in other jurisdictions. Upon such determination that any of the provisions of the Terms are held to be invalid under any applicable statute or rule of law, they shall be severed from the Terms and the remaining provisions of the Terms shall be interpreted so as best to reasonably effect the intent of the parties and the parties agree to replace any invalid or unenforceable provisions in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. No waiver of any right or obligation contained herein shall be given except in writing signed by the party against whom the waiver is sought to be enforced.

23. Assignment

You may not assign or transfer the Terms or your rights under the Terms, in whole or in part, by operation of law or otherwise, without Remo Health's prior written consent. The Remo Health Parties may assign the Terms at any time without notice or consent.

24. Modification of the Terms

Remo Health reserves the right, at its sole discretion, and at any time, to modify the Terms. Please check the Terms periodically for changes or updates. Immaterial modifications are effective upon publication. If a change to the Terms materially modifies your rights or obligations, Remo Health will update the "last updated" date at the top of this page or make reasonable efforts to notify you that material changes have been made to the Terms. Your continued use of the Service after any such modification constitutes your acceptance of the revised Terms. If you do not agree to the revised Terms, do not use or access (or continue accessing) the Service.

25. Dispute Resolution

Please read the following arbitration agreement in this Section ("Arbitration Agreement") carefully. It requires you to arbitrate disputes with the Remo Health Parties and limits how you can seek relief from the Remo Health Parties.

You agree that any dispute between you and any of the Remo Health Parties relating to, arising from, or in any way connected to the Service (including, but not limited to, interpreting the Terms and/or Privacy Policy) will be resolved by binding arbitration, rather than in court, except that you or the Remo Health Parties may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). For purposes of this Arbitration Agreement, "Dispute" will also include all claims or disputes that arose or involve facts occurring before the existence of this or any prior versions of the Terms as well as claims or disputes that may arise after the expiration or termination of the Terms.

Informal Dispute Resolution Process ("Informal Dispute Resolution Process")

If a Dispute arises between you and the Remo Health Parties, you and the Remo Health Parties agree that good faith informal efforts to resolve such Dispute can result in a prompt, low-cost and mutually beneficial outcome and

before any party commences arbitration against the other (or initiates an action in small claims court if a party so elects), the parties will personally meet and confer, in a good faith effort, to resolve informally any Dispute covered by this Arbitration Agreement (“Informal Dispute Resolution Conference”). If you are represented by counsel, your counsel may participate in the conference, but you will also participate in the conference.

The party initiating a Dispute must give notice to the other parties in writing of its intent to initiate an Informal Dispute Resolution Conference (“Notice”), which shall occur within 45 days after the other party receives such Notice, unless an extension is mutually agreed upon by the parties. Notice to the Remo Health Parties that you intend to initiate an Informal Dispute Resolution Conference should be sent by email to legal@remo.health and must include:

- your name, telephone number, mailing address, and e-mail address;
- the name, telephone number, mailing address and e-mail address of your counsel, if any; and
- a description of your Dispute.

The Informal Dispute Resolution Conference shall be individualized such that a separate conference must be held each time a party initiates a Dispute. Multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree. Engaging in the Informal Dispute Resolution Conference is a condition precedent that must be fulfilled before commencing arbitration.

Arbitration Rules and Forum

The Terms evidence a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 et seq., will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings. If the Informal Dispute Resolution Process does not resolve satisfactorily within 60 days after receipt of your Notice, you and the Remo Health Parties agree that a party shall have the right to finally resolve the Dispute through binding arbitration. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. The arbitration will be conducted by JAMS. A Dispute involving claims and counterclaims with an amount in controversy under \$250,000, not inclusive of attorneys’ fees and interest, shall be subject to JAMS’ most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims shall be subject to JAMS’ most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. A party wishing to initiate arbitration must provide the other parties with a request for arbitration (the “Request”). The Request must include:

- the name, telephone number, mailing address, e-mail address of the party seeking arbitration and the account username (if applicable);
- a statement of the legal claims being asserted and the factual bases of those claims;
- a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy in United States Dollars;
- a statement certifying completion of the Informal Dispute Resolution Process; and
- evidence that the requesting party has paid any necessary filing fees in connection with such arbitration.

If the party requesting arbitration is represented by counsel, the Request shall also include counsel’s name, telephone number, mailing address, and email address. Such counsel must also sign the Request, and by signing the Request, counsel certifies to the best of counsel’s knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that:

- the Request is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution;
- the claims, defenses and other legal contentions are warranted by existing law or by a non-frivolous argument for extending, modifying, or reversing existing law or for establishing new law; and
- the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

Unless you and Remo Health Parties otherwise agree, the arbitration will be conducted in the county where you reside. Subject to JAMS rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of the arbitration. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. Your responsibility to pay any JAMS fees and costs will be solely as set forth in the applicable JAMS rules.

You and the Remo Health Parties agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties' attorneys, accountants, or business advisors, and then subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.

Authority of Arbitrator

The arbitrator shall have exclusive authority to resolve a Dispute subject to arbitration hereunder including, without limitation, any Dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement or any portion of the Arbitration Agreement, except for the following:

- any Dispute arising out of or relating to the subsection entitled "Waiver of Class and Other Non-Individualized Relief," including any claim that all or part of the subsection entitled "Waiver of Class and Other Non-Individualized Relief" is unenforceable, illegal, void or voidable, or that such subsection entitled "Waiver of Class and Other Non-Individualized Relief" has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator;
- any Dispute about the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator;
- any Dispute about whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator; and
- any Dispute about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an arbitrator.

The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim or dispute, award monetary damages, and grant any non-monetary remedy or relief available to an individual party in accordance with applicable law, the arbitral forum's rules, and the Terms (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which any award (or decision not to render an award) is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding upon you and Remo Health Parties and any judgment on the arbitration award may be entered in any court having jurisdiction.

Waiver of Jury Trial

EXCEPT AS EXPRESSLY STATED IN THIS ARBITRATION AGREEMENT, YOU AND THE REMO HEALTH PARTIES WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and the Remo Health Parties are instead electing for each Dispute to be resolved pursuant to this Arbitration Agreement, except as expressly stated in this Arbitration Agreement.

Waiver of Class or Other Non-Individualized Relief

YOU AND THE REMO HEALTH PARTIES AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST ANOTHER PARTY ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BEING BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE INDIVIDUAL CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER INDIVIDUAL. Subject to this Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim. Notwithstanding anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this subsection are invalid or unenforceable as to a particular claim or request for relief, you and the

Remo Health Parties agree that such particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts located in the State of Delaware. Any other Dispute shall be arbitrated or litigated in small claims court. This subsection does not prevent you or the Remo Health Parties from participating in a class-wide settlement of claims.

Attorneys' Fees and Costs

The parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you or the Remo Health Parties need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration, including the Informal Dispute Resolution Process, is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys' fees and costs.

30-Day Right to Opt Out

You have the right to opt out of this Arbitration Agreement by sending a timely written notice of your decision to opt out to the following address: 1908 Thomes Ave., Suite 12123, Cheyenne, WY 82001 or email to legal@remo.health, within 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address and a clear statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of the Terms shall continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have with the Remo Health Parties or may enter into in the future with the Remo Health Parties.

Invalidity. Expiration

Except as provided in the subsection entitled "Waiver of Class or Other Non-Individualized Relief", if any part of this Arbitration Agreement is found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. You further agree that any Dispute that you have with the Remo Health Parties as detailed in this Arbitration Agreement must be initiated via arbitration within the applicable statute of limitation for that claim or controversy, or it will be forever time barred. Likewise, you agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction.

Modification

Notwithstanding any provision in the Terms to the contrary, the parties agree that if the Remo Health Parties makes any future material change to this Arbitration Agreement, you may reject that change within 30 days of such change becoming effective by writing Remo Health at the following address: 1908 Thomes Ave., Suite 12123, Cheyenne, WY 82001. Unless you reject the change within 30 days of such change becoming effective by writing to Remo Health in accordance with the foregoing, your continued use of the Service following the posting of changes to this Arbitration Agreement constitutes your acceptance of any such changes. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of the Terms and did not validly opt out of arbitration. If you reject any change to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate a Dispute arising out of or relating in any way to your access to or use of the Service, or any component of the Service, or the Terms, the provisions of this Arbitration Agreement as of the date you first accepted the Terms (or accepted any subsequent changes to the Terms) remain in full force and effect. The Remo Health Parties will continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of the Terms.

26. Force Majeure

The Remo Health Parties will not be deemed to be in breach of these Terms or liable for any breach of the Terms or the Privacy Policy due to any event or occurrence beyond their reasonable control, including without limitation, acts of God, terrorism, war, invasion, failures of any public networks, electrical shortages, earthquakes or floods, civil disorder, strikes, fire or other disaster.

27. Claims of Copyright Infringement

The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe their rights under US copyright law have been infringed. If you believe in good faith that materials hosted on the Platform infringe your copyright, you or your agent can send notice requesting that the material be removed or blocked. Such notice shall include the following information:

- reasonably sufficient details identifying the work claimed to be infringed (e.g., title, author, any registration or tracking number, URL) or, in the case of multiple works, a representative list of such works;
- reasonably sufficient details identifying the location of the material claimed to be infringing (e.g., a link to the page that contains the material);
- your name, address, telephone number, and, if available, email address;
- a statement that you have a good faith belief that the use of the material identified above is not authorized by the copyright owner, its agent, or the law;
- a written statement, under penalty of perjury, that the information in your notice is accurate and that you are authorized to act on behalf of the owner of the exclusive right that is alleged to be infringing; and
- your physical or electronic signature.

If you believe material that you have posted to the Service has been improperly taken down, you may file a written counter-notice including the following details:

- identification of the material that has been removed or to which access has been disabled and the location at which it appeared before it was removed or disabled;
- a statement, under penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification;
- Your name, address, telephone number, and, if available, email address;
- a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located or, if your address is outside the US, for any judicial district in which Remo Health may be found, and that you will accept service of process from the person who submitted a notice in compliance with Section (c)(1)(C) of the DMCA, as described above; and
- your physical or electronic signature.

DMCA notices must meet current [statutory requirements](#) imposed by the DMCA and should be sent to the below address or email (subject line “DMCA Communication”). Please note that under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing, or that material or activity was removed or disabled by mistake, may be subject to liability. Remo Health’s DMCA agent should be contacted only for the purposes set forth in this Section. **NON-DMCA INQUIRIES DIRECTED TO REMO HEALTH’S DMCA AGENT WILL NOT BE ANSWERED.**

How to Contact Us:

Remo Health, Inc.
1908 Thomes Ave., Suite 12123
Cheyenne, WY 82001
legal@remo.health