

HumanOS GENERAL TERMS OF USE

Effective Date: Jan 08, 2018

Paragraph 1. Thank you for using HumanOS! This is a legally-binding agreement between us and you (each a "**Party**" and, collectively, the "**Parties**"), regarding your use of our "**Services**" (defined in **Paragraph 2.c** below). These General Terms of Use (the "**Terms**") apply to your use of our Services, and by using our Services, you agree that **you have read and understand** these Terms, and are knowingly entering a binding contract with us regarding your access to and use of our Services, whether as a guest or a registered user.

- a. Your agreement with us includes these Terms as well as our Privacy Policy (the "**Policy**") ([\[\[https://www.humanOS.me/privacy-policy\]\]](https://www.humanOS.me/privacy-policy)) (together with all attached and support documents, schedules, exhibits, and documents incorporated by reference, the Terms and Policy are collectively the "**Agreements**").
- b. **PLEASE READ THESE ENTIRE TERMS CAREFULLY** to understand each of our rights and obligations regarding your access or use of our Services.
- c. **YOUR USE OF OUR SERVICES CONSTITUTES YOUR AGREEMENT TO THESE TERMS**, including all the rights and responsibilities of the Parties set forth below. **By purchasing, subscribing to, downloading, registering with, accessing, or using our Services, you agree to these Terms.**
- d. This Policy may change from time to time (see **Paragraph 3** below), and we may change this Policy without your consent and without notifying you about the changes. Your continued use of our Services after we make changes to this Policy constitutes your acceptance of those changes, so please check the Policy periodically for updates.

e. THESE TERMS REQUIRE THE USE OF **ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS**, AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE (FURTHER EXPLAINED IN **PARAGRAPH 22**). **OUR ACCEPTANCE IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL THESE TERMS, TO THE EXCLUSION OF ALL OTHER TERMS.** IF THESE TERMS OF USE ARE CONSIDERED AN OFFER BY HUMANOS, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS.

- f. **IF YOU DO NOT AGREE TO THIS POLICY, DO NOT PURCHASE, SUBSCRIBE TO, DOWNLOAD, REGISTER WITH, ACCESS, OR USE OUR SERVICES.**

Paragraph 2. Definitions.

- a. "**Company**", "**we**", "**us**", and/or "**our**" means DSP Partners LLC, doing business as HumanOS, a California LLC with a business address at 35 Miller Ave. #124, Mill Valley, CA, and includes all of

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HumanOS's subsidiaries, parents, affiliates, agents, employees, predecessors in interest, successors, designees, and assigns.

- b. "**User**", "**you**", or "**your**" means you, a user of our Services.
- c. "**Services**" means the (i) entire HumanOS platform, (ii) all products or services offered or sold therein, and (iii) all functionality, features, works, intellectual property, and content thereof. **Services** may be offered throughout the known universe and across all forms of technologies that we make available to you. **Services** include, without limitation, our web application (a.k.a., our "**App**"), our user forums, our blog, and our website (including all subpages and successor pages), our Youtube channel, our podcast, regardless of how or where you access or use the platform, products, services, functionality, features, works, intellectual property or content.
- d. "**User Contributions**" means any post, submission, publication, display, or transmittal to other users or other persons (a.k.a., a "**Post**") of any content or materials on or through the Services.

Paragraph 3. Changes to these Terms.

- a. We may revise and update these Terms from time to time in our sole discretion, at which point we will update the Effective Date defined at the beginning of this document. All changes are effective immediately when we post them and apply to all access to and use of the Services thereafter. However, any changes to the dispute resolution provisions set forth in **Paragraph 22** will not apply to any Disputes for which the Parties have actual notice prior to the date the change is posted on the Terms.
- b. Your continued use of the Services following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page each time you access the Services so you are aware of any changes, as they are binding on you.

Paragraph 4. Age Restrictions.

- a. **You Must Be An Adult to Use Our Services.** Our Services are offered and available to users who are 18 years of age or the age of majority in your jurisdiction. By using our Services, you represent and warrant that you are of legal age to form a binding contract with Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not purchase, subscribe to, download, register with, access, or use our Services.
- b. Our Services are not intended or designed to attract children under the age of 13. If you are under the age of 13, you may not use our Services.
- c. Notwithstanding the foregoing, if you are a minor between the ages of 13 and 18 (or the applicable age of majority in your jurisdiction), you can use our Services only in conjunction with, and under the supervision of, your parent or guardian who has agreed to these Terms. If you are a parent or legal guardian agreeing to these Terms for the benefit of a minor between the ages of 13 and 18 (or the applicable age of majority in your jurisdiction), you are responsible for his or her use of the Services and any User Contributions, including all legal liability the minor may incur. By using our Services for

the benefit of a minor between the ages of 13 and 18 (or the applicable age of majority in your jurisdiction), you represent and warrant that you have the right, authority, and capacity to agree to these Terms.

Paragraph 5. HumanOS's SERVICES ARE NOT MEDICAL ADVICE.

- a. **NEITHER HUMANOS NOR THE SERVICES PROVIDE MEDICAL ADVICE.** THE CONTENT OF THE SERVICES, SUCH AS TEXT, GRAPHICS, IMAGES, INFORMATION AND SERVICES OBTAINED FROM USERS OF THE SERVICES, LICENSORS, AND OTHER MATERIAL CONTAINED ON THE SERVICES **ARE FOR INFORMATIONAL PURPOSES ONLY.** THE CONTENT IS NOT INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. **ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH PROVIDER WITH ANY QUESTION YOU MAY HAVE REGARDING A MEDICAL CONDITION.**
- b. **PRIOR TO (i) PARTICIPATING IN ANY PROGRAM, WORKOUT, TRAINING, COURSE, ACTIVITY, EXERCISE OR (ii) THE USE OF ANY PRODUCT, SERVICE, PROGRAM, WORKOUT, OR EXERCISE DISCUSSED ON OR OFFERED AS PART OF THE SERVICES, OR IF YOU HAVE ANY QUESTIONS REGARDING A MEDICAL CONDITION, SEEK THE ADVICE OF YOUR HEALTHCARE PROVIDER.** BY USING THE SERVICES, YOU AGREE, REPRESENT, AND WARRANT THAT YOU HAVE RECEIVED CONSENT FROM YOUR PHYSICIAN TO PARTICIPATE IN WELLNESS AND FITNESS PROGRAMS, WORKOUTS, EXERCISES OR ANY OF THE RELATED ACTIVITIES MADE AVAILABLE TO YOU IN CONNECTION WITH OUR SERVICES.

Paragraph 6. PHYSICAL ACTIVITY DISCLAIMER AND ASSUMPTION OF RISK.

- a. Everyone's condition and abilities are different, and participating in the activities promoted by our Services is at your own risk.
- b. **If you choose to participate in activities promoted by our Services, you do so of your own free will and accord, knowingly and voluntarily assuming all risks associated with such activities.** Activities promoted by the Services may pose risks even to those who are in good health.
- c. You understand and agree that we will not carry out and are not responsible for any physical inspection, supervision, preparation, execution or conduct of any activities related to or accessed or discovered using the Services. You expressly agree that your use of the Services carry certain inherent and significant risks of property damage, bodily injury, or death.
- d. **You voluntarily assume all known and unknown risks associated with these activities, even if caused in whole or part by the action, inaction, or negligence of HumanOS, or by the action, inaction, or negligence of third parties.**
- e. **IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR 911 IMMEDIATELY.** NEVER DISREGARD, AVOID OR DELAY IN OBTAINING MEDICAL ADVICE

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FROM YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH CARE PROVIDER BECAUSE OF SOMETHING YOU HAVE READ OR EXPERIENCED AS PART OF THE SERVICES.

- f. HUMANOS DOES NOT RECOMMEND OR ENDORSE ANY SPECIFIC TESTS, PHYSICIAN, PRODUCTS, PROCEDURES, OPINIONS, OR OTHER INFORMATION THAT MAY YOU MAY ENCOUNTER IN YOUR USE OF THE SERVICES. **RELIANCE ON ANY INFORMATION PROVIDED BY HUMANOS, ITS EMPLOYEES, PARTNERS, OR OTHER USERS OF THE SERVICES IS SOLELY AT YOUR OWN RISK.**

Paragraph 7. Description of our Services. Our Services include, without limitation:

- a. Educational resources in the form of courses, blogs, podcast, newsletters, and other communications;
- b. Materials that assist user in implementing health guidance, such as video workouts, cooking skills videos, recipe collections, and more;
- c. Tools to help users chart their health practices and track progress;
- d. Tools that provide feedback about the impact of a user's health practices.
- e. Calculations that provide estimates of health and fitness.
- f. Integrating humanOS with certain health applications we synchronize with can allow for metabolic data – like from laboratory-derived blood work and or blood glucose monitoring - to be imported into humanOS and displayed on a user's page.

Paragraph 8. Accessing the Services.

- a. We reserve the right to withdraw or amend any Services we provide, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Services are unavailable at any time or for any period. From time to time, we may restrict users', including registered users', access to some parts of the Services or the entire Services.
- b. You are responsible for:
 - i. Making all arrangements necessary for you to have access to the Services.
 - ii. Ensuring that all persons who access the Services through your internet connection are aware of these Terms and comply with them.
- c. **Your User Account.**
 - i. To access our Services, we may ask you to provide, or we may collect, certain personal and other information. It is a condition of your use of our Services that all information you provide is correct, current, and complete. You agree that all information you provide in the course of using

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our Services, including, without limitation, through the use of any interactive features, is governed by the Policy (i.e., our Privacy Policy, [[<https://www.humanOS.me/privacy-policy>]]), and you consent to all actions we take with respect to your information consistent with the Policy.

- ii. By creating a HumanOS account, you consent to receive electronic communications from HumanOS. These communications may include notices about your account (e.g., payment authorizations, password changes and other transactional information) and are part of your relationship with us. We may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and information we think will be of interest to you. You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided therein or emailing us at support@humanOS.me.
- iii. We may disable any user account, and may prohibit its owner's further access to or use of the Services, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

d. User Account Security.

- i. If you choose, or are provided with, a user name, 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.
- ii. You acknowledge that your account is personal to you and agree that providing access to any other person with access to the Services or portions of it using your user name, password or other security information is your decision.
- iii. You must notify us immediately of any unauthorized access to or use of your username or password or any other breach of security.
- iv. Please exit from your account at the end of each session and use caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

- e. **Changes to our Services.** We may update the Services from time to time, but the Services are not necessarily complete or up-to-date. Any of Services may be out of date at any given time, and we are under no obligation to update such material.

Paragraph 9. Payment Terms.

- a. Certain aspects of the Services may be subject to payments now or in the future (the "**Paid Services**".) Please note that any payment terms presented to you in the process of using or signing up for a Paid Service are deemed part of these Terms.
- b. We may use a third-party payment processor to bill you through a payment account linked to your HumanOS account for use of the Paid Services. Third party payment processors may include, but are

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not limited to, Authorize.net, Stripe, Google Wallet, Apple Pay, Amazon Payments, and Samsung Pay. The processing of payments will be subject to the terms, conditions and privacy policies of the third-party payment processor in addition to these Terms. By choosing to use Paid Services, you agree to pay us, through the third-party payment processor, all charges at the prices then in effect for any use of such Paid Services in accordance with the applicable payment terms and you authorize us, through the payment processor, to charge your payment provider (your "**Payment Method**"). You agree to make payment using that selected Payment Method.

- c. If you provide credit or debit card information to pay for the Paid Services, then you hereby represent and warrant that you are authorized to supply such information and hereby authorize HumanOS to charge your debit or credit card on a regular basis to pay the fees as they become due. The terms of your payment will be based on your payment method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your payment method. If we, through the third-party payment processor, do not receive payment from you, you agree to pay all amounts due on your account upon demand. We may also block your access to any Services pending resolution of any amounts due by you to us.
- d. Some of the Paid Services may consist of recurring period charges as agreed to by you. By choosing a recurring payment plan, you acknowledge that such services have an initial and recurring payment feature and you accept responsibility for all recurring charges prior to cancellation.
- e. You agree that HumanOS is not be liable for any issues regarding financial and monetary transactions between you and any other party. You are responsible for all transactions processed through our Services. HumanOS is not liable for loss or damage from errant or invalid transactions processed through a third party payment processor. If you process a transaction, it is your responsibility to verify that the transaction was successfully processed. You understand and agree to not hold HumanOS liable for any adverse affects that actions (whether intentional or unintentional) on the part of the third party payment processor may cause to any third party account or your HumanOS account.
- f. You agree to be responsible for and to pay any applicable sales, personal property, use, VAT, excise, withholding, or any other applicable taxes that may be imposed by federal, state, local, or foreign governmental entities, based on the Services or other products provided under these Terms, excluding any taxes based on net income payable by HumanOS. If HumanOS has the legal obligation to pay or collect taxes for which you are responsible under this section, the appropriate amount shall be invoiced to and paid by you, unless you provide HumanOS with a valid tax exemption certificate authorized by the appropriate taxing authority.
- g. **Other Terms and Conditions.** Additional terms and conditions may also apply to specific portions, services or features of the Services. All such additional terms and conditions are hereby incorporated by this reference into these Terms.

Paragraph 10. Cancellation of Services and Refunds.

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- a. All payments for individual products are refundable if requested within 10 days of the purchase date. Requests for refunds are to be made to: refunds@humanOS.me.
- b. All payments for the Premium (“Pro”) membership Services (“membership subscription”) are not refundable.
- c. You may cancel the Premium Services, or your subscription thereto, at any time. To cancel a premium membership subscription, follow the instructions in the application under settings or send an email to cancel@humanOS.me.
- d. Upon cancellation, your subscription to the Services will stop at the end of the then-current billing cycle.

Paragraph 11. Intellectual Property Rights.

- a. The Services and all its all functionality, features, works, intellectual property, and content (including, without limitation, all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by HumanOS, its licensors, or other providers of such material, and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.
- b. These Terms permit you to use the Services and all its all functionality, features, works, intellectual property, and content for your personal, non-commercial use only. You must not reproduce, distribute, modify, adapt, create derivative works of, publicly display, publicly perform, download, store, or transmit any of our Services, except as follows:
 - i. Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
 - ii. You may store files that are automatically cached by your web browser for display enhancement purposes.
 - iii. You may print one copy of the Services for your own personal, non-commercial use and not for further reproduction, distribution, adaptation, display, or performance.
 - iv. If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by any applicable end user license agreement for such applications.
 - v. If we provide social media features in conjunction with certain content, you may take such actions as are enabled by such features.
- c. You must not:

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- i. Modify any Services or copies thereof;
 - ii. Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text; or
 - iii. Delete or alter any copyright, trademark or other proprietary rights notices from the Services or copies thereof.
- d. You must not access or use for any commercial purposes any part of the Services.
- e. If you wish to make any use of the Services other than that set out in this section, please address your request to: [\[\[support@humanos.me\]\]](mailto:support@humanos.me).
- f. If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Services in breach of the Terms, your right to use the Services will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Services or any functionality, features, works, intellectual property, and content thereof is transferred to you, and all rights not expressly granted are reserved by HumanOS.
- g. Any use of the Services not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark and other laws.
- h. **HumanOS Brand Features.** All trademarks, service marks, trade names, logos, domain names, and any other features of the HumanOS brand (the “**HumanOS Brand Features**”) are the sole property of HumanOS or its affiliates or licensors. You must not use such HumanOS Brand Features without the prior written permission of HumanOS. All other names, logos, product and service names, designs and slogans appearing in the Services are the trademarks of their respective owners.

Paragraph 12. Linking to the Services and Social Media Features.

- a. You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part.
- b. This Services may provide certain social media features that enable you to:
 - i. Link from your own or certain third-party websites to certain Services;
 - ii. Send e-mails or other communications with certain content, or links to certain content, related to the Services; and
 - iii. Cause limited portions of the Services to be displayed or appear to be displayed on your own or certain third-party websites.

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- c. You may use these features solely as they are provided by us and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:
 - i. Establish a link from any website that is not owned by you;
 - ii. Cause the Services or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site; or
 - iii. Otherwise take any action with respect to the Services that is inconsistent with any other provision of these Terms.
- d. The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms.
- e. You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.
- f. We may disable all or any social media features and any links at any time without notice in our discretion.

Paragraph 13. Links from the Services. If the Services contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to these Services, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Paragraph 14. Prohibited Uses and Restrictions on Use.

- a. You may use the Services only for lawful purposes and only in accordance with these Terms.
- b. You must not use the Services:
 - i. In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
 - ii. For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise;
 - iii. To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards (see **Paragraph 17** below);

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- iv. To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation;
 - v. To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing);
 - vi. To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm the Company or users of the Services or expose them to liability; or
 - vii. in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Services, including their ability to engage in real time activities through the Services.
- c. You must not use:
- i. Any robot, spider or other automatic device, process or means to access the Services for any purpose, including monitoring or copying any of the material on the Services;
 - ii. Any manual process to monitor or copy any of the material on the Services or for any other unauthorized purpose without our prior written consent; or
 - iii. Any device, software or routine that interferes with the proper working of the Services.
- d. You must not:
- i. Introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;
 - ii. Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Services (including, without limitation, any protected computer), the server on which the Services are stored, or any server, computer or database connected to the Services or their operation;
 - iii. Attack the Services (including, without limitation, any protected computer) via a denial-of-service attack or a distributed denial-of-service attack; or
 - iv. Otherwise attempt to interfere with the proper working of the Services (including, without limitation, any protected computer).

Paragraph 15. User Contributions.

- a. The Services may contain message boards, forums, blogs and other interactive features (collectively, "Interactive Services") that allow users to Post User Contributions.

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- b. All User Contributions must comply with the Content Standards set out in these Terms (see **Paragraph 17** below).
- c. All User Contributions you Post will be considered non-confidential and non-proprietary. By providing any User Contribution, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to reproduce, distribute, adapt, publicly display, publicly perform, otherwise exploit, or otherwise disclose to third parties, any User Contributions.
- d. **Representations and Warranties.**
 - i. You represent and warrant that:
 - 1. Any User Contributions you Post on the Services will be non-confidential and HumanOS will not be liable for any use or disclosure, whether by HumanOS or any other users of Services, of your User Contributions.
 - 2. You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and [our affiliates and service providers, and each of their and] our [respective] licensees, successors and assigns.
 - 3. All of your User Contributions do and will comply with these Terms of Use.
 - ii. You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness.
 - iii. HumanOS is not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Services.
 - iv. You acknowledge and agree that your relationship with HumanOS is not a confidential relationship.

Paragraph 16. Monitoring and Enforcement of the Terms.

- a. We have the right to:
 - i. Remove or refuse to post any User Contributions for any or no reason in our sole discretion;
 - ii. Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Services or the public or could create liability for the Company;

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- iii. Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy;
 - iv. Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services.
 - v. Terminate or suspend your access to all or part of the Services for any or no reason, including without limitation, any violation of these Terms of Use.
- b. Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Services.
- c. **YOU WAIVE AND HOLD HARMLESS THE COMPANY LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.**
- d. However, we cannot undertake to review all User Contributions before they are Posted on the Services, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Paragraph 17. Content Standards. These content standards apply to all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- a. Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable;
- b. Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- c. Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person;
- d. Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and the Policy;
- e. Be likely to deceive any person;
- f. Promote any illegal activity, or advocate, promote or assist any unlawful act;

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- g. Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person;
- h. Impersonate any person, or misrepresent your identity or affiliation with any person or organization;
- i. Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising; or
- j. Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Paragraph 18. Claims of Copyright Infringement.

- a. The Digital Millennium Copyright Act of 1998 (the "**DMCA**") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available through the Services infringe your copyright, you (or your agent) may send HumanOS a notice requesting that HumanOS remove the material or block access to it. If you believe that copyrighted materials have been copied in a way that constitutes copyright infringement, please send an e-mail or written notice to **Our Designated Agent** for notices of infringement and provide the following information:
 - i. A physical or electronic signature of the copyright owner or a person authorized to act on behalf of the copyright owner;
 - ii. Identification of the copyrighted work(s) that you claim has been infringed;
 - iii. A description of the material that you claim is infringing and the location of that material on the Services;
 - iv. Your address, telephone number and email address;
 - v. A statement by you that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
 - vi. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.
- b. The address of our Designated Agent for claims of copyright infringement is DMCA, 795 Market Street Victoria, British Columbia V8T 0B4, Canada, akedown@dmca.com.

Paragraph 19. Indemnification.

- a. You agree to defend, indemnify and hold harmless HumanOS, its subsidiaries and affiliates, and each of their respective employees, officers, directors, agents, representatives, licensors, suppliers, service providers, successors and assigns (collectively, the "**HumanOS Parties**") from and against all claims,

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losses, costs and expenses (including attorney's fees) arising out of or related to (a) your use of, or activities in connection with, our Services; or (b) any violation of these Terms by you. We reserve the right to assume all or any part of the defense of any such claims and negotiations for settlement and you agree to fully cooperate with us in doing so.

- b. If you are a California resident, pursuant to California Civil Code Section 1789.3, California websites users are entitled to the following consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California, 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

Paragraph 20. WARRANTY DISCLAIMER.

- a. **THE SERVICES, USER CONTRIBUTIONS, TRAINING SERVICES, AND ANY OTHER MATERIALS MADE AVAILABLE ON OR THROUGH THE USE OF THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.**
- b. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, HUMANOS AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS AND AGENTS, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.
- c. HUMANOS AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS AND AGENTS DO NOT WARRANT THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES, THE SUBMISSIONS, THE SERVER(S) ON WHICH THE SERVICES ARE HOSTED, OR ANY SERVICES AVAILABLE ON ANY THIRD PARTY PLATFORM ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- d. NO OPINION, ADVICE OR STATEMENT OF HUMANOS OR ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, AGENTS, MEMBERS OR VISITORS, WHETHER MADE THROUGH THE USE OF THE SERVICES, OR ON THIRD PARTY PLATFORMS OR OTHERWISE, SHALL CREATE ANY WARRANTY.
- e. **YOUR USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION ANY SERVICES PROVIDED ON ANY THIRD-PARTY PLATFORM, ARE ENTIRELY AT YOUR OWN RISK.** SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES. IN SUCH JURISDICTIONS, SOME OF THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU INsofar AS THEY RELATE TO IMPLIED WARRANTIES.

Paragraph 21. **LIMITATION OF LIABILITY.**

- a. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HUMANOS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, LOSS OR DIMINUTION IN VALUE OF ASSETS OR SECURITIES, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE ACCESS OR USE OF THE SERVICES OR OTHERWISE RELATED TO THESE TERMS** (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY ANY USER ON ANY INFORMATION OBTAINED FROM HUMANOS OR THE USER CONTENT, OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF FILES OR EMAILS, ERRORS, DEFECTS, BUGS, VIRUSES, TROJAN HORSES, 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 HUMANOS'S RECORDS, PROGRAMS OR SYSTEMS), **REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT** (INCLUDING, WITHOUT LIMITATION, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), **STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY** (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE). **THIS LIMITATION INCLUDES, BUT IS NOT LIMITED TO, PERSONAL INJURY, INCLUDING DEATH AND DISABILITY AS WELL AS DAMAGES TO PERSONAL PROPERTY.**
- b. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF HUMANOS AND THE OTHER HUMANOS PARTIES ARISING OUT OF OR IN ANY WAY RELATED TO USE OF THE SERVICES EXCEED THE LESSER OF THE AMOUNT PAID BY YOU TO HUMANOS, IF ANY, OR \$100.
- i. THE FOREGOING LIMITATION SHALL APPLY EVEN IN THE EVENT YOUR REMEDIES HEREUNDER FAIL OF THEIR ESSENTIAL PURPOSE; AND
- ii. THE FOREGOING SHALL CONSTITUTE HUMANOS AND THE HUMANOS PARTIES' SOLE LIABILITY AND OBLIGATION IN RESPECT HEREOF, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY.

c. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU, ON BEHALF OF YOUR HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL AND PERSONAL REPRESENTATIVES, HEREBY RELEASE, WAIVE, ACQUIT AND FOREVER DISCHARGE HUMANOS AND THE OTHER HUMANOS PARTIES FROM AND AGAINST, AND COVENANT NOT TO SUE ANY SUCH HUMANOS PARTY FOR, ALL CLAIMS YOU HAVE OR MAY HAVE ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS OF SERVICE AND/OR YOUR USE OF THE SERVICES.**

i. IF YOU ARE A RESIDENT OF A JURISDICTION THAT REQUIRES A SPECIFIC STATEMENT REGARDING RELEASE THEN THE FOLLOWING APPLIES.

FOR EXAMPLE, CALIFORNIA RESIDENTS MUST, AS A CONDITION OF THIS AGREEMENT, **WAIVE YOUR RIGHTS UNDER CALIFORNIA CIVIL CODE § 1542**, WHICH STATES:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." YOU HEREBY WAIVE THIS SECTION OF THE CALIFORNIA CIVIL CODE. YOU HEREBY WAIVE ANY SIMILAR PROVISION IN LAW, REGULATION, OR CODE THAT HAS THE SAME INTENT OR EFFECT AS THE AFOREMENTIONED RELEASE.

ii. IN SOME JURISDICTIONS, LIMITATIONS OF LIABILITY ARE NOT PERMITTED. IN SUCH JURISDICTIONS, SOME OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

Paragraph 22. DISPUTE RESOLUTION: ARBITRATION, CLASS ACTION WAIVER, AND JURISDICTION.

PLEASE READ THIS SECTION CAREFULLY

IT IS PART OF YOUR CONTRACT WITH HUMANOS AND AFFECTS YOUR RIGHTS

a. **Mandatory Notice and Cure Period.**

i. Should one Party (as the "**Complainant**") believe the other Party (as the "**Respondent**") is in material breach of any part of the Agreements (a "**Dispute**"), Complainant must provide written notice specifically detailing the Dispute and request Respondent respond or cure within 30 days.

ii. Respondent has 30 days to respond to the Dispute in writing to oppose Complainant's allegation and request mediation of the Dispute. Otherwise Respondent has 30 days to cure.

iii. In no event may the Notice and Cure Period extend beyond 30 days.

- iv. No party may initiate any litigation proceedings until the prescribed Notice and Cure Period has been exhausted.

- b. **All Disputes Resolved by Binding Arbitration.** Except for a claim by HumanOS of infringement or misappropriation of HumanOS's intellectual property rights or for a matter than can be resolved in small claims court, all Disputes arising out of the Agreements must be resolved through binding arbitration on an individual basis under the Rules of the American Arbitration Association ("**AAA Rules**") and as further described in this "**Arbitration Agreement**". In the event of a conflict between the AAA Rules and the Arbitration Agreement, the Arbitration Agreement will control. This Arbitration Agreement is intended to be interpreted broadly. It includes, but is not limited to, all claims and disputes relating to your use of the Services and the Agreements, and applies to you and HumanOS, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns. The following terms apply to this Arbitration Agreement:
 - i. **Parties to the Dispute.** Either the Company or you may submit a Dispute to the AAA for resolution. The Party submitting the Claim for Arbitration is the "**Claimant**". The Party against whom the Claim for Arbitration is submitted is the "**Respondent**". The Claimants and Respondents are collectively "the Parties to the Arbitration" and each a "Party to the Arbitration".

 - ii. **Selection of Arbitrators.** A panel of three Arbitrators (the "**Panel**") with all necessary and proper qualifications sufficient and required to resolve the Dispute will chosen as follows: the Parties to the Arbitration will each appoint one Arbitrator under the rules of the AAA, and then the two Arbitrators appointed separately by Claimant and Respondent will appoint a third Arbitrator under the rules of the AAA.

 - iii. **Qualifications of Arbitrators.** All Arbitrators must have the necessary and proper qualifications to decide the Dispute including, without limitation, at least ten years of experience in at least one of the following areas: business law, contract law, internet commerce law, or privacy law.

 - iv. **Procedure.** The Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association ("AAA"), as modified by this section, will govern the arbitration. For any claim where the total amount of the award sought is \$10,000 or less, the AAA, you and HumanOS must abide by the following rules: (A) the arbitration will be conducted solely based on written submissions; and (B) the arbitration will not involve any personal appearance by the Parties or witnesses unless otherwise mutually agreed by the Parties. If the claim exceeds \$10,000, the right to a hearing will be determined by the AAA rules, and the hearing (if any) must take place in San Francisco, California. The Panel shall render in writing a final and reasoned decision reached by majority vote of the Panel (the "**Ruling**"). The Ruling is binding, is not appealable, and may be entered as a judgment in any court of competent jurisdiction. In the event this agreement to arbitrate is held unenforceable by a court, then the disputes that would otherwise have been arbitrated will be exclusively brought in the state or federal courts located in San Francisco, California. Claims of infringement or misappropriation of HumanOS's intellectual property rights will be exclusively brought in the state and federal courts located in San Francisco, California. The Arbitration Agreement is made under and will be

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governed by and construed in accordance with the laws of the State of California, consistent with the Federal Arbitration Act, without regard to its choice of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreements.

- v. **Costs.** The Claimants and the Respondents are each responsible for their own costs of Arbitration under the AAA rules and will each pay fifty percent (50%) of the Panel's fees and expenses.
- vi. **Attorneys Fees.** Except as provided by statute, neither Party shall be entitled to receive any attorneys fees for Disputes resolved under this paragraph, unless the Panel determines as part of the reasoned and final Decision that either Party (i) brought the action or defense on a claim or defense that is frivolous, unreasonable, or groundless, (ii) continued to litigate the action or defense after the party's claim or defense clearly became frivolous, unreasonable, or groundless, or (iii) litigated the action in bad faith, in which case the Arbitrators may award attorney's fees and costs to the prevailing party.
- c. If either Party brings a claim in court that should be arbitrated or either party refuses to arbitrate a claim that should be arbitrated, the other Party may ask a court to force the Parties to "compel" arbitration to resolve the dispute. Either Party can also ask a court to stop a court proceeding while an arbitration proceeding is ongoing.
- d. **YOU AGREE THAT BY YOUR ASSENT TO THE AGREEMENTS, YOU AND HUMANOS ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.** YOU AND HUMANOS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. **ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS, AND CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.** THIS APPLIES TO ALL KINDS OF CLAIMS UNDER ANY LEGAL THEORY.

Paragraph 23. Push Notifications. We may provide you with emails, text messages, push notifications, alerts and other messages related to the Services. After interacting with HumanOS Services, you may be asked to accept or deny push notifications/alerts. If you deny, you will not receive any push notifications/alerts. If you accept, push notifications/alerts will be automatically sent to you. If you no longer wish to receive push notifications/alerts from the mobile application, you may also opt-out of receiving different types of push notifications or alerts by toggling off the "Notifications" options within the "Settings" menu of our mobile applications. This feature is available in the most recent versions of our iOS-based and Android-based applications and via our website.

Paragraph 24. Termination. In conjunction with the provisions of **Paragraph 8**, we may immediately, without prior notice, suspend or terminate your use of and access to the Services, at our sole discretion, for any reason, whether with or without cause or warning, and without liability to you for any Services associated with your account.

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Paragraph 25. Geographic Restrictions. HumanOS is based in the state of California in the United States. We make no claims that the Services or any of its associated content is appropriate outside of the United States. Access to the Services may not be legal by certain persons or in certain countries. If you access our Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Paragraph 26. Miscellaneous.

- a. Notices and Contact Information.** To ask questions or comment about this privacy policy and our privacy practices, contact us at support@humanOS.me.
- b. Governing Law.** This Policy, and all Disputes thereto, are governed by and construed in accordance with the laws of the State of California, without regard to the principals of conflicts of laws. Any claim or cause of action arising out of or related to use of the Services, these Terms, or any services or information available through third party platforms, must be filed within one (1) year after such claim or cause or action arose regardless of any statutes or law to the contrary. In the event any such claims or causes of action is not filed within such 1-year period, such claims or causes of action are forever barred.
- c. Entire Agreement.** This Policy constitutes the entire agreement of the Parties concerning HumanOS's and your rights and responsibilities regarding the collection, storage, maintenance, protection, use, and disclosure of your personal information. No prior written or oral negotiations, agreements or representations are of any further force or effect.
- d. Severability.** The Parties hereto recognize that if, after the date of execution of this Policy, any provision of this Policy is held to be illegal, invalid, or unenforceable, such provision is fully severable and the remainder of the Policy will remain in full force and effect.
- e. Drafting Considerations.** Certain clauses may begin with a **Short, Bold-Faced Heading** and may feature typographic emphasis including words in **bold face**, underline, or ALL CAPS. All such headings and typographical emphasis are strictly for ease of reading this Policy and may not be considered in the construction, interpretation, or enforcement of this Policy or any clause thereof. "**Capitalized Terms**" (each term is bracketed by quotation marks ("") in its first appearance) are defined terms for the specific purposes of the Agreements and have the definitions ascribed to them by the Agreements.

Paragraph 27. Reliance on Information Posted.

- a.** The Services are made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other user of the Services, or by anyone who may be informed of any of its contents.
- b.** The Services may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All

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statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Paragraph 28. Your Comments and Concerns. The Services are operated by HumanOS. We can be reached at 35 Miller Ave. #124, Mill Valley, CA 94941. All other feedback, comments, requests for technical support and other communications relating to the Services should be directed to: support@humanOS.me.