

Terms & Conditions

Please read these terms of service carefully (“Terms” or “Terms of Service”). These Terms provided by Trekwise, LLC.(“Trekwise”) govern and apply to your access and use of the Website and Service whether on the Internet or through use of a mobile site or mobile application. By accessing or using our Website and/or Service, you agree to be bound to all of the terms and conditions described in these Terms. If you do not agree to all of these terms and conditions, do not use our Website or Service.

IMPORTANT!!! THE SERVICE (AS DEFINED BELOW) IS INTENDED SOLELY AS A TOOL TO ASSIST YOU IN ORGANIZING, UNDERSTANDING, MANAGING, ACCESSING AND OTHERWISE ASSESSING CERTAIN HEALTHCARE-RELATED INFORMATION. THE SERVICE IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT PROVIDE HEALTH OR MEDICAL ADVICE OR CREATE ANY PATIENT RELATIONSHIP BETWEEN TREKWISE AND YOU, AND THE SERVICE IS NOT INTENDED FOR SUCH PURPOSES. IN ADDITION, THE SERVICE IS NOT AND SHOULD NOT BE CONSIDERED OR OTHERWISE VIEWED AS A REPLACEMENT FOR CONSULTATION WITH A HEALTH CARE PROFESSIONAL. YOU SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY OR OTHERWISE AVOID SEEKING MEDICAL ADVICE BECAUSE OF SOMETHING YOU HAVE SAW ON THE SERVICE OR THE RESULTS YOU RECEIVE THROUGH THE SERVICE. YOU SHOULD NOT RELY ON THE I SERVICE FOR ANY CONDITION, ESPECIALLY ONE THAT IS LIFE-THREATENING, OR ANY OTHER SITUATION WHERE TIMELY TREATMENT AND/OR THE ADMINISTRATION OF MEDICATIONS OR OTHER SERVICES IS CRITICAL.

PLEASE READ THESE TERMS CAREFULLY AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS

YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST COMPANY ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS. PLEASE INDICATE YOUR ACCEPTANCE TO THESE TERMS IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED BY TREKWISE. INDICATING ACCEPTANCE ESTABLISHES A BINDING AND EXECUTED WRITTEN AGREEMENT BETWEEN YOU AND TREKWISE. IF YOU DO NOT ACCEPT THESE TERMS, YOU CANNOT USE THE SERVICE.

The Terms include, and incorporate by reference, Trekwise's Privacy Policy which you may review at [<lin.health/privacypolicy>].

Thank you for using Trekwise digital health coaching and navigation platform!

Trekwise is a cloud-based, software-as-a-service telehealth platform that analyzes data and data sets input by a user, or indirectly through an authorized third party provider ("User Data") to develop and return certain information ("Models") to the user, including, but not limited to, predictors and predictive analysis, coaching opportunities, and recommendations for healthcare related products and services (the "Service"). The Service also includes access to certain content featured or displayed through the Website, including, but not limited to, text, data, articles, images, photographs, graphics, audio content, audiovisual content, software, applications, designs, features, and other materials or information provided on or entered into or made available through the Service, including all healthcare related information or recommendations, whether provided by you or other third parties (e.g. a physician accessed through a telemedicine offering), available on the Website and/or a mobile device or otherwise available through the Service and the look and feel and arrangement thereof (collectively, the

"Content"). Unless explicitly stated otherwise, any new features that augment or enhance the Service, including the release of new tools, Content and resources, shall be subject to this Agreement.

Trekwise does not provide medical advice, diagnosis, or treatment. You acknowledge and agree that the Service is merely a conduit of information and the provision of healthcare by independent third-party healthcare providers including physicians, physician assistants, nurses, paramedics, emergency care responders, healthcare systems, healthcare facilities, or other providers of healthcare services (collectively, "Healthcare Provider(s)"). You acknowledge and agree that the Healthcare Providers are solely responsible for and will have complete authority, responsibility, supervision, and control over the provision of all medical services, advice, instructions, treatment decisions, and other professional health care services performed.

You further acknowledge and agree that Trekwise does not provide or endorse any medical advice on or through the Service and no information obtained through the Service can be so construed or used. Trekwise will have and exercise absolutely no control, authority, or supervision over the provision of any medical services or other professional health care services. The use of the Content is solely your responsibility. Trekwise will make all reasonable efforts in accordance with applicable laws and agreements to safeguard the integrity and availability of the Content. Further, when using the Service, information may be transmitted over a medium that may be beyond the control and jurisdiction of Trekwise and its suppliers. Accordingly, Trekwise assumes no liability for or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Service that is reasonably determined to be beyond Trekwise's control. Accordingly, you acknowledge and agree that Trekwise is not responsible for medical services, advice, instructions, diagnoses, treatments, procedures, and other services in connection with using the Service or otherwise.

IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, YOU SHOULD DIAL 9-1-1 OR YOUR LOCAL EMERGENCY NUMBER IMMEDIATELY. The Website and Service are not appropriate to address emergency or life-threatening medical conditions, and should not be used as such.

These Terms of Service are entered into by and between Trekwise and you and apply to your access to and use of our Service and Website. You may signify your acceptance and agreement to these Terms of Service, including the disclaimers of warranty of Section I and liability limitations of Section J, by checking the "I Accept" box. This Agreement is effective as of the date you check the "I Accept" box. Because of the sensitive nature of medical data, such as the data collected in connection with your use of an Account (as defined below), the use of the Service is governed by these Terms. If you do not agree with these Terms, do not check the "I Accept" box. Please read these Terms of Service carefully before accessing our Website or otherwise using and/or subscribing to our Service.

A. Definitions

1. An "Account" represents your legal relationship with Trekwise. A "User Account" represents an individual User's authorization to log in to and use the Service and serves as a User's identity on the Service.
2. The "Agreement" refers, collectively, to all the terms, conditions, notices contained or referenced in this document (the "Terms of Service" or the "Terms") and all other operating rules, policies (including our Privacy Policy) and procedures that we may publish from time to time on the Website.
3. "Trekwise," "we," and "us" refer to Trekwise LLC, an US company, and its Israeli. subsidiary Trekwise, LLC., a Colorado corporation, as well as our affiliates, directors, subsidiaries, contractors, officers, agents, and employees.
4. "User," "you," and "your" refer to the individual person that has visited or is using the Website or Service; that accesses or uses any part of the Account; or that directs the use of the Account in the performance of its functions (e.g. a person designated by you such as a caregiver, family member, etc.).
5. "Website" refers to Trekwise's websites located at [lin.health], and all Content provided by Trekwise at or through the Website or on a mobile site or through a mobile app. It also refers to Trekwise-owned subdomains.

B. Account Terms

1. **Account Controls**

Users. Subject to these Terms, you retain ultimate administrative control over your User Account and the Content within it.

2. Required Information

A valid email address and phone number and your first and last name are required to complete the signup process. If you opt for a paid Account, additional information will be necessary for billing purposes.

3. Account Requirements

User Accounts on Trekwise's Service are subject to the following rules:

- You must be a human to create an Account. Accounts registered by "bots" or other automated methods are not permitted. One person may not maintain more than one free Account.
- You must be at least 18 years of age (or the age of legal majority where you live) in order to use the Website, establish an Account or otherwise use the Service for yourself or for a minor under the age of 18 for whom you are legally responsible. If you are under 18 years of age (or the age of legal majority where you live), you may use the Website only under the supervision of a parent or legal guardian who agrees to be bound by these Terms. If you are a parent or legal guardian of a user under the age of 18 (or the age of legal majority), you agree to be fully responsible for the acts or omissions of such user in relation to the Website. Trekwise reserves the right to request proof of age at any point so that it can verify that minors are not using the Website or Service without supervision by an authorized adult. If we believe that a minor is using the Website or Service without adult supervision, it may block the minor from using the Website or Service.
- Your login may only be used by one person — i.e., a single login may not be shared by multiple people.

- You may not use the Service in violation of export control or sanctions laws of the United States or any other applicable jurisdiction. You may not use the Service if you are or are working on behalf of a Specially Designated National (SDN) or a person subject to similar blocking or denied party prohibitions administered by a U.S. government agency.

4. User Account Security

You are responsible for keeping your Account secure while you use our Service.

- You are responsible for maintaining the security of your Account and password. Trekwise cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
- You will promptly notify Trekwise by emailing [info@trekwise.com] if you become aware of any unauthorized use of, or access to, our Service through your Account, including any unauthorized use of your password or Account.

5. Responsibility for Security Devices

You are responsible for the security of your information system(s), including its network and related computer equipment and peripherals ("Information System(s)"). In the event you are accessing the Website or Service through a mobile device, you are solely responsible for the access and use of such mobile device, and must keep secure your device access credentials at all times. You are encouraged to fully utilize all security features, including locking, within the mobile device. You agree that it is your responsibility to comply with all applicable laws, rules, or regulations and ensure adequate security of your Information System(s). Each of you and Trekwise agree to notify the other of any violation of data security of which they become aware.

6. **Links to Third-Party Websites and Opportunities to Purchase Products or Third-Party Services**

The Website and Service may contain links to third-party websites for your convenience. While Trekwise does use good faith efforts to evaluate third-party products and services (“Other Products”). Trekwise is not responsible for the content of such third-party websites or for the Other Products themselves and does not make any representations or warranties regarding any of the foregoing. Use of or reliance on such third-party websites and Other Products is at your sole risk.

You acknowledge that Trekwise is not the manufacturer or provider of the Other Products offered by third parties. If you elect to purchase Other Products you agree that Trekwise has the right to send whatever User Data or other information it deems reasonably necessary for such third party to fulfil the order. Trekwise shall pass through to you any transferable Product warranties, indemnities, and remedies provided to Trekwise by the manufacturer, including those for intellectual property infringement, if any, to the extent it is permitted to do so. If required by law, Trekwise warrants that at the time of delivery, Products will conform to the specifications stated by the manufacturer in its published documentation with respect to for the Products. All warranty claims shall be time-barred twelve (12) months from the time of delivery of the non-conforming Products. Your sole remedy for breach for breach of any Other Product Warranty, if any, shall, at Trekwise’s choice, be: (i) repair of the Other Products; (ii) replacement of the Other Products; (iii) re-performance of the personal services underlying the Other Products; or (iv) refund of Customer’s purchase price for the Products. Trekwise makes no representations or warranties with respect to the Other Products and will have no liability in connection therewith. The Other Products are, unless otherwise provided for, **PROVIDED “AS IS” WITH NO ADDITIONAL**

WARRANTY. Please be advised that, unless prohibited by applicable law, as part of the Service we may offer Other Products from third parties who have agreements with us. In most cases we will receive a referral fee or other remuneration in connection with the referral or assistance in the sale of Other Products to you

7. Additional Terms

Additional terms and conditions apply to the extent you sign up for other products and services not covered by these Terms.

C. Acceptable Use

You agree that, in connection with your use of the Service, you will not commit any tort nor violate any law, court order, contract, intellectual property or other third-party right. You are responsible for making sure that your use of the Service is in compliance with all laws and any applicable regulations. Further, you agree that you will not, in connection with your use of the Service or access of the Website:

- probe, scan, or test the vulnerability of the Service or Website;
- breach or otherwise circumvent any content-filtering techniques we employ or attempt to access any feature or area of the Service or Website you are not authorized to access;
- interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the Service or Website;
- use the Service in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Service or that could damage, disable, overburden or impair the functioning of the Services in any manner;
- access, search, or create accounts for the Service by any means other than those that are provided by Trekwise;
- impersonate any other person, including, but not limited to, a registered user of the Service or an employee of Trekwise;
- circumvent the scope of your paid subscription, if applicable;
- develop any third-party applications that interact with the Service without our prior written consent;
- repackage, white label or otherwise sell the Service without express written permission from Trekwise;
- build a competitive product or service, or copy any features or functions of the Service;
- remove, alter or obscure any proprietary notices in or on the Service or Website including copyright notices;
- modify, disclose, alter, translate or create derivative works of the Service or Website (or any components thereof) or cause or permit any person to do any of the foregoing;

- duplicate, copy, or reuse any portion of the HTML/CSS, Javascript, or visual design elements or concepts without express written permission from Trekwise; or
- otherwise take any action that Trekwise deems to be inconsistent with acceptable business practices or other standards of behavior, in each case as determined by Trekwise in our sole discretion.

Recognizing the global nature of the Internet and the Service, you agree to comply with all local rules regarding online conduct and acceptable User Data. Specifically, you agree to comply with all applicable laws regarding the transmission of certain technical data exported from the United States or the country in which you reside.

D. User Data

1. User Responsibility for User Data

You may create or upload User Data while using the Service. You are solely responsible for the content of, and for any harm resulting from, any User Data.

2. Access

Trekwise personnel may generally access your User Data in situations such as the following:

- With your consent and knowledge;
- for support reasons;
- when access is required for security reasons, including to maintain ongoing confidentiality, integrity, availability and resilience of Trekwise's systems and Service
- as Trekwise determines is necessary to provide the Service directly to you or indirectly our through third party partners, to you as contemplated by these Terms.

3. Restrictions on Certain User Data

Please see Trekwise's Privacy Policy with respect to the collection, use, and disclosure of information about you when you visit our Website, use our Service, contact our customer support, or otherwise communicate with us outside the context of seeking

medical care. In this Privacy Policy, we also explain our practices related to certain information that is automatically collected when you are logged into your Account.

This Privacy Policy does not govern privacy practices with respect to any individually identifiable health information (also referred to as “Protected Health Information” or “PHI”). Trekwise treats all information you provide in connection with seeking or receiving Content in connection with use of your Account as PHI. For example, PHI includes all communications through our Service, account credentials associated with our Service, and any other information you choose to share via the Service, such as photos or descriptions of health symptoms. Our Privacy Policy describes how we and our third-party providers use, maintain and otherwise shares your PHI, as well as your rights with respect to your PHI. You can review the Privacy Policy [here](#). If you are a California resident, please see “California Privacy Rights”. below.

4. Liability for User Data

As between you and Trekwise, you are solely responsible for all liabilities ("Your Liabilities") associated with your compliance with Section C above and the use, retention, deletion, display, and sharing of your User Data, including, but not limited to, liabilities associated with (i) User Data that infringes any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party, (ii) User Data that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party or otherwise create liability or violate any local, state, national or international law, (iii) User Data that contains any private or personal information of a third party without such third party's consent, (iv) User Data that is libelous, defamatory, harassing, threatening, objectionable, misleading, invasive of privacy or publicity rights, fraudulent or otherwise unlawful, (v) User Data that, due to its classification (e.g., personal data under the EU General Data Protection Regulation, protected health information under HIPAA Privacy Rule, or personal information of a child under the U.S. Children's Online

Privacy Protection Act) under any law, regulation or court order must meet certain requirements or be retained, deleted, protected or maintained in a certain manner in accordance with such law, regulation or court order, and (vi) any obligations for retention of User Data, including, but not limited to, the need to download and retain User Data that would be deleted upon a termination of your access to the Service.

E. Ownership and License

1. Your 'Ownership and License

As between you and Trekwise, you retain ownership of all intellectual property rights in and to your User Data. You grant Trekwise a non-exclusive, royalty-free, worldwide, perpetual, sub-licensable right and limited license to access, use, copy, reproduce, process, adapt, store and transmit your User Data (i) in order to provide you with requested support; (ii) to improve and enhance any of the Company's offerings, including the Service, and for other development, diagnostic and corrective or improvement purposes in connection with the services, product testing, research and development opportunities including, without limitation, research into learning and development practices and corresponding effectiveness, and other Company offerings; (iii) disclose such data solely in aggregate or other de-identified form in connection with its business; and (iv) in any manner reasonably determined by Trekwise.

2. Our Ownership and License

The Service and Website (including all associated Content) are developed, owned, and operated by Trekwise and are protected by United States patent and copyright laws, international treaty provisions, trademarks, service marks and other intellectual property laws. To improve and develop our products and services, we use various forms of machine learning within the Service and monitor the use and performance of the Service ("Diagnostic Information"). Through our analysis of the Diagnostic Information, we develop stronger, deeper and higher levels of understanding as to how and why users interact with the Service, how various data sets interrelate and/or perform in any number of manners Trekwise determines as relevant in order to learn or otherwise

interpret how to develop and improve our Service (collectively, "Learnings"). As between you and Trekwise, we own all intellectual property rights in and to the Service, Website, Content, Feedback (as defined below), Diagnostic Information, and Learnings. We also own all intellectual property rights, including, but not limited to, all copyrights thereto, in and to the Models produced through the input of your User Data. We grant you a non-exclusive, worldwide, non-sublicensable, and non-transferable limited license to access and use the Services and Website solely for your own internal healthcare related purposes. We also grant you an exclusive (subject to our continuing rights to use and modify such Models), worldwide, non-sublicensable, and non-transferable limited license to use the Models produced through the input of your User Data for your own non-commercial purposes. You agree that any subscription plan for paid Services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Company with respect to future functionality or features.

3. Feedback

You may submit to us any questions, comments, suggestions, ideas, original or creative materials and other information (collectively, "Feedback") about Trekwise, the Service, our Website, and any of our products and services. Feedback is non-confidential and shall become the sole property of Trekwise. Trekwise shall own exclusive rights, including, without limitation, all intellectual property rights, in and to such Feedback and shall be entitled to the unrestricted use and dissemination of such Feedback for any purpose.

F. Payment

1. Pricing

Our pricing and payment terms are available at [lin.health]. If you agree to a subscription price, that will remain your price for the duration of the payment term; however, prices are subject to change at the end of a payment term.

2. Upgrades, Downgrades, and Changes

- There are instances where we may offer a trial option for a limited period of time. After a trial we will immediately bill you when you upgrade to any paying plan.
- If you upgrade to a higher level of service, we will bill you for the upgraded plan immediately.
- You may change your level of service at any time by choosing a plan option or by going into your Account and look at your billing settings. If you choose to downgrade your Account, you may lose access to Content, features, or capacity of your Account.

3. **Billing Schedule; No Refunds; Processing and Renewal**

Payment Based on Plan. Unless otherwise provided for in the management section of your Account, the Service is billed in advance and is non-refundable. There will be no refunds or credits for partial periods of service or downgrade refunds associated with an open Account; however, the Service will remain active for the length of the paid billing period. In order to treat everyone equally, no exceptions will be made.

Processing and Renewals. If you purchase a subscription to access the Service, then you authorize Trekwise to charge your chosen payment method for your initial subscription payment and automatic annual renewals until you turn off automatic annual renewals or cancel your subscription as provided for in the management section of your Account. You must turn off automatic annual renewals before your subscription renews to avoid being charged the subscription fee for the subsequent subscription period. If you turn off automatic annual renewals, your subscription will not be renewed after the then-current annual subscription period expires. You may turn off automatic annual renewals in the Auto-Renewal portion of the Manage Subscription section of your profile.

Health Savings Account Requirements. If you are not affiliated with an employer that Trekwise contracts with to provide you medical care as part of a group health plan, you

acknowledge and agree that we do not have any obligation to verify your Health Savings Account ("HSA") status and/or eligibility. If you are eligible for an HSA and/or do contribute to an HSA, check with your benefits administrator to ensure payment for the medical care under a personal health plan will not materially affect your eligibility under your HSA benefits, including the ability to make future contributions to your HSA.

4. Authorization

Some portions of our Services do not require you to provide payment information. For a paid Account, you must provide us with current, complete, accurate and authorized payment information (e.g. credit card). You represent and warrant that you are authorized to use the designated payment method. You authorize us to (i) charge your payment method for the total amount of your fees (including any applicable taxes and other charges) on a periodic recurring basis in accordance with the terms of your subscription plan, (ii) use a third party to process such payments (e.g. PayPal, Stripe), and (iii) disclose your payment information to such third party. You acknowledge that the amount charged may vary in connection with the Services we offer, directly or through third parties, and the corresponding subscription plan you have selected, changes in applicable taxes or other charges, and you authorize us (or our third-party payment processor) to charge your payment method for the corresponding amount. To the extent we have not received your payment, in order to bring your account up to date, you authorize us to charge you simultaneously for both past due and current amounts. In the event we are unable to process payment for any amounts owed, we may, subject to applicable law, suspend or terminate your Account at any time following such payment failure.

Third party payment processors are not subcontractors or agents of Trekwise and any disputes between you and a third-party processor regarding any payments or lack thereof are between you and the third-party payment processor. Trekwise and its third-party payment processors are not responsible for the transmission or processing of any payments you make pursuant to your use of Service. Your use of the payment services

provided by our third-party payment processors may be subject to additional terms and conditions made available to you by such payment processors.

5. Responsibility for Payment

You are responsible for all fees, including taxes, associated with your use of the Service. By using the Service, you agree to pay Trekwise any charge incurred in connection with your use of the Service. If you dispute the matter, contact Trekwise Support at [info@trekwise.com].

G. Cancellation and Termination

1. Account Cancellation

It is your responsibility to properly cancel your Account with Trekwise. You can cancel your Account at any time by sending us an email with “Cancellation” as the subject line. We are not able to cancel Accounts in response to an email or phone request. Unless otherwise provided for in the management section of your Account, canceling your Account does not alter your pre-existing obligations to Trekwise including, without limitation, any payment obligations.

2. Upon Cancellation

We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements, but barring legal requirements, we will delete your full profile and the Content of your repositories within 90 days of cancellation or termination (though some information may remain in encrypted backups). This information cannot be recovered once your Account is cancelled.

3. Trekwise May Suspend or Terminate

Trekwise has the right to suspend or terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately. Trekwise reserves the right to refuse service to anyone for any reason at any time.

4. Survival

All provisions of this Agreement which, by their nature, should survive termination *will* survive termination — including, without limitation: ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

H. Communications with Trekwise

1. Electronic Communication Required

For contractual purposes, you (1) consent to receive communications from us in an electronic form via the email address you have submitted or via the Service; and (2) agree that all Terms of Service, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that those communications would satisfy if they were on paper. This section does not affect your non-waivable rights.

2. Legal Notice to Trekwise Must Be in Writing

Communications made through email or Trekwise Support's messaging system will not constitute legal notice to Trekwise or any of its officers, employees, agents or representatives in any situation where notice to Trekwise is required by contract or any law or regulation. Legal notice to Trekwise must be in writing and served to Trekwise's legal agent:

Trekwise, LLC.

Attention: Legal

1410 Grant St. Suite a-201 Denver CO 80203

3. No Phone Support

Trekwise only offers support via email, in-service communications, and electronic messages. We do not offer telephone support.

I. Disclaimer of Warranties

Your Warranty. You represent and warrant to, and covenant with Trekwise that the User Data will only contain personal information in respect of which you have been provided all notices and disclosures, obtained all applicable consents and permissions and otherwise has all authority, in each case as required by applicable laws, to enable Trekwise to provide the Services, including with respect to the collection, storage, access, use, disclosure and transmission of personal Information, including by or to Trekwise and to or from all applicable third-parties.

Trekwise makes no warranties, express or implied, guarantees or conditions with respect to your use of the Service. We provide the Website and the Service on an "as is" basis "with all faults" and "as available," without warranty of any kind. Without limiting this, to the extent permitted under local law, we expressly disclaim all warranties, whether express, implied or statutory, regarding the Website and the Service including without limitation any warranty of merchantability, fitness for a particular purpose, title, security, accuracy and non-infringement.

Trekwise does not warrant that the Service will meet your requirements; that the Service will be uninterrupted, timely, secure, or error-free; that the information provided through the Service, including, but not limited to, the Models, is accurate, reliable or correct; that any defects or errors will be corrected; that the Service will be available at any particular time or location; or that the Service is free of viruses or other harmful components. You assume full responsibility and risk of loss resulting from your use of the Service, including, but not limited to, any losses resulting from inaccuracies of any Model obtained through the Service.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, TREKWISE HEREBY
DISCLAIMS ALL EXPRESS, IMPLIED, COLLATERAL OR STATUTORY
WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER WRITTEN OR
ORAL, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF
MERCHANTABILITY, MERCHANTABLE QUALITY, COMPATIBILITY, TITLE, NON-

INFRINGEMENT, SECURITY, RELIABILITY, COMPLETENESS, QUIET ENJOYMENT, ACCURACY, QUALITY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, TREKWISE EXPRESSLY DISCLAIMS ANY REPRESENTATION, CONDITION OR WARRANTY THAT ANY DATA OR INFORMATION PROVIDED TO CUSTOMER IN CONNECTION WITH YOUR USE OF THE SERVICE (OR ANY PART THEREOF) IS ACCURATE, OR CAN OR SHOULD BE RELIED UPON BY YOU FOR ANY PURPOSE WHATSOEVER.

Medical Disclaimer. While the Service does provide Content and, through its Models, may store and process all information received in connection with your use of the Service, recommend you try certain non-drug related options to facilitate a more comprehensive care management program, or through the use of third-party telehealth services, prescribe and delivery prescription drugs, Trekwise's Service is for informational and educational purposes only and are not a not designed or intended to be a substitute for professional medical advice, diagnosis or treatment and should not be used as a replacement or substitute for professional medical advice, diagnosis, treatment or judgment. You acknowledge and agree that medical treatment decisions, even if based on information and/or prescriptions provided through use of third-party telehealth services, are not and will not be made by Trekwise or through the usage of the Service itself but remain based entirely upon health care providers' professional medical judgement and in accordance with generally accepted standards of medical practice, including without limitation, verifying conclusions and outputs of the Service, confirming the accuracy of life-threatening information and verifying critically important results. Your reliance upon the Content obtained or used by you is solely at your own risk.

J. Limitation of Liability

You understand and agree that, to the extent not limited by law, in no event with Trekwise be liable to you or any third party for any loss of profits, use, goodwill, or data, or for any incidental, indirect, special, punitive, consequential or exemplary damages, however arising, under any theory of liability, including, without limitation, contract, tort, warranty, negligence or otherwise that result from:

- your use or inability to use the Service;
- any modification, price change, suspension or discontinuance of the Service;
- the Service generally or the software or systems that make the Service available;

- unauthorized access to or alterations of your transmissions or data;
- any other matter relating to the Service.

Our liability is limited whether or not we have been informed of the possibility of such damages, and even if a remedy set forth in this Agreement is found to have failed of its essential purpose. We will have no liability for any failure or delay due to matters beyond our reasonable control.

The maximum aggregate liability of Trekwise, and your exclusive remedy for any claims arising out of or related to the Agreement, will be limited to the greater of: (a) the amount you actually paid to Trekwise for the services in the past three (3) months; or (b) one hundred dollars (\$100.00). Multiple claims will not expand these limitations. This Section J will be given full effect even if any remedy specified in the Agreement is deemed to have failed its essential purpose. You agree to the allocation of liability set forth in this section and acknowledge that without your agreement to these limitations, the fees charged to you for the Service would be higher. You agree that this section represents a reasonable allocation of risk.

K. Confidentiality

During your use of the Service, you or Trekwise (the "Disclosing Party") may share information with the other party (the "Receiving Party") that is confidential, sensitive or should be kept secret ("Confidential Information"). Our Confidential Information

includes, but is not limited to, our product roadmaps, product designs and architecture, technology and technical information, security audit reviews, business and marketing plans, financials, and business processes. Your Confidential Information includes, but is not limited to, your login credentials, User Data, and credit card information. A Disclosing Party's Confidential Information also includes any documents that are labeled "confidential" (or something similar), or other information (either in writing or verbal) that is of a type that a reasonable person should understand it to be confidential.

Confidential Information does not include information that (a) the Receiving Party already knew at the time it was disclosed to them; (b) was told to the Receiving Party by a third party who had the right to tell them such information; (c) is generally available to the public; or (d) was independently developed by the Receiving Party without using any of the Disclosing Party's Confidential Information. The Receiving Party will maintain in confidence and not disclose to any third-party the Disclosing Party's Confidential Information during the term of this Agreement and for a ten-year period commencing upon the effective date of termination of this Agreement and will not use such Confidential Information except as expressly permitted in this Agreement. Further, the Receiving Party will treat the Disclosing Party's Confidential Information with the same degree of care that the Receiving Party treats its own Confidential Information.

L. Indemnification.

Indemnity. You will defend, indemnify and hold harmless Trekwise, its employees, officers, directors, affiliates, agents, contractors, successors, and assigns against any and all third party liability (including damages, recoveries, deficiencies, interest, penalties and legal fees), directly or indirectly arising from or in connection with: (i) Your Liabilities; (ii) User Data; (iii) your breach of any of your obligations, representations or warranties under these Terms; or (iv) use of the Service (or any part thereof) by you in combination with any third party software, application or service. You agree to fully cooperate with Trekwise in the defense of any claim defended by you pursuant to its

indemnification obligations under these Terms and will not settle any such claim without the prior written consent of Trekwise.

M. Changes to These Terms

We reserve the right, at our sole discretion, to amend these Terms of Service at any time and will update these Terms of Service in the event of any such amendments. We will notify our Users of material changes to this Agreement, such as price changes, at least 30 days prior to the change taking effect by posting a notice on our Website. For non-material modifications, your continued use of the Website constitutes agreement to our revisions of these Terms of Service.

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website (or any part of it) with or without notice.

N. Miscellaneous

1. Non-Assignability

Trekwise may assign or delegate these Terms of Service and/or the Trekwise Privacy Statement, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms of Service or Privacy Statement without our prior written consent, and any unauthorized assignment and delegation by you is void.

2. Severability, No Waiver, and Survival

If any part of this Agreement is held invalid or unenforceable, that portion of the Agreement will be construed to reflect the parties' original intent. The remaining portions will remain in full force and effect. Any failure on the part of Trekwise to enforce any provision of this Agreement will not be considered a waiver of our right to enforce such provision. Our rights under this Agreement will survive any termination of this Agreement.

3. Amendments; Complete Agreement

This Agreement may only be modified by a written amendment signed by an authorized representative of Trekwise, or by the posting by Trekwise of a revised version in accordance with Section M. Changes to These Terms. These Terms represent the complete and exclusive statement of the agreement between you and us and govern your use of the Service, superseding any prior agreements between you and us with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use affiliate or third-party services, third-party content or third-party software. These Terms supersede any proposal or prior agreement oral or written, and any other communications between you and Trekwise relating to the subject matter of these terms including any confidentiality or nondisclosure agreements.

4. Governing Law; Venue; Arbitration

Certain violations of these Terms, as determined by us, may require immediate termination of your access to the Website or Service without prior notice to you. The Federal Arbitration Act, Colorado state law and applicable U.S. federal law, without regard to the choice or conflicts of law provisions, will govern these Terms. Foreign laws do not apply. Except for disputes subject to arbitration as described below, any disputes relating to these Terms or this Website will be governed under the laws of the State of Colorado and you and Trekwise agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within New York County, New York.

The failure of the Company to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, to the fullest extent permitted by applicable law, any claim or cause of action arising out of or related to use of the Service, or these Terms must be filed within

one (1) year (unless applicable law provides for a longer period) after such claim or cause of action arose or be forever barred.

These Terms are the entire agreement between you and us and, therefore, supersede all prior or contemporaneous negotiations, discussions or agreements between you and Company about this Website. The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of liability and general provisions shall survive any termination of these Terms.

This electronic document, and all other electronic documents referred to or incorporated herein, will be: (a) deemed for all purposes to be a “writing” or “in writing”, and to comply with all statutory, contractual, and other legal requirements for a writing; and (b) legally enforceable as a signed agreement. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail to the notice address listed in our Privacy Policy. The Service may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Service.

DISPUTE RESOLUTION AND ARBITRATION; CLASS ACTION WAIVER.

Please Read This Provision Carefully. It Affects Your Legal Rights.

This Dispute Resolution, Arbitration, and Class Action Waiver provision (“Provision”) facilitates the prompt and efficient resolution of any dispute (e.g., claim or controversy, whether based in contract, statute, regulation, ordinance, tort – including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence – or any other legal or equitable theory, and includes the validity, enforceability or scope of this Provision

(with the exception of the enforceability of the Class Action Waiver clause below) that may arise between you and us. In this Provision, “*dispute*” is given the broadest meaning enforceable by law and includes any claims against other parties relating to services or products provided or billed to you (such as our licensors, suppliers, dealers or third-party vendors) relating to these Terms or the Website, whenever you also assert claims against us in the same proceeding.

This Provision provides that all disputes between you and us will be resolved by binding arbitration. Acceptance of these Terms constitutes a waiver of your right to litigation claims and all opportunity to be heard by a judge or a jury. To be clear, there is no judge or jury in arbitration and judicial review of an arbitration award is limited. The arbitrator must follow this Provision and can award the same damages and relief (including attorney’s fees) that a court is permitted to award. You may, however, opt-out of this Provision. If done, you would have the right or the opportunity to bring claims in court, before a judge or a jury, or to participate in or to be represented in a case filed in court by others (including class actions). BOTH YOU AND COMPANY AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL DISPUTES, AS DEFINED ABOVE, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION, RATHER THAN IN COURT, IN ACCORDANCE WITH THIS PROVISION.

Pre-Arbitration Claim Resolution

For all disputes, whether pursued in court or arbitration, you must first give us an opportunity to resolve the dispute which is done by emailing the following information to info@trekwise.com: (1) your name, (2) your address, (3) a written description of your claim, and (4) a description of the specific relief you seek. If we do not resolve the

dispute within 45 days after receiving your notification, than you may pursue your dispute in arbitration. You may pursue your dispute in a court only under the circumstances described below.

Exclusions from Arbitration/Right to Opt-Out

Notwithstanding the above, you or we may choose to pursue a dispute in court and not by arbitration if: (a) the dispute qualifies for initiation in small claims court; or (b) YOU OPT-OUT OF THESE ARBITRATION PROCEDURES WITHIN THIRTY (30) DAYS FROM THE DATE THAT YOU FIRST CONSENT TO THESE TERMS (the “Opt-Out Deadline”). You may opt-out of this Provision by emailing the following information to info@trekwise.com: (1) your name; (2) your address; (3) a clear statement that you do not wish to resolve disputes with us through arbitration. Either way, we will not take your decision personally. In fact, we promise that your decision to opt-out of this Provision will have no adverse effect on your relationship with us. But we do have to enforce the Opt-Out Deadline so keep in mind that **any opt-out request received after the Opt-Out Deadline will not be valid and you must pursue your dispute in arbitration or small claims court.**

Arbitration Procedures

If this Provision applies and the dispute is not resolved as provided above (Pre-Arbitration Claim Resolution) either you or we may initiate arbitration proceedings. The American Arbitration Association (“**AAA**”), www.adr.org, or JAMS, www.jamsadr.com, will arbitrate all disputes, and the arbitration will be conducted before a single arbitrator. The arbitration shall be commenced as an individual arbitration only, and shall in no event be commenced as a class arbitration or a consolidated or representative action or arbitration. All issues shall be for the arbitrator to decide, including the scope of this Provision. For arbitration before AAA, for disputes of less than \$75,000, the AAA’s Supplementary Procedures for Consumer-Related Disputes will apply; for disputes

involving \$75,000 or more, the AAA's Commercial Arbitration Rules will apply. In either instance, the AAA's Optional Rules for Emergency Measures of Protection shall apply. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. For arbitration before JAMS, the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Recommended Arbitration Discovery Protocols for Domestic, Commercial Cases will apply. The JAMS rules are available at www.jamsadr.com or by calling 1-800-352-5267. This Provision governs in the event it conflicts with the applicable arbitration rules. Under no circumstances will class action or representative procedures or rules apply to the arbitration.

Because this Website and these Terms concern interstate commerce, the Federal Arbitration Act ("**FAA**") governs the arbitrability of all disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of limitations or condition precedent to suit.

Arbitration Award – The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law, and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party or if required by applicable law. Such award will be final and binding on the parties, except for any right of appeal provided by the FAA or other applicable law, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

Location of Arbitration – You or we may initiate arbitration in any jurisdiction where we are registered or maintain an office.

Payment of Arbitration Fees and Costs – So long as you place a request in writing prior to commencement of the arbitration, we will pay all arbitration filing fees and AAA or JAMS hearing fees and any arbitrator's hearing fees, costs and expenses upon your

written request to the arbitrator given at or before the first evidentiary hearing in the arbitration. However, you will still be responsible for all additional fees and costs that you incur in the arbitration which include but are not limited to attorneys' fees or expert witnesses. In addition to any fees and costs recoverable under applicable law, if you provide notice and negotiate in good faith with us as provided in the section above titled "*Pre-Arbitration Claim Resolution*" and the arbitrator concludes that you are the prevailing party in the arbitration, you will be entitled to recover reasonable attorney's fees and costs as determined by the arbitrator.

Class Action Waiver

Except as otherwise provided in this Provision, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action, representative action, or private attorney general action) unless both you and we specifically agree to do so in writing following initiation of the arbitration. **If you choose to pursue your dispute in court by opting out of the Arbitration Provision, as specified above, this Class Action Waiver will not apply to you.** Neither you, nor any other user of this Website can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt-out requirements above.

Jury Waiver

You understand and agree that by accepting this Provision in these Terms, you and we are each waiving the right to a jury trial or a trial before a judge in a public court. In the absence of this Provision, you and we might otherwise have had a right or opportunity to bring disputes in a court, before a judge or jury, and/or to participate or be represented in a case filed in court by others (including class actions). Except as otherwise provided below, those rights are waived. Other rights that you would have if

you went to court (e.g., the rights to both appeal and certain types of discovery) may be more limited or may also be waived.

Severability

If any clause within this Provision (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this Provision whose remainder will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire Provision will be unenforceable, and the dispute will be decided by a court.

Continuation

This Provision shall survive your discontinued use of the Website and the Service. Notwithstanding any provision in these Terms to the contrary, we agree that if we make any change to this Provision (other than a change to our notice address), you may reject any such change and require us to adhere to the present language in this Provision if a dispute between us arises.

LANGUAGE. The parties hereto have expressly required that these Terms and all documents and notices relating thereto be drafted in the English language.

GENERAL. We think direct communication resolves most issues – if we feel that you are not complying with these Terms, we will tell you. We will even provide you with recommended necessary corrective action(s) because we value this relationship.

5. Questions

Questions about the Terms of Service? You can contact us at info@trekwise.com.