

**NOMAD FIT LABS, PLLC
TERMS OF SERVICE**

Effective: 8.16.24

These Terms of Service ("**TOS**" or this "**Agreement**") govern the use of the Nomad Fit Lab Services (as defined below) provided by Nomad Fit Lab, PLLC and its Affiliates (the "**Company**", or "**we**" or "**us**" or "**our**") to you (the "**Customer**" or "**you**" or "**your**").

THE COMPANY PROVIDES THIS AGREEMENT TO NOTIFY ALL CUSTOMERS WHO USE ANY OF THE NOMAD FIT LAB SERVICES OF THE COMPANY'S TERMS AND CONDITIONS WHICH GOVERN THE USE OF SUCH NOMAD FIT LAB SERVICES.

CUSTOMER'S USE OF THE NOMAD FIT LAB SERVICES IS CONDITIONED ON ACCEPTANCE, WITHOUT MODIFICATION, OF THIS AGREEMENT BY THE CUSTOMER.

BY CONTINUING TO USE THE NOMAD FIT LAB SERVICES, OR BY ANY OTHER FORM OF ASSENT BY THE CUSTOMER (INCLUDING WITHOUT LIMITATION THE CUSTOMER'S CONSENT TO THE COMPANY'S INTAKE FORM, AS DEFINED HEREIN, THE CUSTOMER HEREBY AGREES THAT SUCH CUSTOMER IS HEREBY BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, THE COMPANY'S PRIVACY POLICY, A COPY OF WHICH IS AVAILABLE AT THIS LINK: <https://www.nomadfitlab.com/privacy-policy> (THE "PRIVACY POLICY**" OR THE "**COMPANY'S PRIVACY POLICY**") AS OF THE DATE THE CUSTOMER RECEIVES ANY OF THE NOMAD FIT LABS SERVICES. (THE "**EFFECTIVE DATE**").**

NO CHANGES (ADDITIONS OR DELETIONS) BY YOU TO THIS AGREEMENT WILL BE ACCEPTED BY THE COMPANY.

IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT AND OF THE COMPANY'S PRIVACY POLICY, THEN YOU SHOULD NOT USE ANY OF THE NOMAD FIT LAB SERVICES.

THIS AGREEMENT IS A LEGALLY BINDING CONTRACT. THE CUSTOMER SHOULD DOWNLOAD AND PRINT THIS AGREEMENT FOR ITS RECORDS

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Definitions.

In addition to any other terms defined in the Agreement, the following terms have the following meanings:

1.1 "**Company IP Assets**" has the meaning set forth in Section 18 herein.

1.2 "**Company Site**" has the meaning set forth in Section 3 herein.

1.3 "**Company Trademark(s)**" means any of the Company' trademarks, service marks, names, logos or slogan, including without limitation the Company proprietary **Nomad Labs™** mark.

1.4 "**Customer Content**" means any personal information, including but not limited to health-related information, that the Customer provides to the Company or is otherwise disclosed by the Customer in the course of using the Nomad Fit Labs Services, including but not limited to any information provided by Customer on the Intake Form (as defined herein).

1.5 "**Intake Form**" means, collectively, the questionnaire documents and the waiver documents signed by the Customer and delivered to the Company as part of the intake and registration process before the commencement of the Nomad Fit Labs Services.

1.6 **"Nomad Fit Labs Services" or "Services"** are the Company's services of providing body scans, body related-imaging, and other related services in order to provide the Customer with body composition information and data.

1.7 **"Privacy Policy"** or the **"Company's Privacy Policy"** has the meaning set forth above.

1.8 **"Report"** means the report provided by the Company to the Customer which provides a summary of the body scan and/or body images conducted as part of the Nomad Fit Labs Services.

1.9 **"Service Fee"** has the meaning set forth in Section 3 herein.

2. Age Requirements: If you're under the age of 18, you are not authorized to use the Company's Services or any Company Site.

3. Services Provided by the Company | Payment of Service Fee by Customer:

3.1 The Company will provide, and Customer agrees to accept (and pay all of the Service Fees for the same), the Nomad Fit Labs Services (as defined above) pursuant to the terms and conditions of this Agreement. Unless explicitly stated otherwise, in the event the Company, in its discretion, elects to add any new features or enhancements to the Nomad Fit Labs Services, such new features and enhancements shall be subject to this Agreement.

3.2 You acknowledge and agree that:

- (i) the Services are provided "AS-IS" and are based on the current technology in use by Company at the time of the purchase or viewing.
- (ii) the form and nature of the Services which Company provides may change from time to time without prior notice to you
- (iii) the Company has the right to stop (permanently or temporarily) providing some Services (or any features within the Services) to you or to Customers generally at Company's sole discretion, without prior notice to you.
- (iv) the Company assumes no responsibility for the use of Services;

3.3 In order to use the Services, the Company may require you (as more fully set forth in Section 6 herein) to register with the Company on a Company designated website, platform, app, or other site (the **"Company Site"**), you must obtain Internet access, either directly or through devices that access web-based content, and pay any service fees associated with such access, in order to use such Company Site. You are solely responsible for paying such fees. In addition, you must provide all equipment necessary to make such Internet connection in order to use such Company Site, including your own computer and modem or other access device.

3.4 The Customer hereby agrees to, and shall pay, the Company all of the fees that the Company charges for its Nomad Fit Labs Services pursuant to the Company's then current fee schedule (hereinafter, the **"Service Fee"**). Before you pay any Service Fee, the Company will provide you with an opportunity to review the then current Service Fees that you will be charged. The Company reserves the right to change the Service Fees for any feature, or in its sole discretion, at any time and from time to time. The Company may use a variety of third party payment processors including without limitation credit card payment processors (**"3rd Party Payment Processors"**) in order to process your payment of any Service Fee. The Company is not responsible for any fees charged by any 3rd Party Payment Processors associated with your use of any such 3rd Party Payment Processors.

4. Risks and Considerations Regarding Company Services; Waiver:

The Customer hereby acknowledges and agrees as follows:

- (i) Once you review the information in your Report, the knowledge you receive from reading that Report is irrevocable. Thus, you should not assume that any information in the Report will be welcome or positive. You may also learn information from the Report about yourself that you do not anticipate.
- (ii) The scan or imaging process may result in errors. While we make every effort to ensure the accuracy and precision of the Report, we cannot guarantee that the information in your Report will be entirely error-proof. Factors outside our control, such as excess movement while on the scanner, may contribute to scanning errors resulting in inaccuracy.
- (iii) You may experience discomfort as part of receiving the Services provided by the Company. The Company's Services may be delivered within or near our scanning vehicles. The Company makes every effort to ensure a welcoming and comfortable environment. However, if you are prone to conditions such as claustrophobia, or have physical conditions such as back pain or severely limited mobility, you may experience physical or mental discomfort for the duration of a Company service.
- (iv) Certain tests administered by the Company may expose your person to radiation in the form of x-rays and you hereby accept that risk. Thus, you hereby understand that during the scan, your body will be exposed to some amount of x-ray radiation and you accept that risk. You may wish to discuss this level of radiation and associated risks with a health professional or radiologist.
- (v) You should not change your health behaviors solely on the basis of information contained in the Report. You agree that the Report is provided for, and shall be solely used for, informational purposes only, and may not take into consideration relevant factors, such as injuries, diseases, or other personal limitations that you may have not disclosed. Accordingly, acting upon information provided in the Report is solely at your own risk. You may wish to discuss your Health Information with a physician or other health care provider before you act upon any information in the Report.
- (vi) If you share the information in the Report with other, that information could be used against your interests by others. You should be careful about sharing your Report with others. Furthermore, the information in the Report that you choose to share with your physician or other health care provider may become part of your medical record and through that route be accessible to other health care providers and/or insurance companies in the future. Information in the Report that you share with family, friends or employers could also be used against your interests.
- (vii) The Company does not provide medical advice. Thus, the Company's Services and the Report are provided to you, and shall only be used by you, solely for your research, informational, and educational use only, but for no other purposes or uses. Without limiting the foregoing, the Services are not intended to be used by the Customer for any diagnostic purpose and are not a substitute for professional medical advice. You should always seek the advice of your physician or other health care provider with any questions you may have regarding diagnosis, cure, treatment, mitigation, or prevention of any disease or other medical condition or impairment or the status of your health. Reliance on any information provided in the Report, by the Company, the Company's employees, others appearing on our website at the invitation of the Company, or other visitors to our website is solely at your own risk.
- (viii) For good and valuable consideration, including without limitation being allowed to voluntarily participate in the Nomad Fit Labs Services, you forever waive, release, and discharge the Company and its agents, members, managers, officers, and employees from any and all negligence and liability for any personal injury, health issue, disability, property damages, or claims of any nature

which may hereafter accrue to me, and my estate as a direct or indirect result of my participation in, or use of, the Nomad Fit Labs Services.

5. Customer Representations: By using any the Company Services, you agree to, acknowledge, and represent as follows:

- a. You understand that information you learn from the Company (including without limitation from the Report) is **not** designed to independently diagnose, prevent, or treat any condition or disease or to ascertain the state of your health in the absence of medical and clinical information. You understand that the Company's Services are intended for research, informational, and educational purposes only.
- b. You represent that you are eighteen (18) years of age or older if you are participating in any of the Company's Services to collect Health Information, or you are thirteen (13) years of age or older and have permission from an adult parent or guardian. Minors under eighteen (18) years of age will be required to furnish a consent form signed by a parent or guardian.
- c. You are aware that some of the information you receive from the Company (including without limitation from the Report) may provoke strong emotion. You take responsibility for all possible consequences resulting from your sharing of any such information with others and your self-reported Customer Content.
- d. You understand that all your Customer Content, including any personal information contained therein, will be stored in the Company's databases and will be processed in accordance with the Company's Privacy Policy (as defined above).
- e. **Waiver of Property Rights:** You understand that by providing any Customer Content, including without limitation any of your health information or any other self-reported information, you acquire no rights in any research or commercial products that may be developed by the Company or its collaborating partners. You specifically understand that you will not receive compensation for any research or commercial products that include or result from our use of any Aggregated Information (as such term is defined in Section 8 herein).
- f. You agree that you have the authority, under the laws of the state or jurisdiction in which you reside, to provide these representations. In case of breach of any one of these representations the Company has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof) and you will defend and indemnify the Client and its affiliates against any liability, costs, or damages arising out of the breach of the representation.

6. Account Creation, Customer Account, Password and Security Obligations:

In consideration of your use of the Services, you agree to: (a) provide true, accurate, current, and complete information about yourself as prompted by the Service, including without limitation any information you provide during any registration ("**Registration Information**"); and (b) maintain and promptly update the Registration Information and any other Customer Content you provided to the Company to keep it true, accurate, current, and complete. If you provide any Registration Information or other Customer Content that is untrue, inaccurate, not current, or incomplete, or if the Company has a reasonable ground to suspect that such information is untrue, inaccurate, not current, or incomplete, the Company has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof). As a part of the registration process for obtaining the Company's Services, you may be required to create a password and account designation. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. If you allow third parties to access any Company Site using your user

name and password, you will defend and indemnify the Company and its affiliates against any liability, costs, or damages, including attorney fees, arising out of claims or suits by such third parties based upon or relating to such access and use. You agree to (a) immediately notify the Company of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. The Company cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

7. Company Privacy Policy and Disclosure of Information:

7.1 By accepting the Company's Services, or by creating an account on any Company Site, you hereby consent to, and agree to be bound by, the Company's Privacy Policy; the terms and conditions of which are hereby incorporated by this reference into this Agreement.

7.2 You further acknowledge and agree that: (a) the Company has the right to monitor any use of its systems by you at any time and maintain copies documenting such monitoring; and (b) the Company's Privacy Policy sets forth the only expectations of privacy you or any other individual will or should have in terms of usage of the Company's Services, any Company Site, or any other Company systems.. In addition to the other rights given to the Company in the Privacy Policy regarding the use or sharing of your Personal Information, you acknowledge and agree that the Company is free to preserve and disclose any and all Personal Information (as defined in the Privacy Policy) to law enforcement agencies or others if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process (such as a judicial proceeding, court order, or government inquiry) or obligations that the Company may owe pursuant to ethical and other professional rules, laws, and regulations; (b) enforce this Agreement; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of the Company, its employees, its users, its clients, and the public.

7.3 You understand that the technical processing and transmission of the Services, including your Personal Information (as defined in the Privacy Policy), may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks, or devices. In addition, the Company may, in its sole discretion, restrict access to any Company Site for any reason.

8. Customer Content:

8.1 You acknowledge that all Customer Content, whether publicly posted or privately transmitted, is the sole responsibility of the person from which such Customer Content originated. This means that you, and not the Company, are entirely responsible for all Customer Content that you upload, post, email, or otherwise transmit via the Service.

8.2 The parties further agree as follows (and agree that the provisions of this Section 8.2 survive any expiration, termination or cancellation of this Agreement):

- (i) The term "**Aggregated Information**" means any anonymized or de-identified derived versions of Customer Content that has been developed by the Company, with the understanding that an "anonymized or de-identified derived version" means that the applicable original piece of data (the "**Original Data Format**") has been de-identified, anonymized, or otherwise aggregated by the Company in such a manner that it does not, directly or indirectly, disclose the identity of the Customer as may have been disclosed in the Original Data Format.
- (ii) The Customer acknowledges and agrees that the Company has the right to develop Aggregated Information and that the Company shall solely own all rights, title and interest (including without limitation all intellectual property rights) in and to all such Aggregated Information. Without limiting the foregoing, the Company, as such sole owner, has the right to use such Aggregated Information in its discretion, including without limitation sharing or using the Aggregated

Information for any of its current or future business purposes such as but not limited to: (a) the further development, improvement, or operation of the Company's Nomad Fit Labs Services or any other goods or services of the Company; and/or (b) to share such Aggregated Information with others that the Company does business with.

9. Customer Conduct – Unlawful and Prohibited Use:

As a condition of your use of the Services, you warrant to the Company that you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, or notices. You may not use the Services in any manner that could damage, disable, overburden, or impair the Services or interfere with any other party's use and enjoyment of the Services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Services. Furthermore you agree not to use the Services to:

- a. upload, post, email, or otherwise transmit any material that is derogatory, defamatory, obscene, or offensive, such as slurs, epithets, or anything that might reasonably be construed as harassment or disparagement based on race, color, national origin, sex, sexual orientation, age, disability, religious or political beliefs, or other statutorily protected status;
- b. impersonate any person or entity, including, but not limited to, anyone affiliated with the Company, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- c. alter, amend, change or otherwise manipulate any of the information in the Report or disguise the origin of any content contained in the Report provided to you through Service;
- d. "stalk" or otherwise harass another;
- e. upload, post, email, or otherwise transmit any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- f. use any information received through the Services, including without limitation the Report, to attempt to identify other customers;
- g. download any file posted by another user of the Service that you know, or reasonably should know, cannot legally be distributed in such manner;
- h. upload, post, email or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights ("Rights") of the Company or any other party;
- i. harm minors in any way;
- j. advertise or offer to sell or buy any goods or services for any business purpose, unless such area specifically allows such messages;
- k. upload, post, email, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that are designated for such purpose and only to the extent such content is authorized by law;

- l. upload, post, email, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- m. use manual or automated software, devices, scripts robots, other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the site, unless explicitly permitted by the Company;
- n. engage in "framing," "mirroring," or otherwise simulating the appearance or function of the Company's website;
- o. attempt to or actually override any security component of the Company web services;
- p. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies, or regulations of networks connected to the Service;
- q. violate this Agreement, any code of conduct or other guidelines which may be applicable for any particular area of the Service or have been communicated to you by anyone affiliated with the Company; or
- r. intentionally or unintentionally violate any applicable local, state, national, or international law, or any regulations having the force of law.

You acknowledge and agree that you are solely responsible for (and that the Company has no responsibility to you or to any third party for) any breach of your obligations under this Agreement or the Intake Form for the consequences (including any loss or damage which the Company may suffer) of any such breach. In case of breach of this Agreement or the Intake Form, the Company has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof) and you will defend and indemnify the Company and its affiliates against any liability, costs, or damages arising out of the breach of the representation. If you violate the terms of this Section and/or the Company has a reasonable ground to suspect that you have violated the terms of this Section, the Company has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

10. Content Posted through the Service:

The Company will not, at all times, control any of the Customer Content you posted via any Company Site or otherwise as part of your use of the Service and, as such, does not guarantee the accuracy, integrity, or quality of such non-Company content. You understand that by using the Services, you may be exposed to content that is offensive, indecent, or objectionable. Under no circumstances will the Company be liable in any way for any non-Company content, including, but not limited to, any errors or omissions in any such content, or for any loss or damage of any kind incurred as a result of the use of any such content posted, emailed, or otherwise transmitted via the Services. You acknowledge that the Company and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, review, filter, modify, refuse, or move any content that is available via the Services. Without limiting the foregoing, the Company and its designees shall have the right to remove any content that violates this Agreement or is deemed by the Company, in its sole discretion, to be otherwise objectionable. You acknowledge and agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

11. Further Issues Regarding Your Customer Content :

Customer acknowledges and agrees that the Company cannot control any further distribution of your Customer Content or any information in your Report (including without limitation any of health and/or self-reported information) that you share publicly, including without limitation your sharing the same on any Company Site. Thus,

you acknowledge and agree that you are responsible for protecting and enforcing those rights and that the Company has no obligation to do so on your behalf. You understand that you should not expect any financial benefit from the Company as a result of having your Customer Content (including without limitation any of health and/or self-reported information) made available to you; or, as provided in our Privacy Policy, shared with or included in Aggregated Information (as such term is defined in Section 8.2 herein) shared with partners, including commercial partners. As stated above, you understand that by accessing or providing any Customer Content (including without limitation any of health and/or self-reported information) you acquire no rights in any research or commercial products that may be developed by the Company or its collaborating partners. You specifically understand that you will not receive compensation for any research or commercial products that include or result from our use of any Aggregated Information.

12. Indemnity:

You agree to defend and hold the Company, and its subsidiaries, affiliates, officers, agents, contractors, partners, employees, successors, and assigns (the **"Company Group"**) harmless from any claim, or demand, or liability, including reasonable attorneys' fees, made by any third party due to, related to, or arising out of (hereinafter, a **"Claim"**):

- a. Customer Content you submit, post to, or transmit through the Service; your use of the Services; your connection to the Service;
- b. your utilization of the Report that is outside or exceeds the intended uses of such Report as contemplated or permitted by this Agreement,
- c. any of your other violations or breaches of this Agreement or the Intake Forms;; or
- d. your violation of any rights of another party.

If you decide to use any of the information provided in the Report as your basis for making health decisions about yourself , including without limitation giving the Report to your medical or health provider, , you will defend and hold harmless the Company Group from any and all Claims due to, related to, or arising out of the use or disclosure of any information contained in the Report, including without limitation any such use by your medical or health providers.

In addition, if you choose to disclose or provide your Report (including but not limited to any health and/or self-reported information therein) to third parties, including without limitation individuals who obtained such information intentionally or inadvertently from you , or to third parties for diagnostic or other purposes, you hereby agree to defend and hold harmless the Company Group from any and all Claims due to, related to, or arising out of any such disclosures to, or uses by, any such third parties.

13. General Practices Regarding Use and Storage:

You acknowledge that the Company may establish general practices and limits concerning use of the Services, including without limitation the maximum number of days that your Report (including any of your Personal Information) and Services content will be retained by the Service, the maximum disk space that will be allotted on the Company's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Services in a given period of time. You acknowledge and agree that the Company has no responsibility or liability for the deletion of or failure to store any messages, other communications, or other content maintained or transmitted by the Services; or for the loss of Health Information due to malfunction or destruction of data servers or other catastrophic events. You further acknowledge that the Company reserves the right to change these general practices and limits in its sole discretion.

14. Modifications to Service:

The Company reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. You acknowledge and agree that (i) modifications may result in delivery of the Services, and (ii) the Company shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services. You acknowledge that the Company may offer different or additional technologies or features to provide the Services and that your initial purchase of the Service does not entitle you to any such different or additional technologies without your payment of an additional fee.

15. Termination:

15.1 This Agreement will continue to apply until terminated by either you or the Company as set out in this Section. If you want to terminate this Agreement with the Company, you may do so, provided you first have paid all of the outstanding Services Fee, by thereafter notifying the Company in writing, which will entail closing your accounts for all of the Services that you use. Your notice must be sent, in writing, to the Company pursuant to Section 23.4.

15.2 The Company may at any time terminate this Agreement: (a) for convenience upon reasonable notice to the Customer; or if any one or more of the following occurs: (1) you have breached any provisions of this Agreement or the Intake Forms; (2) the Company is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); (3) the Company is no longer providing the Services to users in the country or state in which you reside or from which you use the Services; or (5) the provision of the Services to you by the Company is, in the Company's opinion, no longer commercially viable. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the Services may be referred to appropriate law enforcement authorities. You acknowledge and agree that the Company shall not be liable to you or any third party for any termination of this Agreement, including without limitation terminating your access to the Services.

16. Survival of Terms:

Upon the termination, expiration or cancellation of this Agreement, the following terms shall survive: 3.4, 4, 5, 7, 8, 9, 11, 12, 13, 15, this 16, 17, 18, 19, 20, 23 and any other provision which by its nature is intended to so survive.

17. Dealings with Information Providers and Listed Resources:

Your correspondence or business dealings with-or participation in promotions of-information providers, vendors, and/or resources found on or through the Services, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such information provider or resource. You acknowledge and agree that the Company shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such information provider or resources on the Service.

18. Company's Proprietary Rights and Reservation of Rights:

18.1 All rights, title and interest (including without limitation all global intellectual property rights) in and to the Company's Nomad Fit Lab Services, including without limitation any underlying code or programs that operate any of the Company Site, all of the Company Trademarks (including without limitation the Company's proprietary **Nomad Fit Lab™** trademark), the Aggregated Information (as defined in Section 8), and all goodwill associated therewith (hereinafter collectively referred to as the "**Company IP Assets**") shall at all times remain the sole and exclusive property of Company. Customer does not acquire, and shall not in any manner represent that it has acquired, any rights in the Company IP Assets as a result of the Customer's use of any of the Company's Services.

18.2 Without limiting the generality of Section 18.1, and for clarity, the Customer acknowledges and agrees that:

- a. the Services content (including without limitation the Report) presented to you as part of the Services, whether original Company Services content or sponsored content within the Services, is protected by copyright and/or other intellectual property rights that are owned by the Company and/or the sponsors who provide that content to the Company (or by other persons or companies on their behalf).
- b. You agree that you shall not modify, rent, lease, loan, sell, distribute, or create derivative works of any such Services content (including without limitation the Report), either in whole or in part, unless you have been specifically told that you may do so by the Company or by the owners of that content, in a separate agreement.

19. Disclaimers of Warranties:

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT: (1) YOUR USE OF THE COMPANY'S SERVICES, INCLUDING WITHOUT LIMITATION ANY REPORT OR ANY COMPANY SITE, ARE AT YOUR SOLE RISK. THE SERVICES (INCLUDING WITHOUT LIMITATION THE REPORT) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. (2) THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTY THAT (a) THE SERVICES (INCLUDING WITHOUT LIMITATION THE REPORT) WILL MEET YOUR REQUIREMENTS; (b) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, UNFAILINGLY SECURE, OR ERROR-FREE; (c) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES (INCLUDING WITHOUT LIMITATION THE REPORT) WILL BE ACCURATE OR RELIABLE; (d) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES (INCLUDING WITHOUT LIMITATION THE REPORT)WILL MEET YOUR EXPECTATIONS AND (e) ANY ERRORS IN THE SERVICE (INCLUDING WITHOUT LIMITATION THE REPORT) WILL BE CORRECTED. (3) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES (INCLUDING WITHOUT LIMITATION THE REPORT) IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. (4) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE COMPANY OR THROUGH OR FROM THE SERVICES (INCLUDING WITHOUT LIMITATION THE REPORT) SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS. (5) YOU SHOULD ALWAYS USE CAUTION WHEN GIVING OUT ANY PERSONALLY IDENTIFYING INFORMATION ABOUT YOURSELF OR THOSE FOR WHOM YOU HAVE LEGAL AUTHORITY. THE COMPANY DOES NOT CONTROL OR ENDORSE ANY ACTIONS RESULTING FROM YOUR PARTICIPATION IN THE SERVICES AND, THEREFORE, THE COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY WITH REGARD TO ANY ACTIONS RESULTING FROM YOUR PARTICIPATION IN THE SERVICES.

20. Limitations of Liability:

WITHIN THE LIMITS ALLOWED BY APPLICABLE LAWS, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE SERVICES, INCLUDING WITHOUT LIMITATION THE REPORT) (b) ANY ACTION YOU TAKE BASED ON THE INFORMATION YOU RECEIVE IN THROUGH OR FROM THE SERVICES INCLUDING WITHOUT LIMITATION ANY INFORMATION IN THE REPORT, (v) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL, (d) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES INCLUDING WITHOUT LIMITATION THE REPORT; (e) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (f) THE IMPROPER AUTHORIZATION FOR THE SERVICES BY SOMEONE CLAIMING SUCH AUTHORITY; or (g) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES.

21. Changes to the Terms of this Agreement:

THE COMPANY MAY MODIFY THIS AGREEMENT AT ANY TIME AND FROM TIME TO TIME ("**CHANGES**") AFTER GIVING REASONABLE NOTICE TO THE CUSTOMER. CUSTOMER HEREBY AGREES THAT SUCH REASONABLE NOTICE MAY INCLUDE, BUT IS NOT LIMITED TO, A GENERAL NOTICE ON ANY COMPANY SITE. ONCE THE COMPANY PROVIDES SUCH NOTICE OF SAID CHANGE, THE CUSTOMER AUTOMATICALLY CONSENTS THEREAFTER TO BE BOUND BY THE VERSION OF THIS AGREEMENT THAT IS IN EFFECT THE NEXT TIME THE CUSTOMER USES ANY OF THE COMPANY'S SERVICES, INCLUDING ANY COMPANY SITE. ANY SUCH USE THEREAFTER SHALL BE DEEMED TO CONSTITUTE ACCEPTANCE BY CUSTOMER OF ALL SUCH CHANGES

22. Violation or Suspected Violation of this Agreement:

If you violate the terms of this Agreement, and/or the Company has a reasonable ground to suspect that you have violated the terms of this Agreement, the Company has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof) or to otherwise terminate this Agreement.

23. General Provisions

23.1 Governing Law. The laws of the state of Washington, USA shall govern this Agreement for all purposes, without regard to the conflicts of laws principles thereof or the United Nations Convention on the International Sales of Goods. Each User agrees and hereby irrevocably submits to the exclusive personal jurisdiction and venue by the state and federal courts in the State of Washington with respect to all such matters.

23.2 Remedies. The Customer acknowledges and agrees that monetary damages may not be a sufficient remedy for unauthorized use of the Company's Services (including without limitation the Report or any Company Site) or any of any other Company IP Assets, and therefore the Customer hereby agrees that Company shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court or arbitration panel of competent jurisdiction without necessity of posting a bond and without having to plead and prove lack of an adequate remedy at law.

23.3 Attorney Fees. If any suit or action is filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees incurred in preparation or in prosecution or defense of such suit or action as fixed by the trial court and, if any appeal is taken from the decision of the trial court, reasonable attorney fees as fixed by the appellate court.

23.4 Notices. Notices to Company must be sent to Nomad Fit Labs, PLLC to the attention of Hank Kennedy at this email address: info@nomadfitlab.com. Except as set forth in Section 21 of this Agreement ("**Change in the Terms of this Agreement**"), notices to the Customer may be sent by the Company to the email address or any other contact address that the Customer may have supplied at any time to the Company. In addition, the Company may broadcast notices or messages through any Company Site to inform the Customer of changes to the Company's Services or other matters of importance, and such broadcasts shall constitute notice by the Company to the Customer at the time of sending. Regardless of the method of sending the notice, all notices sent to the Customer by the Company shall be deemed to be given and deemed to be effective as of the date sent or posted by the Company.

23.5 Binding Effect; No Assignment by Users; Permissible Assignment by Company. This Agreement shall be binding upon and inure to the benefit of each party's respective successors and lawful assigns; *provided, however*, that the Customer does not have any right to assign this Agreement, in whole or in part. Any purported assignment by a User in violation of this Section shall be void. The Company shall have the right to assign this Agreement, or any part of it, in its sole discretion to any party, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by such successors and assigns.

23.6 **Entire Agreement.** This Agreement, along with the Privacy Policy and the Intake Forms, constitutes the entire agreement and understanding between the parties concerning the subject matter of this Agreement and supersedes all prior agreements and understandings of the parties with respect to that subject matter. Without limiting and subject to the Company's rights in Section 21 of this Agreement ("**Change in the Terms of this Agreement**"), the Customer agrees that this Agreement may not be altered, supplemented, or amended by the Customer without the prior written consent of Company.

23.7 **Enforcement.** None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Company, its agents, or employees, except upon an instrument in writing signed by an authorized employee of the Company. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, then the remainder of the Agreement shall continue in effect.

23.8 **Force Majeure.** The Company shall not be liable for any delay or failure in performance, nor shall the Company be deemed to be in default of any provision of this Agreement, due to any Force Majeure, which shall include without limitation acts of God, disease, earthquake, weather conditions, labor disputes, changes in law, regulation or government policy, terrorist acts, riots, war, fire, epidemics, acts or omissions of vendors or suppliers, equipment failures, transportation difficulties, malicious or criminal acts of third parties, or other occurrences which are beyond the Company's reasonable control.

23.9 **Contact Information.** If you have any questions about this Agreement, or about the Company's Nomad Fit Lab Services, please email the Company at info@nomadfitlab.com.