

Satva Wellness Expert Terms and Conditions

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PLEASE READ THESE WELLNESS EXPERT TERMS AND CONDITIONS (“EXPERT TERMS”) CAREFULLY. BY REGISTERING AND/OR USING THE SITE OR SERVICES PROVIDED BY SATVA OR ITS AFFILIATES, YOU ARE CERTIFYING THAT YOU HAVE READ, ACCEPTED, AND AGREED TO BE BOUND BY THESE EXPERT TERMS. WE MAY MODIFY THE PROVISIONS OF THESE EXPERT TERMS WITHOUT NOTIFYING YOU, SO PLEASE CHECK BACK OFTEN FOR UPDATES.

These Expert Terms govern the access or use by you, an individual (“you” or “Wellness Expert”) who is utilizing our website www.satva.ai, all affiliated websites, including mobile websites and applications, owned and operated by us, our predecessors or successors in interest (collectively, the “Site”) as an alternative or integrative healthcare provider to provide wellness services to users of the Site. These Expert Terms incorporate by reference all terms, conditions rules, policies and guidelines on the Site, including the Satva User Terms and Conditions (“Terms and Conditions”). Your use of the Site is subject to the Terms and Conditions, except to the extent those terms conflict with these Expert Terms, in which case these Expert Terms shall control.

Wellness Expert Use of Satva Platform

Satva is not a party to the dealings between any user and Wellness Expert, including, but not limited to, consultations, diagnostic services, and treatment plans. Satva does not match users and Wellness Experts. Satva merely makes the Site available to enable users to identify and determine the suitability of Wellness Experts for themselves, and though Satva may recommend Wellness Experts to users, they are fully responsible for making a selection of Wellness Expert. Satva does not, in any way, supervise, direct, or control any Wellness Expert or Wellness Expert’s services. Satva will not provide any Wellness Expert with training, equipment or materials needed to provide their services. Satva does not provide the premises at which the Wellness Expert will perform their services. Satva makes no representations about, and does not guarantee the quality, safety, or legality of, the services offered by the Wellness Experts; the

truth or accuracy of any Wellness Expert's profile on the Site; the qualifications, background, or identities of Wellness Experts; the ability of Wellness Experts to deliver their services; the ability of users to pay for the Wellness Expert's services; or that a user or Wellness Expert can or will actually complete a transaction. ALL WELLNESS EXPERT SERVICES, AND ALL INFORMATION, DATA AND ACTIVITY RELATED THERETO, ARE PROVIDED "AS IS," AND ON AN "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

Satva is not required to and may not verify any feedback or information given to us by Wellness Experts or users. Nor does Satva perform criminal background checks on Wellness Experts.

Satva may provide information on the Site about a Wellness Expert, such as feedback, user ratings, reviews, geographical location, or verification of identity or credentials. However, such information is based solely on data that Wellness Experts or users voluntarily submit to Satva and does not constitute and will not be construed as an endorsement or recommendation by Satva. Satva provides such information solely for the convenience of users and Satva disclaims any warranties related to such information, including any truth, accuracy, completeness or currency thereof.

Prior Misconduct

By registering as a Wellness Expert, you represent that you have not been convicted of, plead guilty to, or admitted committing a felony or any offense involving professional malpractice, dishonesty or deception (e.g., theft, fraud, etc.) and that you have not been sued for malpractice, fraud, breach of a confidentiality or non-disclosure agreement, breach of fiduciary duty, or any similar action. You further represent that: (i) you are not, and have not been, the target or subject of any disciplinary proceeding brought by any professional licensing organization, accreditation organization, regulatory authority, self-regulatory organization or other law enforcement body; and (ii) you have not been debarred, excluded, suspended or otherwise not permitted to participate in any government or state programs. Should your status change with respect to any of these representations, you shall immediately notify Satva and deactivate your Wellness Expert profile on the Site. Satva reserves the right to deactivate your account on the

occurrence or suspicion of the same, but shall not be under any obligation to do so and disclaims any liability arising as a result of the same.

Compliance with laws; Licensing

You agree not to disclose any patient or other information prohibited to be disclosed under applicable laws, rules or regulations, including without limitation, HIPAA. You agree to comply with all laws, rules and regulations applicable to your provision of healthcare and wellness services. Furthermore, you represent to Satva that you are duly licensed in any jurisdictions in which you are currently practicing, and that you are not named on any black list or prohibited list issued by any regulatory or government authority. You agree that you will promptly notify Satva and deactivate your account and Wellness Expert Profile in the event that any of the representations in this paragraph cease to be true, and Satva reserves the right to deactivate your account on the occurrence of the same, but shall not be under any obligation to do and disclaims any liability arising as a result of the same. You agree to provide Satva copies of all licenses, accreditation certificates and other relevant documentation upon registering on the Site to demonstrate your ability to offer healthcare and wellness services in your jurisdiction.

Wellness Expert Profile

You agree to provide Satva with accurate and complete biographical information (“Profile”), including, but not limited to, a description of your wellness practice, skills, professional history, educational background, accreditations, payment credentials and to promptly update that information as it changes. Satva may verify information provided by you. Satva or users may ask you for other information about yourself, including your ability, availability, or suitability to consult on particular topics or in general. As a part of registering to use the Service, Satva will perform a screening process to collect and verify your relevant Wellness Profile details and you agree to fully cooperate in any such screening process. You will also be required to provide Satva or its designated payment gateway with payment credentials and other required bank details in order to set up payment processing on the Site. Collectively, all such information collected about you, as well as any information on the Site’s Wellness Expert Profile and any photographs or images you choose to add to your profile, are your “Wellness Expert Information.” You are solely responsible for maintaining and updating your Wellness Expert Information and ensuring its accuracy. You agree not to perform any services on the Site unless your Wellness Expert

Information is accurate, complete, and current. You understand that Satva and its users are entitled to rely on your Wellness Expert Information.

Your Relationship with Users

As a Wellness Expert, you and only you decide what users you will accept as clients. You are under no obligation to Satva to accept particular users. You are free to perform services independent of the Site for any person or business, provided that for any users introduced to you through Satva, you agree to only use the Site to perform services for those users. If your relationship with Satva terminates for any reason, you agree not to provide services to users introduced to you through the Site for a period of one year after the date of termination. Satva makes no representation regarding the numbers of patients you will receive through the Site.

Payment Terms

Users and Wellness Experts are obligated to use the Site to pay for and receive payment for their healthcare services if they identified each other through the Site. When a client pays a Wellness Expert for healthcare and wellness services through the Site, Satva will pay out the amount to the Wellness Expert, less a commission fee that Satva earns for creating, hosting, maintaining, and providing the Site. Commission fees are further described on the Site. All interactions between user and Wellness Expert must be performed through the Site.

In the event Wellness Expert does not appear for a scheduled session with a client, Satva reserves the right to offer the client a full refund for the session.

Reviews and Ratings

After a Wellness Expert completes a session with a user, we ask the user to rate and review the quality of their experience with regard to the services the Wellness Expert performed. These ratings and reviews are accessible by any user with access to your profile through the Site. You agree that if you receive a negative review and/or rating from a user, neither Satva nor the user are liable for any loss, cost, expense, claim or damage, of any nature, from such review or rating. If your ratings go below 3 stars on average, Satva reserves the right to deactivate your Wellness

Expert Profile and your ability to be appear on the Site. You release Satva, and any and all persons acting under its permission or authority from any claim, liability, or action in law, including any claims for defamation, copyright infringement, or invasion of privacy, arising in connection with your Wellness Expert Information and/or ratings and reviews.

SATVA IS NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE IN RELATION TO THESE EXPERT TERMS, INCLUDING BUT NOT LIMITED, FROM THE USER'S RELIANCE ON THE QUALITY, ACCURACY, OR RELIABILITY OF YOUR WELLNESS EXPERT PROFILE RATINGS, REVIEWS (INCLUDING THEIR CONTENT, ORDER, AND DISPLAY), OR METRICS FOUND ON, USED ON, OR MADE AVAILABLE THROUGH THE SITE.

Termination

You have the right to withdraw from the Site as a Wellness Expert at any time upon prior written notice to Satva. Satva may suspend, limit, or cancel your access to the Site at any time for any reason without notice, including because: (i) we believe you have violated these Expert Terms; (ii) we believe you have violated our rights or the rights of any third party; (iii) we are unable to verify or authenticate information you have provided to us; or (iv) we believe your actions may create liabilities for you, us or a third party.

Disclaimers; Limitation of Liability; Indemnification

THE WELLNESS EXPERT EXPRESSLY UNDERSTANDS AND AGREES THAT SATVA WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF SATVA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) (COLLECTIVELY, "DAMAGES"), RESULTING FROM: (A) THE USE OR INABILITY TO USE THE SITE; (B) THE COST OF ANY GOODS AND/OR SERVICES PURCHASED OR OBTAINED AS A RESULT OF THE USE OF THE SITE; (C) DISCLOSURE OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR WELLNESS EXPERT INFORMATION; (D) WELLNESS EXPERT INFORMATION THE WELLNESS EXPERT MAY SUBMIT, RECEIVE, ACCESS, TRANSMIT OR OTHERWISE CONVEY THROUGH THE SITE OR PURSUANT TO THESE EXPERT

TERMS; (E) STATEMENTS OR CONDUCT OF ANY USER OR OTHER THIRD PARTY THROUGH THE SITE; (F) ANY OTHER MATTER RELATING TO THE SITE; (G) ANY BREACH OF THESE EXPERT TERMS BY SATVA OR THE FAILURE OF SATVA TO PROVIDE SERVICES UNDER THESE EXPERT TERMS; (H) ANY USER CONTENT POSTED; OR (I) ANY OTHER DEALINGS OR INTERACTIONS THE WELLNESS EXPERT HAS WITH ANY OTHER WELLNESS EXPERT (OR ANY OF THEIR REPRESENTATIVES OR AGENTS). THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to the Wellness Expert.

TO THE EXTENT SATVA IS FOUND LIABLE FOR ANYTHING RELATED TO THIS AGREEMENT OR THE USE OF THE SERVICES, SATVA'S LIABILITY FOR DAMAGES WILL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00).

The Wellness Expert agrees to indemnify and hold Satva and each of its affiliates and subsidiaries and each of their respective owners, officers, agents, managers, partners, employees, agents and representatives harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees (whether incurred in enforcing these Expert Terms or otherwise), made by any third party due to or arising out of the Wellness Expert's use of the Site.

Satva may modify or restate the the Expert Terms and such modification(s) will be effective immediately upon being posted on the Site. Satva will make note of the date of the last update to the Expert Terms on the first page of these Expert Terms. The Wellness Expert is responsible for reviewing these terms and conditions regularly. The Wellness Expert's continued use of the Site after such modifications will be deemed to be the Wellness Expert's conclusive acceptance of all modifications to these Expert Terms.

The Wellness Expert agrees that Satva shall be entitled to payment from the Wellness Expert for any and all out-of-pocket costs, including, without limitation, attorneys' fees, incurred by Satva in connection with enforcing these Expert Terms or otherwise.

The Site may be subject to limitations, delays and other problems inherent in the use of the internet and electronic communications. Satva is not responsible for any delays, failures or other damage resulting from such problems.

These Expert Terms may not be re-sold or assigned by the Wellness Expert. If the Wellness Expert assigns, or tries to assign, these Expert Terms, such assignment or attempted assignment will be void and unenforceable. It will not be considered a waiver of Satva's rights if Satva fails to enforce any of the terms or conditions of these Expert Terms against the Wellness Expert. No joint venture, partnership, employment or agency relationship exists between the Wellness Expert and Satva as a result of these Expert Terms or use of the Site.

The person agreeing to these Expert Terms on behalf of the Wellness Expert hereby represents and warrants that he/she has the power and authority to bind the Wellness Expert and that these Expert Terms constitute a valid and binding agreement of the Wellness Expert.

IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THESE EXPERT TERMS, YOU MUST NOT USE THE SITE. BY USING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THESE EXPERT TERMS AND YOU AGREE TO BE BOUND BY THESE EXPERT TERMS.

General Terms.

These Expert Terms and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions. You hereby irrevocably and unconditionally consent to the jurisdiction of the state and federal court in Santa Clara County, California. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out or related to your use of the Site or these Expert Terms shall be filed within one (1) year after such claim or cause of action arose or will forever be barred.

These Expert Terms constitute the entire and exclusive understanding and agreement between Satva and you regarding the Site, and these Expert Terms supersede and replace any and all prior oral or written understandings or agreements between Satva and you regarding the Site. If any provision of these Expert Terms is held invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Expert Terms will remain in full force and effect.

You may not assign or transfer these Expert Terms, by operation of law or otherwise, without Satva's prior written consent. Any attempt by you to assign or transfer these Expert Terms, without such consent, will be null and of no effect. Satva may freely assign or transfer these

Expert Terms without restriction. Subject to the foregoing, these Expert Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Any notices or other communications provided by Satva under these Expert Terms, including those regarding modifications to these Expert Terms, will be given: (i) by Satva via email; or (ii) by posting to the Site. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

Satva's failure to enforce any right or provision of these Expert Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Satva. Except as expressly set forth in these Expert Terms, the exercise by either party of any of its remedies under these Expert Terms will be without prejudice to its other remedies under these Expert Terms or otherwise.