

Satva Terms and Conditions

Last updated: April 30, 2019

Welcome to Satva! These Terms and Conditions (“Terms”) govern your use of our online interfaces and properties owned and controlled by Satva, Inc. (“Satva”), including the www.satva.ai website (the “Site”) and our mobile device application (the “App”). To make these Terms easier to read, the Site, our services and the App are collectively called the “Services.” Please read these Terms carefully because they govern your use of our Services. By using our Services, you agree to be bound by these Terms. If you don’t agree to be bound by these Terms, do not use the Services.

Satva Platform.

Satva does not provide any wellness and healthcare services itself. Instead, Satva provides a technology platform through which alternative healthcare providers (“Wellness Experts”) can communicate with you and collaborate with you in developing and implementing a treatment plan. All of the Wellness Experts are independent of Satva and use the Service as a way to interact with you. Wellness Experts are not employees of Satva. Any information or advice received from a Wellness Expert comes from them alone, and not from Satva. Your interactions with the Wellness Experts via the Service are not intended to take the place of your relationship with your medical doctors or other regular healthcare practitioners. Neither Satva, nor any of its subsidiaries or affiliates or any third party who may promote the Service or provide a link to the Service, shall be liable for any medical advice obtained from a Wellness Expert via the Service or for any other information obtained through the Services. Satva does not endorse any specific tests, practitioners, medications, products or procedures that are recommended by Wellness Expert that may use Satva to communicate with you. You acknowledge that your reliance on any Wellness Expert or information provided by the Wellness Experts via the Service is solely at your own risk and you assume full responsibility for all risk associated herewith.

Satva does not make any representations or warranties about the training or skill of any Wellness Experts who provide services via the Service. You will be provided with a list of available Wellness Experts based solely on the information you provide to Satva. You are ultimately responsible for choosing your particular Wellness Expert.

Privacy Policy.

Please refer to our Privacy Policy for information on how we collect, use and disclose information from our users. You acknowledge and agree that your use of the Services is subject to our Privacy Policy.

Updates to these Terms.

We may modify the Terms at any time, in our sole discretion. If we do so, we'll let you know either by posting the modified Terms through the Services or through other communications. It's important that you review the Terms whenever we modify them because if you continue to use the Services after we have posted modified Terms, you are indicating to us that you agree to be bound by the modified Terms. If you don't agree to be bound by the modified Terms, then you may not use the Services anymore.

Eligibility.

You may use the Services only if you are 18 years or older and capable of forming a binding contract.

User Accounts.

When you register on the Service, you are required to create an account ("Account") by entering your name, email address, password and certain other information collected by Satva (collectively "Account Information"). To create an Account, you must be of legal age to form a binding contract. If you are not of legal age to form a binding contract, you may not register to use our Services. You agree that the Account Information that you provide to us at all times, including during registration and in any information you upload through the Services, will be true, accurate, current, and complete. You may not transfer or share your Account password with anyone, or create more than one Account. You are responsible for maintaining the confidentiality of your Account password and for all activities that occur under your Account. Satva reserves the right to take any and all action, as it deems necessary or reasonable, regarding the security of the Services and your Account Information. In no event and under no circumstances shall Satva be held liable to you for any liabilities or damages resulting from or arising out of your use of the Services, your use of the Account Information or your release of the Account Information to a third party. You may not use anyone else's account at any time.

Access Rights.

We hereby grant to you a limited, non-exclusive, nontransferable right to access and use the Services solely for your personal non-commercial use and only as permitted under these Terms and any separate agreements you may have entered into with us ("Access Rights"). We reserve the right, in our sole discretion, to deny or suspend use of the Services to anyone for any reason. You agree that you will not, and will not attempt to: (a) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; (b) use the Services to violate any local, state, national or international law; (c) reverse engineer, disassemble, decompile, or translate any software or other components of the Services; (d) distribute viruses or other harmful computer code through the Services; or (e) otherwise use the Services in any manner

that exceeds the scope of use granted above. In addition, you agree to refrain from abusive language and behavior which could be regarded as inappropriate, or conduct that is unlawful or illegal, when communicating with Wellness Experts through the Services and to refrain from contacting Wellness Experts for telemedicine services outside of the Services. We strongly recommend that you do not use the Services on public computers. We also recommend that you do not store your Account password through your web browser or other software.

Service Modifications and Limitations.

The Services change frequently, and their form and functionality may change without prior notice to you. We may provide updates (including automatic updates) for the Services as and when we see fit. This may include upgrades, modifications, bug fixes, patches and other error corrections and/or new features (collectively, "Updates"). Certain portions of our Services may not properly operate if you do not install all Updates. You acknowledge and agree that the Service may not work properly if you do not allow such Updates and you expressly consent to automatic Updates. Further, you agree that the Terms (and any additional modifications of the same) will apply to any and all Updates to the Services. We may change, suspend, or discontinue any or all of the Services at any time, including the availability of any product, feature, or content. In addition, we have no obligation to provide any Updates or to continue to provide or enable any particular features or functionality of any Service. We may also impose limits on certain Services or restrict your access to part or all of the Services without notice or liability.

Payment Terms.

You agree to pay for any services performed by a Wellness Expert through the Services. You agree to pay all fees or charges to your Account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. By providing Satva with your credit card number or PayPal account and associated payment information ("Payment Information"), you agree that Satva is authorized to immediately invoice your account for all fees and charges due and payable to Satva hereunder and that no additional notice or consent is required. You represent and warrant that you have the legal right to use all payment method provided to Satva in connection with the Services.

If you choose to make a purchase via the Services, you authorize us to provide your Payment Information to third party service providers so we can complete your transaction and agree (a) to pay the applicable fees and any taxes; (b) that Satva may charge your credit card or third party payment processing account, including, but not limited to, your account with the app store or distribution platform (like the Apple App Store, Google Play or the Amazon Appstore) where the App is made available (each, an "App Provider"), for verification, pre-authorization and payment purposes; and (c) to bear any additional charges that your App Provider, bank or other financial service provider may levy on you as well as any taxes or fees that may apply to your order. You'll receive a confirmation email after we confirm the payment for your order. Your

order is not binding on Satva until accepted and confirmed by Satva. All payments made are non-refundable and non-transferable except as expressly provided in these Terms.

Ownership.

The Service and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by Satva, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. These Terms permit you to use the Services for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Services except as generally and ordinarily permitted through the Services according to these Terms. You must not access or use for any commercial purposes any part of the Services or any services or materials available through the Services.

Trademarks.

Certain of the names, logos, and other materials displayed through the Services may constitute trademarks, trade names, service marks or logos (“Marks”) of Satva or other entities. You are not authorized to use any such Marks without the express written permission of Satva. Ownership of all such Marks and the goodwill associated therewith remains with us or those other entities.

Content Ownership

For purposes of these Terms, (i) “Content” means text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Services; and (ii) “User Content” means any Content that users (including you) provide to be made available through the Services, including without limitation reviews, ratings, audio recordings and video recordings. Content includes User Content.

Satva does not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit your User Content. By making any User Content available through Services you hereby grant to Satva non-exclusive, transferable, sublicenseable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, distribute, publicly display, publicly perform and distribute your User Content in connection with operating and providing the Services and Content to you and to other users.

Subject to your compliance with these Terms, Satva grants you a limited, non-exclusive, non-transferable, non-sublicenseable license to download, view, copy and display the Content

solely in connection with your permitted use of the Services and solely for your personal and non-commercial purposes.

Rights in App.

Subject to your compliance with these Terms, Satva grants you a limited non-exclusive, non-transferable, non-sublicenseable license to download and install a copy of the App on a mobile device or computer that you own or control and to run such copy of the App solely for your own personal non-commercial purposes. Satva reserves all rights in and to the App not expressly granted to you under these Terms. You may not copy the App, except for making a reasonable number of copies for backup or archival purposes. Except as expressly permitted in these Terms, you may not: (i) copy, modify or create derivative works based on the App; (ii) distribute, transfer, sublicense, lease, lend or rent the App to any third party; (iii) reverse engineer, decompile or disassemble the App; or (iv) make the functionality of the App available to multiple users through any means.

Prohibitions.

You agree not to do any of the following:

- Post, upload, publish, submit or transmit any User Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances;
- Use, display, mirror or frame the Services, or any individual element within the Services, Satva's name, any Satva trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Satva's express written consent;
- Access, tamper with, or use non-public areas of the Services, Satva's computer systems, or the technical delivery systems of Satva's providers;
- Attempt to probe, scan, or test the vulnerability of any Satva system or network or breach any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Satva or any of Satva's providers or any other third party (including another user) to protect the Services;
- Attempt to access or search the Services or download Content from the Services through the use of any engine, software, tool, agent, device or mechanism (including spiders,

robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Satva or other generally available third party web browsers;

- Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- Use any meta tags or other hidden text or metadata utilizing a Satva trademark, logo URL or product name without Satva's express written consent;
- Use the Services for any commercial purpose or the benefit of any third party or in any manner not permitted by these Terms;
- Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services to send altered, deceptive or false source-identifying information;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;
- Impersonate or misrepresent your affiliation with any person or entity;
- Violate any applicable law or regulation; or
- Encourage or enable any other individual to do any of the foregoing.

Although we're not obligated to monitor access to or use of the Services or Content or to review or edit any Content, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms, and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider any Content to be objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

Links to Third Party Websites or Resources

The Services may contain links to third-party websites or resources. We provide these links only as a convenience and are not responsible for the content, products or services on or available from those websites or resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party websites or resources.

Termination.

You may deactivate your Account and end your registration at any time, for any reason by sending an email to hello@satva.ai. Satva may suspend or terminate your use of the Services,

your Account and/or registration for any reason at any time. Subject to applicable law, Satva reserves the right to maintain, delete or destroy all communications and materials posted or uploaded through its Services pursuant to its internal record retention and/or content destruction policies. After such termination, Satva will have no further obligation to provide the Services, except to the extent we are obligated to provide you access to your health records. Upon any termination, discontinuation or cancellation of Services or your Account, all provisions of these Terms which by their nature should survive will survive, including, without limitation, ownership provisions, warranty disclaimers, limitations of liability, and dispute resolution provisions.

Feedback.

We welcome feedback, comments and suggestions for improvements to the Services (“Feedback”). You can submit Feedback by emailing us at hello@satva.ai. You grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicenseable and transferable license under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.

Disclaimer of Warranties.

YOU EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. SATVA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, NON-INFRINGEMENT, TITLE, OPERABILITY, CONDITION, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA AND SYSTEM INTEGRATION.

Limitation of Liability.

YOU UNDERSTAND THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL SATVA OR ITS OFFICERS, EMPLOYEES, DIRECTORS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR RELATED TO YOUR USE OF THE THE SERVICES, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, STATUTE OR OTHERWISE.

To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such applicable law.

In no event will Satva's total liability arising out of or in connection with these terms or from the use of or inability to use the Services exceed the amounts you have paid to Satva for use of the Services or fifty dollars (\$50), if you have not had any payment obligations to Satva, as applicable. The exclusion and limitations of damages set forth above are fundamental elements of the basis of the bargain between Satva and you.

Indemnification.

You agree to indemnify, defend and hold harmless Satva, its officers, directors, employees, agents, subsidiaries, affiliates, licensors, and suppliers, harmless from and against any claim, actions, demands, liabilities and settlements, including without limitation reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms.

Claims of Copyright Infringement.

We disclaim any responsibility or liability for copyrighted materials posted through our Services. If you believe that your work has been copied in a manner that constitutes copyright infringement, please follow the procedures set forth below.

Satva respects the intellectual property rights of others and expects its users to do the same. In accordance with the Digital Millennium Copyright Act ("DMCA"), we will respond promptly to notices of alleged infringement that are reported to the agent that we have designated to receive notifications of claims of infringement below (the "Designated Copyright Agent").

Notices of Alleged Infringement for Content Made Available through the Services

If you are a copyright owner, authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through our Services by sending us a notice ("Notice") complying with the following requirements.

1. Identify the copyrighted works that you claim have been infringed.
2. Identify the material or link you claim is infringing (or the subject of infringing activity) and that access to which is to be disabled, including at a minimum, if applicable, the URL of the link shown on the Site or screenshot of the App where such material may be found.
3. Provide your mailing address, telephone number, and, if available, email address.
4. Include both of the following statements in the body of the Notice: "I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)." and "I

hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed.”

5. Provide your full legal name and your electronic or physical signature.

In accordance with the DMCA, Satva will respond promptly to claims of copyright or trademark infringement that are reported to hello@satva.ai.

General Terms.

These 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.

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

You may not assign or transfer these Terms, by operation of law or otherwise, without Satva's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. Satva may freely assign or transfer these Terms without restriction. Subject to the foregoing, these 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 Terms, including those regarding modifications to these Terms, will be given: (i) by Satva via email; or (ii) by posting to the Services. 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 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 Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

Contact Information.

If you have any questions about these Terms or the Services, please contact Satva at hello@satva.com.