

Miri Technologies, Inc. – TERMS OF SERVICE

LAST UPDATED: November 8, 2023

Welcome to Miri.

These terms of service (“**Terms**”) govern the health and wellness platform provided by Miri Technologies, Inc. (“**Miri**,” “**we**,” or “**us**”), including the website located at Miri.health (“**Site**”), Miri’s mobile application (“**App**”), and the other offerings described below (collectively, the “**Services**”).

By accessing or registering to use any of the Services, you agree and acknowledge that you have read all of the terms and conditions of these Terms (including the arbitration provision set forth in Section 11 below), you understand all of the terms and conditions of these Terms, and you agree to be legally bound by all of the terms and conditions of these Terms.

If you are an individual accessing or using any of the Services on behalf of, or for the benefit of, any corporation, partnership, or other entity with which you are associated (an “**Organization**”), then you are agreeing to the terms and conditions set forth in these Terms on behalf of yourself and such Organization. References to “**you**” and “**your**” in these Terms will refer to both the individuals using the Services and to any such Organization.

Miri reserves the right to change or modify any of the terms and conditions contained in these Terms (or any policy or guideline of Miri) at any time and in its sole discretion. If Miri makes any changes to these Terms, Miri will provide notice of such changes by revising the “**Last Updated**” date above and, in some cases, Miri may provide additional notice (such as by sending an email or other notification or by posting a notice on the Services). Any changes or modifications will be effective 7 days after Miri provides notice that these Terms have been modified (the “**Notice Period**”). Your continued use of any of the Services following the Notice Period will constitute your acceptance of such changes or modifications. You are advised to review these Terms whenever you access any of the Services and at least every 30 days to make sure that you understand the terms and conditions that apply to your use of the Services.

1. SERVICES

Miri has created an offering that provides users with individualized health and wellness insights and recommendations using health and wellness coaches and cutting-edge generative AI.

Important Notice

By accessing or using any of the Services, you acknowledge and agree that the Services do not constitute the practice of medicine, including diagnosing, treating, operating, or prescribing any human disease, ailment, disorder, pain, injury, deformity, blemish, disfigurement, or other physical or mental condition. No doctor-patient relationship or therapist-patient relationship is created in connection with the Services.

Subscription Plans

Miri provides several subscription plans for accessing the Services. . Each subscription plan outlines the nature of the applicable Services, the period such Services will be available to you (“**Subscription Period**”), the fees applicable to such Services (“**Subscription Fees**”), and the related payment terms. Subject to the terms and conditions of these Terms, you have the right to access and use the Services in accordance with the subscription plan you selected for your own purposes.

2. PRIVACY AND DATA

For information about how we collect, use, and share information about users of the Services, please see our [Privacy Policy](#).

You acknowledge and agree that Miri may monitor, collect, use, host, and store anonymous and aggregate statistics regarding your use of the Services and/or any individuals/entities that interact with the Services (collectively, “**Miri Data**”) for Miri’s business purposes (unless otherwise expressly set forth in these Terms).

3. REGISTRATION

In order to receive certain of the Services, you must register for an account or subscription services plan. When registering for an account, you agree (a) to provide accurate, current, and complete information (“**Registration Data**”), and (b) to maintain and promptly update the Registration Data (and any other information you provide to Miri) in order to keep it accurate, current, and complete.

You are responsible for safeguarding the passwords you use to access the Services via your account, and you agree to be fully responsible for activities and transactions that relate to your account and password. You must notify Miri immediately if you suspect or learn of an unauthorized use of your account or password, and you may be held liable for losses incurred by Miri due to someone else using your account or password. Miri cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

4. SUBSCRIPTION FEES, SUBSCRIPTION PERIOD AND CANCELLATIONS

Subscription Fees and Payment Terms

When you register for a subscription plan, you must provide, via the Site, a valid credit card or debit card number (“**Payment Method**”) to Miri’s third-party payment processor. You represent and warrant that you (a) have the right to have fees charged to your Payment Method, and (b) agree to have the fees charged to your Payment Method. The Subscription Fee will be billed on the effective date of the subscription plan selected by you and on an ongoing basis thereafter unless your subscription plan is terminated or suspended. Note that the timing of the billing may change if (i) there is a problem with your Payment Method, or (ii) a change has been made to your subscription plan. You are responsible for all charges incurred in connection with your subscription plan. In the event that the Payment Method provided by you to Miri or its third-party payment processor is unable to cover the Subscription Fee, Miri may suspend your access to the Service Services governed by your subscription services plan.

Subscription Fee Changes

From time-to-time, Miri may modify the Subscription Fees; provided that no modifications will be effective until the end of the then-current Subscription Period.

Term and Cancellations

Unless terminated as set forth in these Terms, your subscription services plan commences on the effective date set forth therein and continues until the close of the Subscription Period. Thereafter, unless terminated as set forth in these Terms, the term will automatically renew for successive periods equivalent to the length of the initial Subscription Period (each period referred to as a Subscription Period). You acknowledge that you will not receive notice of a renewal date. You may cancel your subscription plan at any time. Please note that subscription plans must be canceled before renewals in order to avoid being charged for the next Subscription Period. If you cancel your subscription plan, the cancellation will become effective at the end of the then-current Subscription Period. If you would like to cancel your subscription plan and you are having difficulties doing so, please contact Miri’s customer support team at support@miri.health for instructions on how to cancel. Miri may terminate your subscription services plan (a) for cause if you (or an individual or entity using your account) breach the terms or conditions applicable to your subscription and fail to remedy such breach within the 10-day period commencing upon the date that Miri provides you with notice of such breach; (b) immediately and for cause if your Payment Method fails; and (c) if Miri reasonably believes it must cease providing the Services.

Effects of Cancellation/Termination

Upon any termination of your subscription plan (a) all rights granted to you pursuant to your subscription plan will immediately cease; and (b) you must immediately pay to Miri all amounts due for the period for which you contracted.

5. CONNECTING WITH US AND OTHERS VIA THE SITE

Submissions

Users of or visitors to the Site or App may ask certain questions via the Site or App or make certain content, comments, or reactions (each, a “**Submission**”) through or in connection with the Site or App, including on any interactive parts of the Site or App. Miri has no control over and is not responsible for any use or misuse (including any distribution) by any third party of Submissions. IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONALLY IDENTIFIABLE OR OTHER INFORMATION PUBLICLY AVAILABLE THROUGH THE SITE, YOU DO SO AT YOUR OWN RISK.

Restrictions

In connection with the Site and App, you must not do any of the below:

- Post, transmit, or otherwise make available through or in connection with the Site or App any materials that are or may be: (a) threatening, harassing, degrading, hateful, or intimidating, or otherwise fail to respect the rights and dignity of others; (b) defamatory, libelous, fraudulent, or otherwise tortious; (c) obscene, indecent, pornographic, or otherwise objectionable; or (d) protected by copyright, trademark, trade secret, right of publicity or privacy, or any other proprietary right, without the express prior written consent of the applicable owner.
- Post, transmit, or otherwise make available through or in connection with the Services any virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file, or program that is or is potentially harmful, or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software, or equipment (each, a “**Virus**”).
- Use the Services for any commercial purpose, or for any purpose that is fraudulent or otherwise tortious or unlawful.
- Harvest or collect information about users of the Site or App.
- Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute, or otherwise exploit any portion of (or any use of) the Site or App except as expressly authorized herein, without Miri’s express prior written consent.
- Reverse engineer, decompile, or disassemble any portion of the Site or App, except where such restriction is expressly prohibited by applicable law.
- Remove any copyright, trademark, or other proprietary rights notice from the Site or App.
- Frame or mirror any portion of the Site or App, or otherwise incorporate any portion of the Site into any product or service, without Miri’s express prior written consent.
- Systematically download and store Site or App content.
- Circumvent or attempt to circumvent any technological protection measures intended to restrict access to or use of any portion of the Services or the functionality of the Services.
- Build a competitive product or service, or copy any features or functions of the Services or any of Miri’s other products or services.
- Use any robot, spider, site search/retrieval application, or other manual or automatic device to retrieve, index, “scrape,” “data mine,” or otherwise gather Site or App content or reproduce or circumvent the navigational structure or presentation of the Site of App, without Miri’s express prior written consent. Notwithstanding the foregoing, and subject to compliance with any instructions posted in the robots.txt file located in the Site’s or App’s root directory, Miri grants to the operators of public search engines permission to use spiders to copy materials from the Site or App for the sole purpose of (and solely to the extent necessary for) creating publicly available, searchable indices of such materials, but not caches or archives of such materials. Miri reserves the right to revoke such permission either generally or in specific cases, at any time and without notice.

License

For purposes of clarity, you retain ownership of your Submissions. For each Submission, you hereby grant to us a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable, and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify and otherwise use, analyze, and exploit such Submission, in any format or media now known or hereafter developed, and for any purpose (including promotional purposes, such as testimonials).

In addition, if you provide to us any ideas, proposals, suggestions, or other materials (“**Feedback**”), whether related to the Site, App, Services, or otherwise, such Feedback will be deemed a Submission, and you hereby acknowledge and agree that such Feedback is not confidential, and that your provision of such Feedback is gratuitous, unsolicited, and without restriction, and does not place Miri under any fiduciary or other obligation.

You represent and warrant that you have all rights necessary to grant the licenses granted in this section, and that your Submissions, and your provision thereof through and in connection with the Site or App, are complete and accurate, and are not fraudulent, tortious, or otherwise in violation of any applicable law or any right of any third party. You further

irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of materials regarding each Submission that you may have under any applicable law under any legal theory.

Monitoring

We may (but have no obligation to) monitor, evaluate, alter, or remove Submissions before or after they appear on the Site or App, or analyze your access to or use of the Site or App. We may disclose information regarding your access to and use of the Site, and the circumstances surrounding such access and use, to anyone for any reason or purpose.

6. THIRD-PARTY MATERIALS AND LINKS

Certain Site functionality may make available access to information, products, services, and other materials made available by third parties, including Submissions (“**Third-Party Materials**”), or allow for the routing or transmission of such Third-Party Materials, including via links. By using such functionality, you are directing us to access, route, and transmit to you the applicable Third-Party Materials. We neither control nor endorse, nor are we responsible for, any Third-Party Materials, including the accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness, or safety of Third-Party Materials, or any intellectual property rights therein. Certain Third-Party Materials may, among other things, be inaccurate, misleading, or deceptive. Nothing in these Terms will be deemed to be a representation or warranty by Company with respect to any Third-Party Materials. We have no obligation to monitor Third-Party Materials, and we may block or disable access to any Third-Party Materials (in whole or part) through the Site at any time. In addition, the availability of any Third-Party Materials through the Site does not imply our endorsement of, or our affiliation with, any provider of such Third-Party Materials, nor does such availability create any legal relationship between you and any such provider.

7. NO MEDICAL ADVICE. NO DOCTOR-PATIENT RELATIONSHIP.

Miri provides a wellness platform. Miri is not a healthcare provider. By accessing or using any of the Services, you acknowledge and agree that the Services do not constitute the practice of medicine, including diagnosing, treating, operating, or prescribing any human disease, ailment, disorder, pain, injury, deformity, blemish, disfigurement, or other physical or mental condition.

No doctor-patient relationship or therapist-patient relationship is created in connection with the Services. None of the Services are a substitute for the advice of a medical professional. Information provided via the Services must not be relied upon when making medical decisions. If you require medical advice or therapy, you should consult with a medical professional.

8. DISCLAIMER

THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND. MIRI DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) ARISING FROM OR RELATED TO THESE TERMS, THE SERVICES, THE THIRD-PARTY INFRASTRUCTURE (AS DEFINED BELOW), AND THIRD-PARTY TRADEMARKS, WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PURPOSE, NON-INFRINGEMENT, AND CONDITION OF TITLE. THE SERVICES DO NOT CONSTITUTE MEDICAL ADVICE OR THERAPY. MIRI WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF MIRI.

9. INDEMNIFICATION

You agree, at your sole expense, to defend, indemnify, and hold Miri (and its directors, officers, employees, consultants, and agents) harmless from and against any and all actual or threatened suits, actions, proceedings (at law or in equity), claims, damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs, and expenses (including, but not limited to, reasonable attorneys’ fees, costs, penalties, interest, and disbursements) for (a) any actual or alleged breach of any of your obligations under these Terms; or (b) any death, injury, or property damage caused by, arising out of, resulting from, attributable to, or in any way incidental to your use of any of the Services.

10. LIMITATION OF LIABILITY

IN NO EVENT WILL MIRI BE LIABLE FOR ANY LOSS OF PROFITS OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM OR RELATED TO THESE TERMS, THE SERVICES, THE THIRD-PARTY INFRASTRUCTURE, AND THIRD-PARTY TRADEMARKS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

MIRI'S ENTIRE LIABILITY TO YOU AND ANY OTHER INDIVIDUAL OR ENTITY, ARISING FROM OR RELATED TO THESE TERMS, THE SERVICES, THE THIRD-PARTY INFRASTRUCTURE, AND THIRD-PARTY TRADEMARKS, WILL NOT EXCEED THE SUBSCRIPTION FEES ACTUALLY PAID BY YOU TO MIRI (IF ANY) DURING THE SUBSCRIPTION PERIOD WITHIN WHICH THE DAMAGES OCCURRED. FURTHER, NOTWITHSTANDING ANY TERMS TO THE CONTRARY IN THESE TERMS, MIRI WILL NOT BE LIABLE FOR ANY DISCLOSURE OF, UNAUTHORIZED USE OF, AND/OR UNAUTHORIZED ACCESS TO ANY DATA OR OTHER INFORMATION.

MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THIS SECTION 10 WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THESE TERMS IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

11. ARBITRATION

Mandatory Arbitration

THE TERMS AND CONDITIONS OF THESE TERMS ARE GOVERNED BY THE LAWS OF THE UNITED STATES (INCLUDING FEDERAL ARBITRATION LAW) AND THE STATE OF CALIFORNIA, WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAW, AND REGARDLESS OF YOUR LOCATION. Except for disputes that qualify for small claims court, all disputes arising out, of or related to, these Terms or any aspect of the relationship between you and Miri, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, ("**Disputes**") will be resolved through final and binding individual arbitration before a neutral arbitrator instead of in a court by a judge or jury, and you agree that Miri and you are each waiving the right to trial by a jury. Disputes include, without limitation, disputes arising out, of or relating to, interpretation or application of this arbitration provision, including the enforceability, revocability, or validity of the arbitration provision or any portion of the arbitration provision. All such matters will be decided by an arbitrator and not by a court or judge.

Class Action Waiver

You and Miri agree that each of us may bring claims against the other in an individual basis, and not as a plaintiff or class member in any purported class or representative proceeding; class arbitrations and class actions are not permitted, and you are agreeing to give up the ability to participate in a class action. Further, if the parties' Dispute is resolved through arbitration, neither the American Arbitration Association ("**AAA**") nor the arbitrator may consolidate another person's claims with your claims or otherwise preside over any form of a representative or class proceeding for any purpose. If this specific provision is found to be unenforceable, then the entirety of this Section 11 will be null and void.

Conducting Arbitration and Arbitration Rules

The arbitration will be administered by AAA under its consumer arbitration rules, as amended by these terms. The consumer arbitration rules are available online at <https://www.adr.org/sites/default/files/consumer%20rules.pdf>. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location that is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the AAA or an arbitrator will determine the location. The arbitrator's decision will follow the provisions of these terms and will be final and binding. The arbitrator will have the authority to award temporary, interim, or permanent injunctive relief or relief providing for specific performance of these terms, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in these Terms will preclude you from bringing issues to the attention of federal, state, or local agencies and, if the law allows, they can seek relief against us for you.

Initial Dispute Resolution and Notification

You agree that before initiating any dispute or arbitration proceeding, we will attempt to negotiate an informal resolution of any dispute. To begin this process, before initiating any arbitration proceeding, you must send a notice of dispute (“Notice”) by certified mail to the attention of Miri’s legal department [please add email address]. In the Notice, you must describe the nature and basis of the dispute and the relief you are seeking. If we are unable to resolve the dispute within 45 days after company’s receipt of the notice, then you or company may initiate arbitration proceedings as set out above.

Severability

If an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.

12. COPYRIGHT INFRINGEMENT CLAIMS

THE DIGITAL MILLENNIUM COPYRIGHT ACT OF 1998 (THE “DMCA”) PROVIDES RECOURSE FOR COPYRIGHT OWNERS WHO BELIEVE THAT MATERIAL APPEARING ON THE INTERNET INFRINGES THEIR RIGHTS UNDER U.S. COPYRIGHT LAW. IF YOU BELIEVE IN GOOD FAITH THAT MATERIALS AVAILABLE ON THE SITE INFRINGE YOUR COPYRIGHT, YOU (OR YOUR AGENT) MAY SEND TO COMPANY A WRITTEN NOTICE BY MAIL OR E-MAIL, REQUESTING THAT COMPANY REMOVE SUCH MATERIAL OR BLOCK ACCESS TO IT. IF YOU BELIEVE IN GOOD FAITH THAT SOMEONE HAS WRONGLY FILED A NOTICE OF COPYRIGHT INFRINGEMENT AGAINST YOU, THE DMCA PERMITS YOU TO SEND TO COMPANY A COUNTER-NOTICE. NOTICES AND COUNTER-NOTICES MUST MEET THE THEN-CURRENT STATUTORY REQUIREMENTS IMPOSED BY THE DMCA. SEE [HTTP://WWW.COPYRIGHT.GOV/](http://www.copyright.gov/) FOR DETAILS.

We suggest that you consult your legal adviser before filing a DMCA notice or counter-notice.

13. MISCELLANEOUS

Assignment

You may not assign, delegate, or transfer (by sale, merger, operation of law, or otherwise) these Terms or any right, title, interest, or obligation hereunder without the prior written consent of Miri. Any attempted or purported assignment, delegation, or transfer in violation of the foregoing will be null and void and without effect. Miri may assign these Terms without your prior written consent. These Terms will be binding and inure to the benefit of such assignees, transferees, and other successors in the interest of the parties in the event of an assignment or other transfer made consistent with the provisions of these Terms.

Intellectual Property

We and our suppliers own the Services, which are protected by proprietary rights and laws. All trade names, trademarks, service marks, and logos used in connection with the Services not owned by us are the property of their respective owners. You may not use our trade names, trademarks, service marks, or logos in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. Nothing contained on the Services should be construed as granting, by implication, estoppel or otherwise, any right or license to use any trade names, trademarks, service marks, or logos without the express prior written consent of the owner. Any unauthorized use of such materials may violate laws and regulations governing intellectual property.

Third-Party Infrastructure

Notwithstanding any terms to the contrary in these Terms, you acknowledge and agree that Miri uses a third-party hosting infrastructure in connection with the Services (“Third-Party Infrastructure”); the provider(s) of the Third-Party Infrastructure disclaim and make no representation or warranty with respect to such Third-Party Infrastructure; and Miri assumes no liability for any claim that may arise with respect to such Third-Party Infrastructure.

Electronic Communications

You agree that we may communicate with you electronically regarding your use of any of the Service and that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that the communications be in writing. To withdraw your consent from receiving electronic notice, please notify us as set forth below (see the “Information or Complaints” section below).

Severability

If any provision of these Terms is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other provisions of these Terms will nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by these Terms is not affected in any manner adverse to any party. Upon such determination that any provision is invalid, illegal, or incapable of being enforced, the parties will negotiate in good faith to modify these Terms so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled.

Entire Agreement & Precedence

These Terms (together with all terms incorporated into these Terms by reference) set forth the entire agreement and understanding of the parties relating to the subject matter of these Terms and supersedes all prior agreements or understanding with respect to such subject matter and all past dealing or industry custom.

14. APPLE-SPECIFIC TERMS

In addition to your agreement with the foregoing terms and conditions, and notwithstanding anything to the contrary herein, the following provisions apply with respect to your use of any version of the App compatible with the iOS operating system of Apple Inc. (“**Apple**”). Apple is not a party to these Terms and does not own and is not responsible for the App. Apple is not providing any warranty for the App except, if applicable, to refund the purchase price for it. Apple is not responsible for maintenance or other support services for the App and will not be responsible for any other claims, losses, liabilities, damages, costs, or expenses with respect to the App, including (a) any third-party product liability claims; (b) claims that the App fails to conform to any applicable legal or regulatory requirement; (c) claims arising under consumer protection or similar legislation; and (d) claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of the App, including those pertaining to intellectual property rights, must be directed to Miri in accordance with the “Information or Complaints” section below. The license you have been granted herein is limited to a non-transferable license to use the App on an Apple-branded product that runs Apple’s iOS operating system and is owned or controlled by you, or as otherwise permitted by the Usage Rules set forth in Apple’s App Store Terms of Service, except that the App may also be accessed and used by other accounts associated with you via Apple’s Family Sharing or volume purchasing programs. In addition, you must comply with the terms of any third-party agreement applicable to you when using the App, such as your wireless data service agreement. Apple and Apple’s subsidiaries are third-party beneficiaries of these Terms and, upon your acceptance of the terms and conditions of these Terms, will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof; notwithstanding the foregoing, Miri’s right to enter into, rescind, or terminate any variation, waiver, or settlement under these Terms is not subject to the consent of any third party.

15. INFORMATION OR COMPLAINTS

If you have a question or complaint regarding the Services, please send an e-mail to support@miri.health. You may also contact us by writing to 66 Franklin Street, Suite 300, Oakland, CA 94607. Please note that e-mail communications will not necessarily be secure; accordingly, you should not include credit card information or other sensitive information in your e-mail correspondence with us. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.