

MEMBER TERMS OF USE

Last Updated: April 2024

1. ACCEPTANCE OF TERMS

(a) Medici Clinical Management, LLC (“**Dr Gabi**”) provides access to an online platform, mobile application and other components that facilitate the analysis of vital signs created from a member’s completion of facial scans for wellness purposes, as well as other health-related features made available through the Platform. (collectively, the “**Platform**”). Your access to or use of the Platform is subject to the terms and conditions in these Member Term of Use (the “**Member TOU**”). Dr Gabi may, in its sole discretion, update the Member TOU at any time. You can access and review the most-current version of the Member TOU at the URL for this page or by clicking on the applicable “Terms of Use” link within the Platform or as otherwise made available by Dr Gabi. BY CLICKING THE “I AGREE” BUTTON OR REGISTERING FOR AN ACCOUNT OR OTHERWISE ACCESSING OR USING THE PLATFORM, YOU AGREE TO BE BOUND BY THE MEMBER TOU, INCLUDING ANY UPDATES OR REVISIONS POSTED HERE OR OTHERWISE COMMUNICATED TO YOU. IF YOU DO NOT AGREE TO THESE TERMS, YOU SHOULD NOT ACCESS THE MOBILE APP (DEFINED IN SECTION 5(a)), OR YOU SHOULD DISCONTINUE USE THEREOF AND UNINSTALL THE MOBILE APP IMMEDIATELY.

(b) PLEASE REVIEW THE MEMBER TOU CAREFULLY. IT IMPOSES **BINDING ARBITRATION** AND A **WAIVER OF CLASS ACTIONS**. THE MEMBER TOU REQUIRES BINDING ARBITRATION TO RESOLVE ANY DISPUTE OR CLAIM ARISING FROM OR RELATING TO THE MEMBER TOU OR YOUR ACCESS TO OR USE OF THE PLATFORM, INCLUDING THE VALIDITY, APPLICABILITY OR INTERPRETATION OF THE MEMBER TOU (EACH, A “**CLAIM**”), AND YOU AGREE THAT ANY CLAIM WILL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, COLLECTIVE, CONSOLIDATED OR REPRESENTATIVE ACTION, ARBITRATION OR OTHER SIMILAR PROCESS. PLEASE REVIEW SECTION 19 CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO THE RESOLUTION OF ANY CLAIM..

(c) You represent and warrant that you are: (i) You represent and warrant that you are: (i) over 18 years of age (or using the Platform with the consent of a parent or legal guardian if between 13 and 18), and that you are legally authorized to make in-app purchases, including subscriptions; and (ii) not a person barred from accessing or using the Platform under the laws of the applicable jurisdiction in which you reside or from which you access or use the Platform.

2. OTHER AGREEMENTS AND TERMS

(a) In addition to the member TOU, your access to and use of the Platform are further subject to the Dr Gabi Privacy Policy (https://webapp.healthsco.re/medici_life_privacy_policy.pdf) and any usage or other policies relating to the Platform posted or otherwise made available to you by Dr Gabi (the Privacy Policy and any such usage or other policies, collectively, the “**Additional Terms**”).

(b) You acknowledge and agree that: (i) by accessing or using the Platform, Dr Gabi may receive certain information about you (the **"Member"**), including personal information, and Dr Gabi may collect, use, disclose, store and process such information in accordance with the Member TOU, including any Additional Terms; and (ii) technical processing and transmission of data, including Your Data (defined in Section 8(a)), associated with the Platform may require transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices.

3. ONLY A PLATFORM; INFORMED CONSENT

(a) Dr Gabi is a technology company that provides access to a software platform designed to facilitate health-related interactions and information exchange. Dr Gabi does not itself practice medicine or provide medical services.

(b) Any medical services made available through the Platform, including treatment decisions and the issuance of prescriptions, occur only in accordance with applicable law.

(c) Dr Gabi does not control, direct, or interfere with any professional or clinical judgment exercised in connection with such services.

(d) No results from your access to or use of the Platform can be guaranteed or assured.

(e) Technology-Enabled Functionality - The Platform may use automated or technology-enabled processes to support the operation of its features. Such processes do not independently diagnose conditions, prescribe medications, or make treatment decisions. Any medical services made available through the Platform, including prescribing activity, occur only in accordance with applicable law.

(f) The Platform is not intended for use in medical emergencies. Users should seek immediate in-person care or call emergency services if they believe they are experiencing an emergency.

4. REGISTRATION AND ACCOUNT

(a) In registering for a user account on the Platform you agree each and every time the Platform is accessed/utilised to: (i) provide true, accurate, current and complete information about yourself as prompted by the Platform's registration form (the **"Registration Data"**); (ii) allow Dr Gabi to obtain Registration Data about you from the practice management software; (iii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Dr Gabi reasonably suspects that you have done so, Dr Gabi may suspend or terminate your account.

(b) You may not share your account or password with anyone other than your designated friend or family member caregivers or other caregiver that you have selected to assist you with use of the Platform (each a **"Member-Designated Caregiver"**). You are fully responsible for all activities that occur under your account, whether or not you

authorized the particular use, and regardless of your knowledge of such use. Upon becoming aware of any unauthorized access to or use of your account or password or any other similar breach of security, you shall promptly notify Dr Gabi.

(c) If your account remains inactive for six months or longer, Dr Gabi reserves the right to suspend or terminate your account, with or without notice to you, and delete Your Data.

5. GRANT OF RIGHTS

(a) Dr Gabi grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to: (i) access and view pages within the Platform; (ii) access and use any online software, application and other similar component within the Platform, to the extent that the Platform provides you with access to or use of such component, but only in the form made accessible by Dr Gabi within the Platform; and (iii) install, run and operate applications that Dr Gabi makes available for accessing or using the Platform (each, a **"Mobile App"**) on a mobile/pc device that you own or control, but only in executable, machine-readable, object code form.

(b) All rights granted to you under the Member TOU are subject to your compliance with the Member TOU, including all Additional Terms, in all material respects and may only be exercised by you for your personal, non-commercial use or internal business purposes.

6. ACKNOWLEDGEMENTS REGARDING APPLE, INC., GOOGLE INC. AND OTHER APP STORE PROVIDERS

You acknowledge that these Member Terms of Use are between you and Dr Gabi and not with Apple, Inc. (**"Apple"**), Google Inc. (**"Google"**) or any sponsor or provider of any application marketplace (each an **"App Store Provider"**) and that as between Dr Gabi and an App Store Provider, Dr Gabi (not the applicable App Store Provider) is solely responsible for (i) the Web Based App (including the content therein) and (ii) addressing any of your, or third party's, claims relating to the Web Based App or your possession and/or use of the Web Based App. For the avoidance of doubt, as between an applicable App Store Provider and Dr Gabi, Dr Gabi will be solely responsible for the investigation, defense, settlement and discharge of any third party claim that the Web Based App or your possession and use of the Web Based App infringes such third party's intellectual property rights. YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NO APP STORE PROVIDER MAKES ANY WARRANTIES OR HAS ANY OBLIGATIONS (INCLUDING, FOR THE AVOIDANCE OF DOUBT, ANY OBLIGATION TO PROVIDE MAINTENANCE OR SUPPORT SERVICES) WHATSOEVER UNDER THESE TERMS OR HAS ANY WARRANTY OBLIGATIONS WITH RESPECT TO THE APPLICATION OR THE SERVICE. If you are using the Web Based App on any iOS-based device, (i) the licenses and other rights granted to you herein are granted to you only as permitted by, and subject to, any applicable "Usage Rules" set forth in the Apple App Store Terms and Conditions, and (ii) Apple and its subsidiaries, are third party beneficiaries of these Terms and, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce

these Terms against you as a third party beneficiary of these Terms. If you are using the App on any Android-based device, the licenses and other rights granted to you herein are granted to you only as permitted by and subject to any applicable Android Market Terms of Service established by Google. Apple is not responsible for the delivery, quality, or fulfillment of any subscriptions or digital content purchased through the Platform. Dr Gabi is solely responsible for providing access to any subscribed features and ensuring those services function properly.

7. THIRD-PARTY COMPONENTS AND EXTERNAL MATERIALS

(a) Some components of the Platform may be provided with or have incorporated into them third-party components licensed under open source license agreements or other third-party license terms (collectively, “**Third-Party Components**”). Third-Party Components are subject to separate terms and conditions set forth in the respective license agreements relating to such components. For more information regarding Third-Party Components, please contact legal@medi.ci.

(b) The Platform or users of the Platform may provide links or other connections to other websites or resources. Dr Gabi does not endorse and is not responsible for any content, advertising, products, services or other materials on or available through such sites or resources (collectively, “**External Materials**”). External Materials are subject to different terms of use and privacy policies. You are responsible for reviewing and complying with such terms of use and privacy policies.

8. RESPONSIBILITY FOR DATA

(a) All information, data, data records, databases, text, software, images, graphics, videos, messages, scripts, tags and other materials accessible through the Platform, whether publicly posted or privately transmitted (“**Data**”), are the sole responsibility of the person from whom such Data originated. This means that you, and not Dr Gabi, are entirely responsible for all Data that you, or a Member-Designated Caregiver on your behalf, upload, post, email, transmit or otherwise make available through the Platform (“**Your Data**”), and other users of the Platform, and not Dr Gabi, are similarly responsible for all Data they upload, post, email, transmit or otherwise make available through the Platform.

(b) Dr Gabi has no obligation to pre-screen any Data, although Dr Gabi reserves the right in its sole discretion to pre-screen, refuse or remove any Data. Without limiting the generality of the foregoing sentence, Dr Gabi shall have the right to remove any Data that violates the Member TOU.

(c) You represent and warrant that: (i) you have all necessary rights and authority to grant the rights set forth in the Member TOU with respect to Your Data; (ii) you consent to the use, disclosure and analysis of Your Data as contemplated in the Member TOU; and (iii) Your Data does not violate any duty of confidentiality owed to another party, or the copyright, trademark, right of privacy, right of publicity or any other right of another party.

(d) HIPAA. Dr Gabi is not a healthcare provider. In connection with providing the Platform, Dr Gabi may receive, process, or store health information in accordance with applicable federal and state privacy laws, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), where applicable. Additional information regarding data practices is provided in the Privacy Policy, which is incorporated into these Terms by reference.

9. RIGHTS TO DATA

(a) Dr Gabi does not claim ownership of Your Data. However, you hereby grant Dr Gabi and its service providers and licensors a worldwide, royalty-free, non-exclusive, sublicensable, transferable right and license to use, reproduce, modify, adapt, create derivative works from, perform, display, distribute, make and have made Your Data in connection with (i) providing you with access to and use of the Platform, including in connection with the provision of services made available through the Platform in accordance with applicable law; (ii) performing analysis of Your Data for the purposes contemplated in the Member TOU and disclosing the results of such analysis to you and authorized recipients through the Platform; and (iii) improving the Platform.

(b) To the extent you have made any portion of Your Data accessible to others through the Platform, Dr Gabi may continue to make that portion of Your Data accessible to others through the Platform even after: (i) termination pursuant to Section 17; or (ii) your deletion of your account or that portion of Your Data from your account.

(c) As between Dr Gabi and you, Dr Gabi owns all rights, title and interest (including all intellectual property rights) in the Platform, and all improvements, enhancements or modifications thereto, including all Data and other materials therein (except with respect to Your Data). The Platform is protected by United States and international copyright, patent, trademark, trade secret and other intellectual property laws and treaties. Dr Gabi reserves all rights not expressly granted to you.

(d) You acknowledge and agree that Dr Gabi may collect or generate Aggregate Data (defined below) in connection with providing you with access to and use of the Platform, and you hereby grant Dr Gabi a perpetual, irrevocable, worldwide, royalty-free, fully-paid-up, non-exclusive, sublicensable, transferable right and license to use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make and have made Aggregate Data (in any form and any medium, whether now known or later developed) for any lawful purpose. **"Aggregate Data"** means Your Data or any Data generated through your access to or use of the Platform that has been aggregated or de-identified in a manner that does not reveal any personal information about you and cannot reasonably be used to identify you as the source of such data.

10. USER CONDUCT

In connection with your access to or use of the Platform, you shall not (subject to the limited rights expressly granted to you in Section 5):

(a) upload, post, email, transmit or otherwise make available any Data that: (i) is illegal, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful or otherwise objectionable; (ii) you are prohibited from making available under any applicable law or contractual or fiduciary obligation, such as confidential or proprietary information learned as part of an employment relationship or under a non-disclosure agreement; (iii) infringes any copyright, patent, trademark, trade secret or other proprietary right of any party; (iv) consists of unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, commercial electronic messages or any other form of solicitation; (v) contains software viruses or any other code, files or programs designed to interrupt, destroy, limit the functionality of, make unauthorized modifications to, or perform any unauthorized actions through any software or hardware; or (vi) consists of information that you know or have reason to know is false or inaccurate;

(b) use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make, have made, assign, pledge, transfer or otherwise grant rights to the Platform;

(c) reverse engineer, disassemble, decompile or translate, or otherwise attempt to derive the source code, architectural framework or data records of any software within or associated with the Platform;

(d) remove or obscure any proprietary notice that appears within the Platform;

(e) access the Platform for the purpose of developing, marketing, selling or distributing any product or service that competes with or includes features substantially similar to the Platform or any other products or services offered by Dr Gabi;

(f) rent, lease, lend, sell or sublicense the Platform or otherwise provide access to the Platform as part of a service bureau or similar fee-for-service purpose;

(g) impersonate any person or entity, including Dr Gabi personnel, or falsely state or otherwise misrepresent your affiliation with any person or entity;

(h) forge headers or otherwise manipulate identifiers to disguise the origin of any Data transmitted through the Platform;

(i) act in any manner that negatively affects the ability of other users to access or use the Platform;

(j) take any action that imposes an unreasonable or disproportionately heavy load on the Platform or its infrastructure;

(k) interfere with or disrupt the Platform or servers or networks connected to the Platform, or disobey any requirements, procedures, policies or regulations of networks connected to the Platform;

(l) frame or utilize any framing technique to enclose the Platform or any portion of the Platform (including any Data contained within the Platform);

(m) use spiders, crawlers, robots, scrapers, automated tools or any other similar means to access the Platform, or substantially download, reproduce or archive any portion of the Platform;

(n) sell, share, transfer, trade, loan or exploit for any commercial purpose any portion of the Platform, including your user account and password; or

(o) violate any applicable local, state, provincial, federal, international or other law or regulation.

11. SUGGESTIONS

If you elect to provide or make available to Dr Gabi any suggestions, comments, ideas, improvements or other feedback relating to the Platform ("**Suggestions**"), you hereby grant Dr Gabi a perpetual, irrevocable, worldwide, royalty-free, fully-paid-up, non-exclusive, sublicensable, transferable right and license to use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make or have made Suggestions in any form and any medium (whether now known or later developed), without credit or compensation to you.

12. MODIFICATIONS TO THE PLATFORM; MAINTENANCE AND AVAILABILITY

Dr Gabi reserves the right to modify, suspend or discontinue the Platform or any product or service to which it connects, with or without notice, and Dr Gabi shall not be liable to you or to any third party for any such modification, suspension or discontinuance. Dr Gabi may, in its sole discretion, from time to time develop patches, bug fixes, updates, upgrades and other modifications to improve the performance of the Platform or related products or services (collectively, "**Updates**"). Dr Gabi may develop Updates that require installation by you before you continue to access or use the Platform or related products or services. Updates may also be automatically installed without providing any additional notice to you or receiving any additional consent from you. The manner in which Updates may be automatically downloaded and installed is determined by settings on your device and its operating system. Scheduled system maintenance may take place from time to time, and during such time, Updates to the Platform or components thereof may be unavailable. Emergency maintenance may be required at other times in the event of system failure. The Web Based App or some aspects thereof may require a wireless Internet connection. You specifically acknowledge that outage and downtime may occur.

13. INDEMNIFICATION

You agree that Dr Gabi shall have no liability for and you shall indemnify, defend and hold Dr Gabi and its affiliates, and each of their officers, directors, employees, agents, partners, business associates and licensors (collectively, the "**Dr Gabi Parties**") harmless from and against any claim, demand, loss, damage, cost, liability and expense, including reasonable attorneys' fees, arising from or relating to: (a) Your Data; (b) your access to or use of the Platform; or (c) your violation of the Member TOU, any law or regulation, or any rights (including intellectual property rights) of another party.

14. DISCLAIMER OF WARRANTIES

(a) YOUR USE OF THE PLATFORM IS AT YOUR SOLE RISK. THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DR GABI PARTIES EXPRESSLY DISCLAIM: (i) ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED OR ARISING FROM STATUTE, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; AND (ii) ANY LOSS, DAMAGE OR OTHER LIABILITY ARISING FROM OR RELATING TO ANY ACT OR OMISSION RELATED TO MEDICAL SERVICES, EXTERNAL MATERIALS, THIRD-PARTY COMPONENTS OR THIRD-PARTY MERCHANTS, OR ANY OTHER PRODUCTS OR SERVICES NOT PROVIDED BY MEDICI LIFE.

(b) THE MEDICI LIFE PARTIES MAKE NO WARRANTY OR REPRESENTATION THAT: (i) THE PLATFORM WILL MEET YOUR REQUIREMENTS; (ii) ACCESS TO THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (iii) THE INFORMATION AND ANY RESULTS THAT MAY BE OBTAINED FROM ACCESS TO OR USE OF THE PLATFORM WILL BE ACCURATE, RELIABLE, CURRENT OR COMPLETE.

15. LIMITATION OF LIABILITY

(a) THE DR GABI PARTIES SHALL NOT BE LIABLE FOR ANY LOST PROFITS OR COST OF COVER, OR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES ARISING FROM OR RELATING TO ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS OR FINANCIAL LOSS, EVEN IF THE MEDICI LIFE PARTIES HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. IN NO EVENT SHALL THE MEDICI LIFE PARTIES' TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATING TO THE MEMBER TOU OR YOUR ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) THE PLATFORM EXCEED \$100.

(b) DR GABI IS NOT RESPONSIBLE FOR DECISIONS MADE IN CONNECTION WITH ANY MEDICAL SERVICES OR PRESCRIBING ACTIVITY MADE AVAILABLE THROUGH THE PLATFORM. SUCH DECISIONS ARE MADE IN ACCORDANCE WITH APPLICABLE LAW.

(c) CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

16. TERMINATION

(a) If you violate the Member TOU, all rights granted to you under the Member TOU will terminate immediately, with or without notice to you.

(b) Upon termination of the Member TOU for any reason: (i) you must immediately uninstall any installed components of the Platform (including Web Based

Apps) and cease using the Platform; (ii) Dr Gabi may remove and discard Your Data subject to any applicable laws and delete your user account; (iii) any provision that, by its terms, is intended to survive the termination of the Member TOU will survive such termination; and (iv) all rights granted to you under the Member TOU will immediately terminate, but all other provisions will survive termination.

17. GOVERNING LAW

The Member TOU will be governed by and construed and enforced in accordance with the United States Federal Arbitration Act, other applicable federal laws, and the laws of the State of Texas, without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to the Member TOU.

18. BINDING ARBITRATION AND CLASS ACTION WAIVER

(a) ALL CLAIMS (DEFINED IN SECTION 1(b)) WILL BE RESOLVED BY BINDING ARBITRATION RATHER THAN IN COURT, EXCEPT THAT YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT (DEFINED FOR THE PURPOSES OF THE MEMBER TOU AS A COURT OF LIMITED JURISDICTION THAT MAY ONLY HEAR CLAIMS NOT EXCEEDING \$5,000) IF YOUR CLAIMS ARE WITHIN THE COURT'S JURISDICTION. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED.

(b) The arbitration will be conducted by the American Arbitration Association (AAA) under its then-applicable Commercial Arbitration Rules or, as appropriate, its Consumer Arbitration Rules. The AAA's rules are available at <http://www.adr.org/>. The arbitrator will, among other things, have the power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope, or validity of the arbitration agreement or to the arbitrability of any Claims. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. The arbitration will be conducted in the English language by a single independent and neutral arbitrator. For any hearing conducted in person as part of the arbitration, such hearing will be conducted in Austin, Texas or, if the Consumer Arbitration Rules apply, another location reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances, as determined by the arbitrator. The decision of the arbitrator on all matters relating to the Claim will be final and binding. Judgment on the arbitral award may be entered in any court of competent jurisdiction.

(c) YOU AND MEDICI LIFE EACH: (i) AGREES THAT ALL CLAIMS (DEFINED IN SECTION 1(b)) WILL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, COLLECTIVE, CONSOLIDATED OR REPRESENTATIVE ACTION, ARBITRATION OR OTHER SIMILAR PROCESS; AND (ii) EXPRESSLY WAIVES ANY RIGHT TO HAVE A CLAIM DETERMINED OR RESOLVED ON A CLASS, COLLECTIVE, CONSOLIDATED OR REPRESENTATIVE BASIS. IF FOR ANY REASON THE PROVISIONS OF THE PRECEDING SENTENCE ARE HELD TO BE INVALID OR UNENFORCEABLE IN A CASE IN WHICH CLASS, COLLECTIVE, CONSOLIDATED OR REPRESENTATIVE CLAIMS HAVE BEEN ASSERTED, THE PROVISIONS OF THIS SECTION 19 REQUIRING BINDING ARBITRATION

WILL LIKEWISE BE UNENFORCEABLE AND NULL AND VOID. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, YOU AND MEDICI LIFE EACH WAIVES ANY RIGHT TO A JURY TRIAL AND AGREE THAT SUCH CLAIM WILL BE BROUGHT ONLY IN A COURT OF COMPETENT JURISDICTION IN AUSTIN, TEXAS. YOU HEREBY SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS AND WAIVE ANY OBJECTION ON THE GROUNDS OF VENUE, *FORUM NON-CONVENIENS* OR ANY SIMILAR GROUNDS WITH RESPECT TO ANY SUCH CLAIM.

(d) Notwithstanding anything to the contrary, you and Dr Gabi may seek injunctive relief and any other equitable remedies from any court of competent jurisdiction to protect our intellectual property rights, whether in aid of, pending or independently of the resolution of any dispute pursuant to the arbitration procedures set forth in this Section 19.

(e) If Dr Gabi implements any material change to this Section 19, such change will not apply to any Claim for which you provided written notice to Dr Gabi before the implementation of the change.

19. LEGAL COMPLIANCE

You represent and warrant that you are not: (a) located in a country that is subject to a United States Government embargo or designated by the United States Government as a “terrorist supporting” country; and (b) listed on any United States Government list of prohibited or restricted parties, including the Specially Designated Nationals List.

20. IN-APP PURCHASES AND SUBSCRIPTION TERMS

Access to certain features of the Platform may require a paid subscription or other in-app purchase. All billing for subscriptions and purchases is handled by Apple Inc. via your Apple ID and is subject to Apple’s terms, including the Apple Media Services Terms and Conditions.

Subscriptions will automatically renew at the end of each subscription period unless canceled at least 24 hours before the end of the current billing cycle. Your Apple ID account will be charged for renewal within 24 hours before the end of the current period at the rate of your selected plan.

You can manage or cancel your subscriptions at any time by going to your device Settings > [Your Name] > Subscriptions. Cancellation of the current subscription will take effect at the end of the active billing period. We do not offer refunds for unused portions of a subscription period.

Free trials, if offered, convert automatically to paid subscriptions unless canceled at least 24 hours before the end of the free trial. Only one free trial may be used per Apple ID unless otherwise specified.

Refund Policy

We do not provide refunds for purchases made through the Apple App Store. All refund requests must be submitted directly to Apple, and are subject to their policies.

20. NO THIRD-PARTY BENEFICIARIES

You agree that, except for the Dr Gabi Parties and Apple (as set forth in Section 6), there are no third-party beneficiaries to the Member TOU.

21. CALIFORNIA USERS AND RESIDENTS

In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting such unit in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, by telephone at (800) 952-5210, or as otherwise set forth at https://www.dca.ca.gov/about_us/contactus.shtml (or a successor URL).

22. GENERAL PROVISIONS

The Member TOU (together with the Additional Terms) constitutes the entire agreement between you and Dr Gabi concerning your access to and use of the Platform. It supersedes all prior and contemporaneous oral or written negotiations and agreements between you and Dr Gabi with respect to such subject matter. In the event of any conflict between the Member TOU and any Additional Terms, the Member TOU will take precedence and govern. The Member TOU may not be amended by you except in a writing executed by you and an authorized representative of Dr Gabi. For the purposes of the Member TOU, the words "such as," "include," "includes" and "including" will be deemed to be followed by the words "without limitation." You may not assign or delegate any right or obligation under the Member TOU without the prior written consent of Dr Gabi. Dr Gabi may assign or delegate any right or obligation under the Member TOU without your consent. The failure of Dr Gabi to exercise or enforce any right or provision of the Member TOU will not constitute a waiver of such right or provision. If any provision of the Member TOU is held to be invalid or unenforceable under applicable law, then such provision will be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, without in any way affecting the remaining parts of the Member TOU. Any prevention of or delay in performance by Dr Gabi hereunder due to any act of god, fire, casualty, flood, war, terrorism, strike, lockout, labor dispute, failure of public utilities, act or order of any governmental entity, epidemic, pandemic, public health crisis, destruction of production facilities, insurrection or any other cause beyond Dr Gabi's reasonable control will excuse the performance of its obligations for a period equal to the duration of any such prevention or delay.