

WELLOVATE

TERMS OF USE POLICY

WELLOVATE.COM WEBSITE/APPLICATION Terms and Conditions (“Terms”)

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We will make an effort to update this web page with any changes to these Terms and/or to the services described in these Terms, and you are encouraged to review these Terms frequently (the date of the most recent revision to these Terms appear at the end of these Terms).

1. **CONVENIENCE AND INFORMATION ONLY; ACCEPTANCE OF TERMS.** By merely providing access to the WEBSITE/APPLICATION, WELLOVATE does not warrant or represent that: (a) the Content is accurate, complete, up-to-date or current; (b) WELLOVATE has any obligation to update any Content; (c) the Content is free from technical inaccuracies or typographical errors; (d) that the Content does not infringe on the intellectual property rights of any third party; (e) that the Content is free from changes caused by a third party; (f) your access to the WEBSITE/APPLICATION will be free from interruptions, errors, computer viruses or other harmful components; and/or (g) any information obtained in response to questions asked through, or postings made on, the WEBSITE/APPLICATION is accurate or complete. Your use of the WEBSITE/APPLICATION and the services offered therein are subject to federal law, the law of the state where WELLOVATE maintains your Account, or, if WELLOVATE transfers your Account to another location, where WELLOVATE currently maintains your Account (“Applicable Law”).

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms. In any case, you affirm that you are over the age of 13, as **THE WEBSITE/APPLICATION IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

2. **SITE USE AND CONTENT.** You may view, copy or print pages from the WEBSITE/APPLICATION solely for personal, non-commercial purposes. You may not otherwise use, modify, copy, print, display, reproduce, distribute or publish any information from the WEBSITE/APPLICATION without the express, prior, written consent of WELLOVATE. You may not rent, lease, sell, sublicense, assign, reverse engineer, disassemble, modify, loan, distribute, export or otherwise transfer technology or other information, including any printed materials of the same, nor may you create derivative works of or otherwise modify the same. This license will automatically terminate if you do not comply with the terms of this Agreement. At any time, we may, without further notice, make changes to the WEBSITE/APPLICATION, to these Terms and/or to the services described in these Terms.

3. **ADDITIONAL TERMS OF USE.**

You understand that we may use your feedback or suggestions without any obligation to compensate you for them (just as you have no obligation to offer them).

You will not post unauthorized commercial communications (such as spam) on WELLOVATE.

You will not collect users' content or information, or otherwise access WELLOVATE, using automated means

(such as harvesting bots, robots, spiders, or scrapers).

You will not upload viruses or other malicious code.

You will not solicit login information or access an account belonging to someone else.

You will not bully, intimidate, or harass any user.

You will not post content that: is hate speech, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.

You will not use WELLOVATE to do anything unlawful, misleading, malicious, or discriminatory.

You will not do anything that could disable, overburden, or impair the proper working or appearance of WELLOVATE.

You agree to not create more than one personal account.

You agree to not provide any false personal information.

You agree to keep your contact information up-to-date and accurate.

You agree that you will not share your password, allow others to access your account, or do anything that may endanger the security of your account.

You agree that you will not do anything that infringes upon or violates the rights of others.

We reserve the right to add, remove, or edit any content or information on WELLOVATE (including information or content that you post) at any time for any reason. If you are found to be in violation of these terms, we reserve the right to disable your account.

You provide consent and all the necessary rights to enable users to sync their mobile, wearable, and other electronic devices with any information that is visible to them on WELLOVATE. This includes through the use of an application.

You will not modify, create derivative works of, decompile, or otherwise attempt to extract source code from us, unless you are expressly permitted to do so under an open source license, or we give you express written permission.

Your continued use of the WELLOVATE Services, following notice of the changes to our terms, policies or guidelines, constitutes your acceptance of our amended terms, policies or guidelines.

If you violate the letter or spirit of this Statement, or otherwise create risk or possible legal exposure for us, we can stop providing all or part of WELLOVATE to you.

If anyone brings a claim against us related to your actions, content or information on WELLOVATE, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim. Although we provide rules for user conduct, we do not control or direct users' actions on WELLOVATE and are not responsible for the content or information users transmit or share on WELLOVATE. We are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content or information you may encounter on WELLOVATE. We are not responsible for the conduct, whether online or offline, of any user of WELLOVATE.

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4. **DISCLAIMERS.**

- (a) **NO WARRANTIES; INDEMNIFICATION.** YOU EXPRESSLY AGREE THAT YOUR USE OF THE WEBSITE/APPLICATION IS AT YOUR SOLE RISK. THE WEBSITE/APPLICATION AND THE CONTENT IS PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, UNLESS SUCH WARRANTIES ARE LEGALLY

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(c) **INDEMNIFICATION.** You agree to defend, indemnify and hold WELLOVATE and its affiliates, subsidiaries, owners, directors, officers, employees and agents harmless from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, damages, expenses and costs (including without limitation reasonable attorneys' fees) assessed or incurred by WELLOVATE, directly or indirectly, with respect to or arising out of: (i) your failure to comply with these Terms; (ii) your breach of your obligations under these Terms; (iii) your use of the rights granted hereunder, including without limitation any claims made by any third parties; and/or (iv) your violation of any third party right, including without limitation any copyright, property, or privacy right.

(d) **NOT INVESTMENT ADVICE.** WELLOVATE DOES NOT INTEND TO PROVIDE ANY INVESTMENT ADVICE OR INFORMATION RELATING TO ITSELF OR ANY WELLOVATE IDENTIFIED ON THE WEBSITE/APPLICATION. Nevertheless, the WEBSITE/APPLICATION may, from time to time, contain information on the current or prospective financial condition of this and/or certain other companies. WELLOVATE cautions that there are various important factors that could cause actual results to differ materially from those indicated in the information you may encounter on the WEBSITE/APPLICATION. Accordingly, there can be no assurance that such indicated results will be realized. These factors include, among other things, legislative and regulatory initiatives regarding regulation of American companies doing business abroad; political and economic conditions and developments in the United States and in foreign countries in which the companies discussed on the WEBSITE/APPLICATION operate; financial market conditions and the results of financing efforts; and changes in commodity prices and interest rates.

5. **LIMITATION OF LIABILITY.** WELLOVATE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE WEBSITE/APPLICATION, AND/OR ANY SERVICE PROVIDED IN CONNECTION WITH THE WEBSITE/APPLICATION SHALL BE THE CANCELLATION OF YOUR USER ACCOUNT WITH WELLOVATE. IN NO EVENT WILL WELLOVATE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF THE WEBSITE/APPLICATION AND/OR ANY SERVICE PROVIDED IN CONNECTION WITH THE WEBSITE/APPLICATION, AND/OR ANY SERVICE PROVIDED IN CONNECTION WITH THE WEBSITE/APPLICATION, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE WEBSITE/APPLICATION, AND/OR ANY SERVICE PROVIDED IN CONNECTION WITH THE WEBSITE/APPLICATION, INCLUDING, BUT NOT LIMITED TO, (A) ERRORS,

MISTAKES, OR INACCURACIES OF CONTENT, (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITE/APPLICATION, AND/OR ANY SERVICE PROVIDED IN CONNECTION WITH THE WEBSITE/APPLICATION, (C) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR COMPUTER SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE/APPLICATION, AND/OR ANY SERVICE PROVIDED IN CONNECTION WITH THE WEBSITE/APPLICATION, AND/OR (E) ANY VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS THAT MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE/APPLICATION, AND/OR ANY SERVICE PROVIDED IN CONNECTION WITH THE WEBSITE/APPLICATION BY ANY THIRD PARTY OR FOR ANY LOSS OR DAMAGE OF ANY KIND. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS WELLOVATE'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

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6. **PRIVACY.** Personal data that you provide regarding yourself will be handled in accordance with WELLOVATE's Privacy Policy located at www.WELLOVATE.com/privacy.
7. **ADDITIONAL PRIVACY TERMS AND CONDITIONS.**
 - (a) You agree that WELLOVATE or others working for WELLOVATE may collect, use, retain and process technical data and related information, including but not limited to technical information about your device, system and Website/Application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, support and other services to you (if any) related to the Website/Application. WELLOVATE or others working for WELLOVATE may use this information to improve and/or to provide to you its products, processes, services or technologies, or as required by

law or legal process. WELLOVATE or others working for WELLOVATE may collect and/or use information that identifies you personally if you choose to provide such information to WELLOVATE or those working for WELLOVATE (e.g., by using a feedback function within the Website/Application) or otherwise give your permission for such use, or if required by law or legal process.

- (b) WELLOVATE will have no obligation to provide this Website/Application, may change the form and nature of this Website/Application at any time with or without notice to you, will have no liability whatsoever to you or any third party for any failure of this Website/Application, may cease providing this Website/Application at any time with or without notice to you, and will have no obligation to retain any materials you may provide to WELLOVATE on its servers or return any such materials to you before deleting them from WELLOVATE's servers.

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10. **LOCAL LAWS.** WELLOVATE makes no representation that content or materials in the Web Site are appropriate or available for use in jurisdictions outside the United States. Access to the Web Site from jurisdictions where such access is illegal is prohibited. If you choose to access the Web Site from other jurisdictions, you do so on your own initiative and are responsible for compliance with applicable local laws. WELLOVATE is not responsible for any violation of law. You may not use or export the Content or materials in the Web Site in violation of U.S. export laws and regulations. You agree that the Web Site, these Terms and the Online Service shall be interpreted and governed in accordance with federal law and, to the extent not preempted by federal law, with the laws of the state where WELLOVATE maintains your Account, or, if WELLOVATE transfers your Account to another location, where WELLOVATE currently maintains your Account. The Web Site and the Online Service shall be deemed a passive web site and service that does not give rise to personal jurisdiction over WELLOVATE, either specific or general, in jurisdictions other than the states covered by the preceding sentence. You agree and hereby submit to the exclusive personal jurisdiction of the state and federal courts located where WELLOVATE maintains your Account, or, if WELLOVATE transfers your Account to another location, where WELLOVATE currently maintains your Account. You further agree to comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which you reside (if different from the United States).
11. **AVAILABILITY.** Information that WELLOVATE publishes in the WEBSITE/APPLICATION may contain references or cross-references to products, programs or services of WELLOVATE that are not necessarily announced or available in your area. Such references do not mean that WELLOVATE will announce any of those products, programs or services in your area at any time in the future. You should contact WELLOVATE for information regarding the products, programs and services that may be available to you, if any.
12. **NON-TRANSFERABILITY OF USER ACCOUNT.** User Accounts and User IDs are non-transferable, and all users are obligated to take preventative measures to prohibit unauthorized users from accessing the WEBSITE/APPLICATION with his or her User ID and password. You may not assign these Terms, in whole or in part, or delegate any of your responsibilities hereunder to any third party. Any such attempted assignment or delegation will not be recognized by WELLOVATE unless acknowledged by WELLOVATE in

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13. **TERMINATION OF SERVICE.** We may terminate your User Account or right to access secured portions of the WEBSITE/APPLICATION at any time, without notice, for conduct that we believe violates these Terms and/or is harmful to other users of the WEBSITE/APPLICATION, to WELLOVATE, to the business of the WEBSITE/APPLICATION's Internet service provider, or to other information providers.
14. **CUSTOMER COMMENTS.** We welcome the submission of comments, information or feedback. By submitting information through the WEBSITE/APPLICATION, you agree that the information submitted shall be subject to the WELLOVATE Privacy Policy.
15. **MISCELLANEOUS.** If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and WELLOVATE's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. These Terms and the WELLOVATE WEBSITE/APPLICATION Privacy Policy are the entire agreement between you and WELLOVATE with respect to your use of the WEBSITE/APPLICATION and supersede any and all prior communications and prior agreements, whether written or oral, between you and WELLOVATE regarding the WEBSITE/APPLICATION.

Your Consent To This Agreement

By accessing or using the WEBSITE/APPLICATION, you consent to and agree to be bound by the foregoing Terms and Conditions. If we decide to change these Terms, we will make an effort to post those changes on the web page so that you will always be able to understand the terms and conditions that apply to your use of the WEBSITE/APPLICATION. Your use of the WEBSITE/APPLICATION following any amendment of these Terms will signify your assent to and acceptance of its revised terms.

If you have additional questions or comments of any kind, or if you see anything on the WEBSITE/APPLICATION that you think is inappropriate, please let us know by email contact@wellovate.com or by phone at:

WELLOVATE

(828) 278-8264

contact@wellovate.com

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