

# Terms of Use & Privacy Policy

## Terms of Use

June 1, 2023

PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR SERVICES (DEFINED BELOW) ARE SUBJECT TO THE FOLLOWING TERMS; IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER.

### **Terms of Use**

Effective date: June 1, 2023

Welcome to Fastik. Our company, Fastik through its mobile applications (the “App”), (collectively, including any new features and applications, and the Site and the App, the “Service(s)”), subject to the following Terms of Service (as amended from time to time, the “Terms” or “Terms of Use”).

These Terms of Use are a binding contract between you and Company . You must agree to and accept all of the Terms, or you don't have the right to use the Services. Your using the Services in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Services. These Terms include the provisions in this document, as well as those in the Privacy Policy.

## **Will these Terms ever change?**

We are constantly trying to improve our Services, so these Terms may need to change along with the Services. We reserve the right to change the Terms at any time, but if we do, we will bring it to your attention by placing a notice on the Services, by sending you an email, and/or by some other means.

If you don't agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Services. If you use the Services in any way after a change to the Terms is effective, that means you agree to all of the changes.

Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

## **What about my privacy?**

We take the privacy of our users very seriously. For our current Privacy Policy.

Our Service is not directed to children who are under the age of 18. Fastik does not knowingly collect Personal Data from children under the age of 18.

## **What are the basics of using Fastik?**

You understand that the Services are not medical or healthcare services, and that no physician-patient relationship exists.

**YOU HEREBY AGREE THAT, BEFORE USING THE SERVICES, YOU WILL CONSULT YOUR PHYSICIAN, PARTICULARLY IF YOU ARE AT RISK FOR PROBLEMS RESULTING FROM CHANGES IN YOUR DIET OR LIFESTYLE.** You affirm that a physician has specifically approved your use of the Services. The Services are intended for use only by individuals healthy enough to make changes to their diets and lifestyles, and are not intended for use by minors or individuals with any type of health condition that makes the kind of changes to diet or lifestyle suggested by the Services unsafe or inappropriate. You should not use the Service if you are pregnant or nursing. You should discontinue diet or other lifestyle changes in cases where such changes cause pain or severe discomfort, and should consult a medical expert prior to returning to diet or other lifestyle changes in such cases. We reserve the right to deny you access to the Services for any reason or no reason, including if we determine, in our sole discretion, that you have certain medical conditions.

**BY USING THE SERVICES, YOU ACKNOWLEDGE AND AGREE THAT Fastik IS NOT RESPONSIBLE FOR AND EXPRESSLY DISCLAIMS ALL LIABILITY FOR THE ACTIONS OR INACTIONS OF ANY USER. THE COMPANY MAKES NO REPRESENTATIONS AND HAS NO OBLIGATION WITH RESPECT TO A) THE APPROPRIATENESS OF YOUR ENGAGING IN A WEIGHT LOSS PROGRAM; B) THE RESULTS (OR LACK OF RESULTS) OBTAINED BY YOUR USE OF THE SERVICES; AND C) ANY HEALTH RELATED MATTERS ARISING IN CONNECTION WITH YOUR USE OF THE SERVICES.**

The Company itself does not offer, and the Services do not constitute, medical or healthcare advice or services and no physician-patient relationship with the Company or any of its employees, officers, or agents is created or implied by you accessing or using the Service. The information and materials provided through the Services are provided purely for informational purposes. You should always seek the advice of a physician or other qualified healthcare provider who you personally know before starting, stopping, or modifying any treatment or medication.

YOU UNDERSTAND THE SERVICES ARE NOT A SUBSTITUTE, AND SHOULD NEVER BE USED AS A SUBSTITUTE FOR EMERGENCY CARE.

If you are in a life threatening situation, feel that you are a danger to yourself or others, or are having thoughts of suicide, please call the 24-hr National Suicide Prevention Lifeline at 1.800.273.8255 and notify the relevant authorities. Your call will be routed to the crisis center near you. If your issue is an emergency, call 911 immediately or go to your nearest emergency room. You acknowledge and understand that you should never delay seeking treatment from your primary care physician or other qualified healthcare professional.

### **What are my rights in the Services?**

The materials displayed or performed or available on or through the Services, including, but not limited to, text, graphics, data, articles, photos, images, illustrations, User Submissions, and so forth (all of the foregoing, the "Content") are protected by copyright and/or other intellectual property laws. You promise to abide by all copyright notices, trademark rules,

information, and restrictions contained in any Content you access through the Services, and you won't use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else's (including Company's) rights.

You understand that Company owns the Services. You won't modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, or otherwise exploit any of the Services.

The Services may allow you to copy or download certain Content; please remember that just because this functionality exists, doesn't mean that all the restrictions above don't apply – they do!

### **Do I have to grant any licenses to Company or to other users?**

Anything you post, upload, share, store, or otherwise provide through the Services is your "User Submission." Some User Submissions are viewable by other users. In order to display your User Submissions on the Services, and to allow other users to enjoy them (where applicable), you grant us certain rights in those User Submissions. Please note that all of the following licenses are subject to our [Privacy Policy](#) to the extent they relate to User Submissions that are also your personally-identifiable information.

For all User Submissions, you hereby grant Company a license to translate, modify (for technical purposes, for example making sure your content is viewable on an iPhone as well as a computer) and reproduce

and otherwise act with respect to such User Submissions, in each case to enable us to operate the Services, as described in more detail below. This is a license only – your ownership in User Submissions is not affected.

If you store a User Submission in your own personal Company account, in a manner that is not viewable by any other user except you (a “Personal User Submission”), you grant Company the license above, as well as a license to display, perform, and distribute your Personal User

Submission for the sole purpose of making that Personal User Submission accessible to you and providing the Services necessary to do so.

If you share a User Submission only in a manner that only certain specified users can view (for example, a private message to one or more other users)(a “Limited Audience User Submission”), then you grant Company the licenses above, as well as a license to display, perform, and distribute your Limited Audience User Submission for the sole purpose of making that Limited Audience User Submission accessible to such other specified users, and providing the Services necessary to do so. Also, you grant such other specified users a license to access that Limited Audience User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services.

If you share a User Submission publicly on the Services and/or in a manner that more than just you or certain specified users can view, or if you provide us (in a direct email or otherwise) with any feedback, suggestions, improvements, enhancements, and/or feature requests relating to the Services (each of the foregoing, a “Public User Submission”), then you grant Company the licenses above, as well as a license to display, perform, and distribute your Public User Submission for the purpose of making that Public User Submission accessible to all Company users and providing the

Services necessary to do so, as well as all other rights necessary to use and exercise all rights in that Public User Submission in connection with the Services and/or otherwise in connection with Company's business. Also, you grant all other users of the Services a license to access that Public User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services.

You agree that the licenses you grant are royalty-free, perpetual, sub-licenseable, irrevocable, and worldwide.

Finally, you understand and agree that Company, in performing the required technical steps to provide the Services to our users (including you), may need to make changes to your User Submissions to conform and adapt those User Submissions to the technical requirements of connection networks, devices, services, or media, and the foregoing licenses include the rights to do so.

### **What if I see something on the Services that infringes my copyright?**

You may have heard of the Digital Millennium Copyright Act (the "DMCA"), as it relates to online service providers, like Company, being asked to remove material that allegedly violates someone's copyright. We respect others' intellectual property rights, and we reserve the right to delete or disable Content alleged to be infringing, and to terminate the accounts of repeat alleged infringers. To learn more about the DMCA, click [here](#). In accordance with the DMCA, we've adopted the policy below toward copyright infringement.

Procedure for Reporting Copyright Infringements. If you believe that material or content residing on or accessible through the Services infringes your copyright (or the copyright of someone whom you are authorized to act on behalf of), please send a notice of copyright infringement containing the following information to the Company's Designated Agent to Receive Notification of Claimed Infringement (our "Designated Agent," whose contact details are listed below):

- A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
- Identification of works or materials being infringed;
- Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that Company is capable of finding and verifying its existence;
- Contact information about the notifier including address, telephone number and, if available, email address;
- A statement that the notifier has a good faith belief that the material identified in (1)(c) is not authorized by the copyright owner, its agent, or the law; and
- A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

Once Proper Bona Fide Infringement Notification is Received by the Designated Agent. Upon receipt of a proper notice of copyright infringement, we reserve the right to:

- remove or disable access to the infringing material;
- notify the content provider who is accused of infringement that we have removed or disabled access to the applicable material; and
- terminate such content provider's access to the Services if he or she is a repeat offender.

Procedure to Supply a Counter-Notice to the Designated Agent. If the content provider believes that the material that was removed (or to which access was disabled) is not infringing, or the content provider believes that it has the right to post and use such material from the copyright owner, the copyright owner's agent, or, pursuant to the law, the content provider may



send us a counter-notice containing the following information to the Designated Agent:

A physical or electronic signature of the content provider;

- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled;
- A statement that the content provider has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material; and
- Content provider's name, address, telephone number, and, if available, email address, and a statement that such person or entity consents to the jurisdiction of the Federal Court for the judicial district in which the content provider's address is located, or, if the content provider's address is located outside the United States, for any judicial district in which Company is located, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Designated Agent, Company may, in its discretion, send a copy of the counter-notice to the original complaining party informing that person that Company may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider accused of committing infringement, the removed material may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, at Company's discretion.

### **Who is responsible for what I see and do on the Services?**

You acknowledge that diet and exercise activities involve risks, including risk of bodily injury or death, and you expressly acknowledge and agree to assume those risks. You hereby acknowledge that you should consult a

licensed, certified healthcare professional prior to beginning or modifying any diet or exercise program that you undertake.

Any information or content publicly posted or privately transmitted through the Services is the sole responsibility of the person from whom such content originated, and you access all such information and content at your own risk, and we aren't liable for any errors or omissions in that information or content or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Services. We can't guarantee the identity of any users with whom you interact in using the Services and are not responsible for which users gain access to the Services.

You are responsible for all Content you contribute, in any manner, to the Services, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it. You will keep all your registration information accurate and current. You are responsible for all your activity in connection with the Services.

### **What About Third Party Websites?**

The Services may contain links or connections to third party websites or services that are not owned or controlled by Company. When you access third party websites or use third party services, you accept that there are risks in doing so, and that Company is not responsible for such risks. We encourage you to be aware when you leave the Services and to read the

terms and conditions and privacy policy of each third party website or service that you visit or utilize.

Company has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third party websites or by any third party that you interact with through the Services. In addition, Company will not and cannot monitor, verify, censor or edit the content of any third party site or service. By using the Services, you release and hold us harmless from any and all liability arising from your use of any third party website or service.

Your interactions with organizations and/or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that Company shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

If there is a dispute between participants on this Site, or between users and any third party, you agree that Company is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release Company, its officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services. If you are a California resident, you shall and hereby do waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at

the time of executing the release, which, if known by him or her must have materially affected his or her settlement with the debtor.”

### **Will Company ever change the Services?**

We're always trying to improve the Services, so they may change over time. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services. We'll try to give you notice when we make a material change to the Services that would adversely affect you, but this isn't always practical. Similarly, we reserve the right to remove any Content from the Services at any time, for any reason (including, but not limited to, if someone alleges you contributed that Content in violation of these Terms), in our sole discretion, and without notice.

### **What if I want to stop using Fastik?**

Simply uninstall the App. Also; please refer to our [Privacy Policy](#), as well as the licenses above, to understand how we treat information you provide to us after you have stopped using our Services.

Company is also free to terminate (or suspend access to) your use of the Services or your account, for any reason in our discretion, including, without limitation, your breach of these Terms. Company has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms.

Account termination may result in destruction of any Content associated with your account, so keep that in mind before you decide to terminate your account.

Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us or indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us.

### **I use the Company App – should I know anything about that?**

Company offers Software applications that may be made available through the Apple App Store, the Google Play Store, or other distribution channels (“Distribution Channels”). If you obtain such Software through a Distribution Channel, you may be subject to additional terms of the Distribution Channel. These Terms of Service are between you and us only, and not with the Distribution Channel. To the extent that you utilize any other third party products and services in connection with your use of our Services, you agree to comply with all applicable terms of any agreement for such third party products and services.

With respect to Software that is made available for your use in connection with an Apple-branded product (such Software, “Apple-Enabled Software”), in addition to the other terms and conditions set forth in these Terms of Use , the following terms and conditions apply:

Company and you acknowledge that these Terms of Use are concluded between Company and you only, and not with Apple Inc. (“Apple”), and that as between Company and Apple, Company, not Apple, is solely responsible for the Apple-Enabled Software and the content thereof.

You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the Usage Rules set forth for Apple-Enabled Software in, or otherwise be in conflict with, the App Store Terms of Service.

Your license to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS Product that you own or control, as permitted by the Usage Rules set forth in the App Store Terms of Service.

Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.

Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software to you, if any; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, which will be Company's sole responsibility, to the extent it cannot be disclaimed under applicable law.

Company and you acknowledge that Company, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Software or your possession and/or use of that Apple-Enabled Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

In the event of any third party claim that the Apple-Enabled Software or the end-user's possession and use of that Apple-Enabled Software infringes that third party's intellectual property rights, as between Company and Apple, Company, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

Company and you acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms of Use with respect to the Apple-Enabled Software, and that, upon your acceptance of the terms and conditions of these Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you with respect to the Apple-Enabled Software as a third party beneficiary thereof.

### **What else do I need to know?**

The Content and User Submissions should not be considered medical advice or a replacement or substitute for medical advice. You should always talk to an appropriately qualified health care professional for diagnosis and treatment, including information regarding which medications or treatment may be appropriate for you. None of the Content and/or User Submissions represents or warrants that any particular medication or treatment (or lack thereof) is safe, appropriate, or effective for you.

Company is neither responsible nor liable for any advice, course of treatment, diagnosis or any other third party information, site, product, or service that you purchase or access through any third-party sites.

### **Can I access the Services from my mobile device?**

The Service includes certain services that are available via a mobile device, including (i) the ability to upload content to the Service via a mobile device and (ii) the ability to browse the Service and the Site from a mobile device (collectively, the “Mobile Services”). To the extent you access the Service through a mobile device, your wireless service carrier’s standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services, you agree that we may communicate with you regarding Sesame and other entities by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. In the event you change or deactivate your mobile telephone number, you agree to promptly update your Fastik account information to ensure that your messages are not sent to the person that acquires your old number.

### **Warranty Disclaimer.**

Neither Company nor its licensors or suppliers makes any representations or warranties concerning any content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or



accessed through the Services. We make no representations or warranties with respect to professional qualifications, expertise, or quality of work and in no event shall we be liable to you for any decision made or action taken in reliance on any content available through the Services. We (and our licensors and suppliers) make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the Services. Products and services purchased or offered (whether or not following such recommendations and suggestions) through the Services are provided “AS IS” and without any warranty of any kind from Company or others (unless, with respect to such others only, provided expressly and unambiguously in writing by a designated third party for a specific product). THE SERVICES AND CONTENT ARE PROVIDED BY COMPANY (AND ITS LICENSORS AND SUPPLIERS) ON AN “AS-IS” BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,

NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR

ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

**Limitation of Liability.**

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL COMPANY (OR ITS LICENSORS OR SUPPLIERS)

BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO COMPANY IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, (C) ANY DEATH OR BODILY INJURY THAT YOU SUFFER, OR THAT YOU CAUSE TO ANY THIRD PARTY, IN CONNECTION WITH YOUR USE OF THE SERVICE OR ANY DIET, EXERCISE OR OTHER ACTIVITY YOU UNDERTAKE IN CONNECTION WITH YOUR USE OF THE SERVICE, OR (D) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

### **Indemnity.**

To the fullest extent allowed by applicable law, You agree to indemnify and hold Company, its affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any third party claims relating to

(a) your use of the Services (including any actions taken by a third party using your account), and (b) your violation of these Terms. In the event of such a claim, suit, or action ("Claim"), we will attempt to provide notice of the Claim to the contact information we have for your account (provided

that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

**Assignment.**

You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without Company's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

**Choice of Law; Arbitration.**

These Terms are governed by and will be construed under the laws of the State of California, without regard to the conflicts of laws provisions thereof. Any dispute arising from or relating to the subject matter of these Terms shall be finally settled in San Francisco County, California, in English, in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction. For all purposes of these Terms, the parties consent to exclusive jurisdiction and venue in the state or federal courts located in, respectively, San Francisco County, California, or the Northern District of

California. Any arbitration under these Terms will take place on an individual basis: class arbitrations and class actions are not permitted. YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THESE TERMS, YOU AND COMPANY ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

## **Termination**

You agree that Company, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any content within the Service, for any reason, including, without limitation, for lack of use or if Company believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Use. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Service, may be referred to appropriate law enforcement authorities. Company may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice and Company may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that Company will not be liable to you or any third party for any termination of your access to the Service.

## **Miscellaneous**

You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services, provided that the Company may, in its sole discretion, do any of the foregoing on your behalf or for itself as it

sees fit. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You and Company agree that these Terms are the complete and exclusive statement of the mutual understanding between you and Company, and that it supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms.

You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of Company, and you do not have any authority of any kind to bind Company in any respect whatsoever. Except as expressly set forth in the section above regarding the Apple Application you and Company agree there are no third party beneficiaries intended under these Terms.

# Privacy Policy

June 1, 2023

This Privacy Policy explains what Personal Data (defined below) we collect, how we use and share that data, and your choices concerning our data practices. This Privacy Policy is incorporated into and forms part of our Terms of Service. **AGREEMENT: Before using the Service or submitting any Personal Data to Fastik, please review this Privacy Policy carefully and contact us if you have any questions. By using the**

**Service, you expressly consent to Fastik 's collection, use, maintenance and disclosure of your Personal Data in accordance with the practices described in this Privacy Policy. If you do not agree to this Privacy Policy, please do not access the Site or otherwise use the Service.**

## **1. PERSONAL DATA WE COLLECT**

We collect information that alone or in combination with other information in our possession could be used to identify you (“**Personal Data**”) as follows:

**Personal Data You Provide:** We collect the following categories of Personal Data from you when you create an account, sign up for our newsletter, use the Service, or communicate with us:

- **Identification Data:** We collect your name and unique identifiers assigned by third party platforms (such as analytics or communication tools). If you sign up using credentials from a third party account such as Apple, we may collect your name and email address from the applicable third party.
- **Fasting Data:** we collect information relating to your fasts, such as the length of your fasts and the information contained in the notes you submit relating to your fasts
- **Health Data:** We may collect your resting heart rate, weight, and sleep data, either directly from you or from Apple Health or Google Fit, if you choose to provide such information. We may also collect certain medical condition information, including data relating to Type 1 Diabetes, Type 2 Diabetes, PCOS, Non-Alcoholic Fatty Liver Disease, Obesity (BMI), and Eating Disorder, if you choose to provide it to us. Notwithstanding anything else in this Privacy Policy, (a) we use Health Data only to provide the Service and not for advertising and (b) we will not disclose Health Data for advertising, marketing, or use-based data mining not needed to provide the Service.
- **Communication Data:** We may collect information when you contact us with questions or concerns and when you voluntarily respond to questionnaires, surveys or requests for market research seeking your opinion and feedback. Providing this information is optional to you.

- **Demographic Data:** We collect your age and gender if you choose to provide them during sign-up.
- **Social Media Data:** We have pages on social media sites like Instagram, Facebook, Medium, Twitter, and LinkedIn (“**Social Media Pages**”). When you interact with our Social Media Pages, we will collect Personal Data that you elect to provide to us, such as your contact details. In addition, the companies that host our Social Media Pages may provide us with aggregate information and analytics regarding the use of our Social Media Pages.

## 2. HOW WE USE PERSONAL DATA

We may use Personal Data for the following purposes:

- To provide the Service and help you track your fasting habits and display your progress over time;
- To verify your identity, age, and contact details;
- To authenticate your access to the Service;
- To personalize the Service for you (i.e., to calculate your circadian fasts based on your Location Data or to present relevant content based on your Demographic Data);
- To provide disclaimers based on your Health Data to ensure your safety while using the Service;
- To share Personal Data back to select partner apps;
- To respond to your inquiries, comments, feedback, or questions;
- To send administrative information to you, for example, information regarding the Service and changes to our terms, conditions, and policies;
- To administer a promotion, survey or other Fastik features;
- To show you advertisements, including interest-based or online behavioral advertising;
- To analyze and better understand how you interact with our Service;
- To maintain and improve the Service;
- To develop new products and services;
- To prevent fraud, criminal activity, or misuses of our Service, and to ensure the security of our IT systems, architecture, and networks; and
- To comply with legal obligations and legal process and to protect our rights, privacy, safety, or property, and/or that of our affiliates, you, or other third parties.

**Aggregated Information.** We may aggregate Personal Data and use the aggregated information to analyze the effectiveness of our Service, to improve and add features to our Service, and for other similar purposes. In addition, from time to time, we may analyze the general behavior and characteristics of users of our Service and share aggregated information like general user statistics with prospective business partners. We may collect aggregated information through the Service, through cookies, and through other means described in this Privacy Policy.

**Marketing.** We may use your Personal Data (excluding Health Data) to contact you to tell you about products or services we believe may be of interest to you. For instance, if you elect to provide your email, we may use that information to send you special offers. You may opt out of receiving emails by following the instructions contained in each promotional email we send you. You can also control the marketing emails and/or push messages you receive by updating your settings through your account. In addition, if at any time you do not wish to receive future marketing communications, you may contact us. If you unsubscribe from our marketing lists, you will no longer receive marketing communications but we will continue to contact you regarding management of your account, other administrative matters, and to respond to your requests.

### **3. SHARING AND DISCLOSURE OF PERSONAL DATA**

Fastik does not sell your Personal Data. In certain circumstances we may share the categories of Personal Data described above without further notice to you, unless required by the law, with the following categories of third parties:



- **Vendors and Service Providers:** To assist us in meeting business operations needs and to perform certain services and functions, we may share Personal Data with vendors and service providers, including providers of cloud hosting/computing services, database providers, email delivery and in-app/push messaging services, advertising and marketing services, payment processors, content monitoring services, and web, subscription, and app analytics services. Pursuant to our instructions, these parties will access, process, or store Personal Data in the course of performing their duties to us. We take commercially reasonable steps to ensure our service providers adhere to the security standards we apply to your Personal Data.
- **Business Transfers:** If we are involved in a merger, acquisition, financing due diligence, reorganization, bankruptcy, receivership, sale of all or a portion of our assets, or transition of service to another provider (collectively a “Transaction”), your Personal Data and other information may be shared in the diligence process with counterparties and others assisting with the Transaction and transferred to a successor or affiliate as part of that Transaction along with other assets.
- **Legal Requirements:** If required to do so by law or in the good faith belief that such action is necessary to (i) comply with a legal obligation, including to meet national security or law enforcement requirements, (ii) protect and defend our rights or property, (iii) prevent fraud, (iv) act in urgent circumstances to protect the personal safety of users of the Service, or the public, or (v) protect against legal liability.
- **Other Users:** Certain user profile information, including your name, location, and any video or image content that such user has uploaded to the Service, may be displayed to other users to facilitate user interaction within the Service or address your request for our Service. Your account privacy settings may allow you to limit the other users who can see the Personal Data in your user profile and/or what information in your user profile is visible to others. Please remember that any content you upload to your public user profile, along with any Personal Data or content that you voluntarily disclose online in a manner other users can view (on discussion boards, blogs, in messages and chat areas, etc.) becomes publicly available, and can be collected and used by anyone. Your user name may also be displayed to other users if and when you send messages or comments or upload images or videos through the Service and other users can contact you through messages and comments.
- **Health Apps:** Through the Service you can share your Health Data with other health Apps (We will not share Health Data with Advertisers (defined below) under any circumstances).
- **Advertisers:** We allow advertisers and/or merchant partners (“Advertisers”) to choose the Demographic and Location Information of users who will see their advertisements and/or promotional offers and you agree that we may provide Demographic and Location Information we have collected from you in non-personally identifiable form to an Advertiser, in order for that Advertiser to

select the appropriate audience for those advertisements and/or offers. For example, we might use the fact you are located in San Francisco to show you ads or offers for San Francisco businesses, but we will not tell such businesses who you are. Or, we might allow Advertisers to display their ads to users with similar usage patterns to yours, but we will not disclose Internet Activity Data to Advertisers except in aggregate form, and not in a manner that would identify you personally. Note that if an advertiser asks us to show an ad to a certain audience or audience segment and you respond to that ad, the Advertiser may know that you clicked on the ad and conclude that you fit the description of the audience the Advertiser was trying to reach.

#### **4. DATA RETENTION**

We keep Personal Data for as long as reasonably necessary for the purposes described in this Privacy Policy, while we have a business need to do so, or as required by law (e.g. for tax, legal, accounting, or other purposes), whichever is longer.

#### **5. CALIFORNIA PRIVACY RIGHTS DISCLOSURES**

Where provided for by law and subject to any applicable exceptions, California residents may have the following rights:

- To know the categories of Personal Data that Fastik has collected about you, the business purpose for collecting your Personal Data, and the categories of sources from which the Personal Data was collected;
- To access the specific pieces of Personal Data that Fastik has collected about you;
- To know whether Fastik has disclosed your Personal Data for business purposes, the categories of Personal Data so disclosed, and the categories of third parties to whom we have disclosed your Personal Data;
- To have Fastik, under certain circumstances, delete your Personal Data; and
- To be free from discrimination related to the exercise of these rights.

If you would like to exercise any or all of these rights, you may do so by contacting us. Your authorized agent may submit requests in the same manner. Once we receive your request, we will verify your identity by sending an email to the email address you provide to us.

Please contact us if you have questions about your rights or our disclosures under the CCPA, or to request access to an alternative format of this Privacy Policy.

## **6. CHILDREN**

Our Service is not directed to children who are under the age of 18. Fastik does not knowingly collect Personal Data from children under the age of 18. If you have reason to believe that a child under the age of 18 has provided Personal Data to Fastik through the Service please contact us and we will endeavor to delete that information from our databases.

## **7. OTHER WEBSITES**

The Service may contain links to other websites not operated or controlled by Fastik, including social media services (“**Third Party Sites**”). In certain situations, Third Party Sites may sell or provide products or services to you through or in connection with the Service (either alone or jointly with us). One such service may include the ability for you to automatically transmit information between your Service profile and your accounts at Third Party Sites. The information that you share with Third Party Sites will be governed by the specific privacy policies and terms of service of the Third

Party Sites and not by this Privacy Policy. By providing these links we do not imply that we endorse or have reviewed these sites. Please contact the Third Party Sites directly for information on their privacy practices and policies.

## **8. SECURITY**

You use the Service at your own risk. We implement commercially reasonable technical, administrative, and organizational measures to protect Personal Data both online and offline from loss, misuse, and unauthorized access, disclosure, alteration, or destruction. However, no Internet or e-mail transmission is ever fully secure or error free. In particular, e-mail sent to or from us may not be secure. Therefore, you should take special care in deciding what information you send to us via the Service or e-mail. Please keep this in mind when disclosing any Personal Data to Fastik via the Internet. In addition, we are not responsible for circumvention of any privacy settings or security measures contained on the Service, or third party websites.

## **9. INTERNATIONAL USERS**

By using our Service, you understand and acknowledge that your Personal Data will be transferred from your location to our facilities and servers in the United States.

## **10. EXCLUSIONS**

This Privacy Policy shall not apply to any unsolicited information you provide to us through the Services or through any other means. This includes, but is not limited to, any ideas for new products or modifications to existing products, and other unsolicited submissions (collectively, “Unsolicited Information”). All Unsolicited Information shall be deemed to be non-confidential and we shall be free to reproduce, use, disclose, and distribute such Unsolicited Information to others without limitation or attribution.

## **11. CHANGES TO THE PRIVACY POLICY**

The Service and our business may change from time to time. As a result we may change this Privacy Policy at any time. When we do we will post an updated version on this page, unless another type of notice is required by the applicable law. By continuing to use our Service or providing us with Personal Data after we have posted an updated Privacy Policy, or notified you by other means if applicable, you consent to the revised Privacy Policy and practices described in it.

