

Medentum Terms of Use

Last Revised: August 1, 2025

These terms and conditions of use (the “**Terms**”) govern your use of our online interfaces and properties (e.g., websites like medentum.com, diagnostik.us, diagnostik.com, mobile applications, and platforms) (collectively, the “**Site**”) as well as related services and product offerings (collectively “**Services**”) available to users through the Site. The Site and Services are by Medentum Innovative, Inc. (“**Medentum**,” “**Us**,” “**Company**”). “**You**” refers to you as a user of the Site or Services including both patients and healthcare professionals.

THESE TERMS PROVIDE THAT ALL DISPUTES, CONTROVERSIES, OR CLAIMS ARISING BETWEEN YOU AND MEDENTUM WILL BE RESOLVED BY BINDING AND FINAL ARBITRATION, WHICH REQUIRE YOU TO GIVE UP CERTAIN RIGHTS. PLEASE REVIEW THE ARBITRATION AGREEMENT SECTION BELOW FOR DETAILS.

BY USING THE SITE OR SERVICES, YOU ARE AGREEING TO THESE TERMS. PLEASE READ THEM CAREFULLY.

Eligibility

You must be at least 18 years old (or over the legal age of majority in your jurisdiction) to use the Site or the Services. By using this Site or Services, you represent and warrant that you meet the foregoing eligibility requirement. If You are under 18 years old, You must first obtain parent or legal guardian consent on Your behalf.

Overview of the Services

Medentum provides medical devices to healthcare providers (“**Products**”) and Services designed to support individual’s health and provide diagnostic support, including without limitation, for at home use. Medentum does not offer medical or primary care and cannot take the place of a primary care physician.

Additional Terms

Additional terms and conditions may apply to your use of certain Products or Services. Where additional terms apply, we will make them available for you to read through prior to your use of such Products or Services. By using such Products or Services, you agree to be legally bound by the applicable additional terms, which are hereby incorporated by this reference.

NOT FOR EMERGENCIES

DO NOT USE THIS SITE FOR MEDICAL EMERGENCIES. IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, PLEASE GO TO THE NEAREST EMERGENCY DEPARTMENT OR CALL 911. DO NOT DISREGARD OR DELAY SEEKING MEDICAL ADVICE BECAUSE OF CONTENT YOU HAVE READ ON THIS SITE OR OBTAINED THROUGH OUR SERVICES. THIS SITE DOES NOT CONTAIN MEDICAL ADVICE AND WE DO NOT MONITOR THIS SITE OR COMMUNICATIONS FROM THIS SITE OR THROUGH OUR SERVICES FOR MEDICAL DIAGNOSTIC OR EMERGENCY HEALTH CARE PURPOSES. Please review the Section below entitled No Medical Services or Advice for additional details.

MEDENTUM IS NOT A PROVIDER OF MEDICAL ADVICE, TREATMENT OR DIAGNOSIS. BEFORE YOU TAKE ANY ACTION THAT MAY AFFECT YOUR HEALTH OR SAFETY, PLEASE CONSULT WITH A HEALTHCARE PROFESSIONAL. IF YOU ARE A HEALTHCARE PROVIDER, THE INFORMATION PROVIDED IS FOR GENERAL INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO SERVE AS, NOR SHOULD IT BE RELIED UPON FOR, MEDICAL OR CLINICAL DECISION-MAKING.

Accounts; Passwords

Certain features or services offered on our Site require you to open an account. You must complete the specified registration process by providing us with current, complete, and accurate information as requested by the applicable registration form/process. It is your responsibility to maintain the currency, completeness, and accuracy of your registration data and any loss caused by your failure to do so is your responsibility. After you have fully completed the registration form, you may be asked to choose a password and a username. It is entirely your responsibility to maintain the confidentiality of your password and account. Additionally, you are entirely responsible for any and all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account. You further agree not to email, post, or otherwise disseminate any user ID, password, or other information which provides you access to the Site. Medentum is not liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge.

Privacy

Please also consult our [Privacy Policy](#) for a description of our privacy practices and policies. Our Privacy Policy is a part of these Terms, and you agree to our use and sharing of the information we collect about you as described in here and in our Privacy Policy.

Access to Site and Services; Restrictions

Subject to your continued compliance with these Terms, we hereby grant you a right to access and use the Site and Services. Certain Site features and functionality are licensed or provided by third parties (each a **“Third-Party Licensor”**). Your right to use the Site and Services is revocable in the discretion of Medentum and its Third-Party Licensors.

You are responsible for your use of the Site and Services, and for any use of the Site or Services made using your account. We prohibit certain kinds of conduct that may be harmful to other users or to us. When you use the Site or Services, you may not:

- violate any law or regulation;
- violate, infringe, or misappropriate other people’s intellectual property, privacy, publicity, or other legal rights;
- send or share anything that is illegal, abusive, harassing, harmful to reputation, pornographic, indecent, profane, obscene, hateful, racist, or otherwise objectionable;
- engage in spidering or harvesting, or participate in the use of software, including spyware, designed to collect data from the Site or Services whether through automatic, manual, or other means not purposely made available by us, including to develop or improve any software program, algorithm, or machine learning or artificial intelligence model;
- transmit any viruses or other computer instructions or technological means whose purpose is to disrupt, damage, or interfere with the use of computers or related systems;
- stalk, harass, or harm another individual;

- impersonate any person or entity or perform any other similar fraudulent activity, such as phishing;
- sell, resell, lend, loan, lease, license, sublicense or transfer any of your rights to access or use Services, including, without limitation, providing outsourcing, service bureau, hosting, application service provider or on-line services to third parties, or otherwise make the Services, or access thereto, available to any third party;
- use, display, mirror, frame or utilize framing techniques to enclose the Services, or any individual element or materials the Services, our Marks or other proprietary information without our express written consent;
- download, otherwise make available, Your data from the Services in way that circumvents the intended use of the Services;
- use the Services to build a competitive product or offering, or other service that substantially replicates any features of the Services;
- make the Services, or any materials or content provided hereunder, available in any manner to any third party for use in the third party's business operations;
- use the Services in any manner to attempt to migrate our customers away from us;
- transmit, post, disclose, reproduce or publish online, though social media, or in any other manner any content or information from the Site or Services, including without limitation, any screenshots, transcripts, dialog, chat conversations
- perform or disclose to any third party any benchmarks, evaluations, performance tests, or competitive analysis of the Services (including uptime, response time, or other indicators), without our prior written consent;
- use any means to scrape or crawl any Web pages contained in the Site;
- attempt to circumvent any technological measure implemented by us or any of our providers or any other third party (including another user) to protect the Site or Services;
- attempt to decipher, decompile, disassemble, alter, modify, merge, reroute, create derivative works of or reverse engineer any of the software, APIs or other underlying code used to provide the Site or Services; or
- advocate, encourage, or assist any third party in doing any of the foregoing.

User Content

Our Site permits you to submit your personal information, data and information related to you ("**User Content**"). By using these features, you agree that you will not include any content that is unlawful, harmful, tortious, defamatory, libelous, obscene, invasive of the privacy of another person, threatening,

harassing, abusive, hateful, racist, infringing, pornographic, violent or otherwise objectionable or inappropriate as determined by Medentum; that you will not submit any content that contains personal information about any other individual, violates the privacy/publicity of any other individual or entity, or anything that you are under a contractual obligation to keep private or confidential; that you will not impersonate any person or organization, including without limitation, the personnel of Medentum, or misrepresent an affiliation with another person or organization; you will not submit any content that contains viruses, corrupted files, or any other similar software or programs that may adversely affect the operation of the Site, or feature of the Site. You further understand and agree that you have no ownership rights in materials you submit to us, to any account you may have with us, or other access to the Site or features therein. Medentum may cancel your account and delete all User Content associated with your account at any time, and without notice, if Medentum deems that you have violated these Terms, the law, or for any other reason. Medentum assumes no liability for any information removed from our Site and reserves the right to permanently restrict access to the Site or a user account.

User content is not to be shared with others and is not meant to be stored on personal devices.

Medentum does not endorse, verify, evaluate, or guarantee any information provided by users and nothing shall be considered as an endorsement, verification or guarantee of any User Content. You shall not create or distribute information, including but not limited to advertisements, press releases or other marketing materials, or include links to any sites which contain or suggest an endorsement by Medentum without the prior review and written approval of Medentum.

You agree to indemnify and hold Medentum, its parents, subsidiaries, officers, employees, and website contractors and each of their officers, employees and agents harmless from any claims, damages and expenses, including reasonable attorneys' fees and costs, related to your violation of these Terms, including the Privacy Policy, or any violations thereof by your dependents or which arises from the use of User Content you submitted or otherwise provided to Medentum.

Location Data Collection

Our app requests access to your device's location (approximate and/or precise) only while you are actively using the app.

We use this data to personalize your experience and improve service accuracy. We also use it to identify the location of your handheld device so that app and device can communicate.

Location data is not stored permanently and is not shared with third parties except as required to provide these services (e.g., Google Maps for displaying directions).

Ownership of the Site

Other than User Content, we own or license all right, title, and interest in and to (a) the Site and Services, including all software, text, media, and other content available on the Site and Services ("**Our Content**"); and (b) our trademarks, logos, and brand elements ("**Marks**"). The Site and Services, Our Content, and Marks are all protected under U.S. and international laws. The look and feel of the Site and Services are copyright © Medentum Innovations, Inc. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS, Javascript, or visual design elements or concepts without express written permission from our Company.

Use of Artificial Intelligence (AI)

We use artificial intelligence (AI) to make available certain features through our App. In particular, the privately developed AI may suggest a possible medical diagnosis based on your symptoms. Patient data collected through the Services may be combined with publicly available datasets for the purpose of developing AI models. These models may provide real-time information, such as detection of wheeze from lung sounds or potential diagnoses of certain ear, nose, and throat (ENT) conditions (e.g., strep throat or middle ear infections) through image analysis. Models may utilize multiple data sources to offer triage suggestions (such as urgent care or routine follow-up), potential diagnoses (including asthma or COPD exacerbations), and possible treatment recommendations (such as adjustments to inhaler use). Please note that none of the described AI models have received clearance or approval from the U.S. Food and Drug Administration (FDA). The outputs provided by these models are for informational purposes only and should not be used as a substitute for professional medical advice or clinical judgment.

SUCH SUGGESTIONS ARE NOT MEDICALLY VERIFIED, HAVE NOT BEEN APPROVED BY THE FDA, AND MAY BE INACCURATE. PLEASE CONSULT A HEALTHCARE PROFESSIONAL AND DO NOT USE THE SUGGESTIONS IN PLACE OF MEDICAL ADVICE.

Please note that in order to make this feature available through our App, we need to collect certain sets of data which will be later used to train our AI model. Such data is collected, stored and processed according to our Privacy Policy.

Mobile Application

The use of Medentum mobile application (“App”) requires use of a mobile device and wireless mobile data service, which must be obtained from your wireless carrier, and may require Internet access, which must be obtained from your service provider; you are responsible for obtaining and paying for such additional services and obtaining a suitable device, including without limitation all usage charges related thereto. You are required to send and receive, at your cost, electronic communications related to the App, including without limitation, administrative messages, service announcements, diagnostic data reports, and App updates, from Medentum, your mobile carrier or third-party service providers. If you do not have an unlimited wireless mobile data plan, you may incur additional charges from your wireless service provider in connection with your use of the App. You are solely responsible for obtaining any additional subscription or connectivity services or equipment necessary to access the App, including but not limited to payment of all third-party fees associated therewith, including fees or information sent to or through the App. Medentum does not warrant that the App will be compatible with your mobile device. If you download the App, with your permission, we may also push notifications to your device. You will be able to opt out of push notifications in your device’s settings.

Provider Interface

Medentum provides a secure web-based healthcare provider interface (“Interface”) that displays information collected from patients for review by qualified healthcare professionals. The interface may present diagnostic predictions and suggestions generated by artificial intelligence; such outputs are provided for informational purposes only. Healthcare providers are expected to exercise their independent professional judgment and are solely responsible for all clinical decisions and medical opinions rendered. Providers must not rely solely on the information displayed through the Interface in the delivery of medical care. Healthcare providers are independent of Medentum and bear full

responsibility for the provision of any medical services, opinions, and clinical decision-making. Access to the Interface may require an active Internet connection and appropriate compatible hardware, which you are solely responsible for obtaining and maintaining at your own expense, including without limitation, all related usage or subscription charges, connectivity services, third-party service fees, and equipment costs necessary for access to the Interface.

Third Party Websites

This Site or Services may contain hyperlinks to sites not maintained by or related to Medentum. Hyperlinks are provided as a service to users and are not sponsored by or affiliated with this Site or Medentum, and Medentum makes no representations or warranties about the content, completeness, or accuracy of those third-party sites. Information you submit at a third-party site accessible from this Site is subject to the terms of that site's privacy policy, and Medentum has no control over how your information is collected, used, or otherwise handled.

No Medical Services or Advice

You understand and agree that any health information and other content appearing on the Site or Services, or developed with your input, whether you are a provider, eligible member, or member or someone acting legally on their behalf, is for informational purposes only. The User Content, Site and Services are not designed to provide medical diagnosis, advice, or treatment. You should discuss all information received through the Services with a healthcare professional before making any medical decisions, including starting, stopping, or modifying any medication or other treatment or care plan. You acknowledge that your use of the Site or Services does not create a medical provider-patient relationship or constitute the practice of medicine or provision of medical care. You acknowledge that you are responsible for consulting with a medical provider whether or not the Site or Services suggests seeking medical advice.

YOUR USE OF THE SITE, SERVICES AND USER CONTENT IS SOLELY AT YOUR OWN RISK. THE SERVICES AND USER CONTENT, WHETHER SUCH CONTENT IS PROVIDED BY OR THROUGH THE SITE, THE USE OF THE SERVICES OR THROUGH ANY OTHER COMMUNICATIONS FROM MEDENTUM, IS NOT INTENDED AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. DO NOT DISREGARD, AVOID OR DELAY OBTAINING MEDICAL ADVICE FROM A QUALIFIED HEALTHCARE PROVIDER BECAUSE OF SOMETHING YOU MAY HAVE READ ON THE SITE OR INFORMATION YOU MAY HAVE OBTAINED THROUGH THE SERVICES. THE SERVICES ENABLE COORDINATION AND DIRECT COMMUNICATION WITH A PROVIDER (AS DEFINED BELOW). MEDENTUM, ITSELF, DOES NOT PROVIDE MEDICAL OR HEALTH ADVICE, CARE, DIAGNOSIS, OR TREATMENT. DO NOT USE THE SIT OR SERVICES FOR EMERGENCY MEDICAL NEEDS. IF YOU EXPERIENCE A MEDICAL EMERGENCY, IMMEDIATELY CALL 911 AND A HEALTH CARE PROFESSIONAL. NOTHING STATED OR POSTED ON THE SITE IS INTENDED TO BE AND MUST NOT BE TAKEN TO BE THE PRACTICE OF MEDICINE OR THE PROVISION OF MEDICAL CARE.

YOU ACKNOWLEDGE AND AGREE THAT MEDENTUM MAY CONNECT YOU TO ONE OR MORE INDEPENDENT HEALTH CARE PROFESSIONALS/PROVIDERS THAT ARE CONTRACTED WITH MEDENTUM (EACH A "PROVIDER") TO PROVIDE YOU WITH PROFESSIONAL SERVICES. FOR CLARITY, ANY PATIENT-PROVIDER RELATIONSHIP BETWEEN YOU AND ANY PROVIDER WILL BE ESTABLISHED SEPARATELY AND DIRECTLY WITH SUCH PROVIDER. MEDENTUM IS NOT A PARTY TO ANY SUCH RELATIONSHIPS AND EACH PROVIDER (AS DEFINED ABOVE) IS SOLELY RESPONSIBLE FOR THE DELIVERY OF ANY OPINIONS YOU

RECEIVE THROUGH YOUR ACCESS TO AND USE OF THE SITE AND SERVICES. YOU ALSO AGREE THAT OPINIONS EXPRESSED BY A PROVIDER IN CONNECTION WITH THE SERVICES ARE NOT THAT OF MEDENTUM AND WILL NOT BE USED IN ANY LEGAL DISPUTE AGAINST MEDENTUM, INCLUDING BUT NOT LIMITED TO LITIGATION, ARBITRATION, CLAIM FOR DISABILITY BENEFITS, CLAIM FOR WORKER'S COMPENSATION AND/OR MALPRACTICE CLAIMS.

PROVIDER ATTESTATION: WHEN USING THE MEDENTUM PROVIDER INTERFACE, PROVIDERS ACKNOWLEDGE THAT THE PLATFORM SERVES AS A TOOL FOR VIEWING PATIENT INFORMATION AND RECEIVING AI-GENERATED SUGGESTIONS REGARDING POSSIBLE DIAGNOSES AND TREATMENTS. THIS INFORMATION, INCLUDING BOTH THE PATIENT DATA DISPLAYED AND THE AI-GENERATED SUGGESTIONS, MAY NOT ALWAYS BE ACCURATE OR COMPLETE AND SHOULD NOT BE RELIED UPON AS THE SOLE BASIS FOR MAKING CLINICAL OR MEDICAL DECISIONS. PROVIDERS AGREE THAT IT IS THEIR RESPONSIBILITY TO INDEPENDENTLY VERIFY ANY INFORMATION PRESENTED THROUGH THE INTERFACE, USING STANDARD CLINICAL PRACTICES SUCH AS DIRECT PATIENT INTERVIEWS AND EXAMINATIONS, WHETHER CONDUCTED IN PERSON OR VIRTUALLY. MEDENTUM DOES NOT ASSUME RESPONSIBILITY OR LIABILITY FOR ANY CLINICAL DECISIONS MADE BY PROVIDERS, REGARDLESS OF WHETHER THOSE DECISIONS ARE BASED IN WHOLE OR IN PART ON INFORMATION OR SUGGESTIONS PROVIDED THROUGH THE INTERFACE WITHOUT PROPER INDEPENDENT VERIFICATION. PROVIDERS UNDERSTAND AND ACCEPT THAT THEY ARE FULLY RESPONSIBLE FOR ALL CLINICAL DECISIONS AND THE CARE THEY PROVIDE TO THEIR PATIENTS.

Disclaimer of Warranties

THIS SITE IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO THIS SITE OR ANY INFORMATION OR SOFTWARE THEREIN. Medentum makes no representations about the reliability of the features of this Site, the Medentum Content, User Content, or any other Site feature, and disclaims all liability in the event of any service failure. You acknowledge that any reliance on such material or systems will be at your own risk. Medentum makes no representations regarding the amount of time that any Medentum Content or User Content will be preserved.

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS SITE, SITE-RELATED SERVICES, AND LINKED WEBSITES. MEDENTUM DOES NOT WARRANT THAT FILES AVAILABLE FOR DOWNLOAD WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES, OR OTHER DESTRUCTIVE PROGRAMMING. YOU ARE RESPONSIBLE FOR IMPLEMENTING PROCEDURES SUFFICIENT TO SATISFY YOUR NEEDS FOR DATA BACK UP AND SECURITY.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL MEDENTUM BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THIS SITE, NOR SHALL MEDENTUM BE RESPONSIBLE FOR ANY DAMAGES WHATSOEVER THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE WHETHER OR NOT CAUSED BY EVENTS BEYOND MEDENTUM'S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO THIS SITE'S RECORDS, PROGRAMS, OR SERVICES. UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO A NEGLIGENT ACT, WILL MEDENTUM OR ITS AFFILIATES OR AGENTS BE LIABLE FOR ANY

DAMAGE OF ANY KIND THAT RESULTS FROM THE USE OF, OR THE INABILITY TO USE, THE SITE, EVEN IF MEDENTUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; AS A RESULT, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

YOU MAY HAVE THE ABILITY TO DOWNLOAD YOUR DATA FROM THE APPLICATION (FOR EXAMPLE, TO A PERSONAL DEVICE) AND SHARE SUCH DATA WITH THIRD PARTIES. ANY SUCH ACTIONS TAKEN BY YOU TO DOWNLOAD AND DISTRIBUTE DATA OUTSIDE THE APPLICATION, INCLUDING IN A MANNER THAT CIRCUMVENTS THE INTENDED USE OF THE SERVICES, ARE DONE AT YOUR OWN RISK AND RESPONSIBILITY. MEDENTUM DISCLAIMS ALL LIABILITY ARISING FROM ANY USE, DISTRIBUTION, OR SHARING OF DATA ONCE IT HAS BEEN EXPORTED OUTSIDE OF THE APPLICATION.

Indemnification

To the maximum extent permitted by applicable law, you agree to indemnify and hold harmless our Company and its Affiliates from and against any and all actions, claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, relating to: (a) your use or misuse of the Services, products, or any related services; (b) any clinical or medical decisions, actions, or omissions made by you or by individuals under your direction when using or relying on the device or its outputs; (c) your violation of these Terms; (d) any breach of applicable laws, regulations, standards of medical practice, or third-party rights by You; (e) any bodily injury (including death) or harm to any person, or damage to property, resulting from your use of the device; or (f) any negligent, reckless, or willful misconduct by you or any person acting on your behalf.

This indemnification obligation shall survive the termination or expiration of these Terms and Conditions and your use of the Services.

Export Policy and Restrictions

You acknowledge that the products and Medentum Content which are sold or licensed on the Site, which may include technology and software, are subject to the customs and export control laws and regulations of the United States of America and may also be subject to the customs and export laws and regulations of the country in which the products are manufactured and/or received. By purchasing, downloading or using technology or software from the Site, you agree to abide by the applicable laws, rules and regulations - including, but not limited to the Export Administration Act and the Arms Export Control Act - and you represent and warrant that you will not transfer, by electronic transmission or otherwise, the software or technology to a foreign national or a foreign destination in violation of the law. By purchasing any products, you agree that you will not use any products, or provide products to any person, who is forbidden from receiving the product under the Export Administration Regulations or any economic sanctions are maintained by the U.S. Department of Treasury. U.S. antiboycott regulations, or U.S. economic sanctions, including the export and antiboycott restrictions found in the Export Administration Regulations or the sanctions regulations administered by the U.S. Office of Foreign Assets Control. You shall indemnify and hold harmless Medentum from all claims, demands, damages, costs, fines, penalties, attorneys' fees, and all other expenses arising from your failure to comply with this provision and/or applicable export control, antiboycott, or economic sanctions laws and regulations.

Governing Law

These Terms will be governed by and construed in accordance with the internal laws of Virginia without giving effect to any conflict of laws rules or provisions. Without altering the arbitration agreement set forth below, in the event any action of whatever nature relating to these Terms, the Products, the Site, or Services must be filed in a court, we mutually agree that such action may only be filed in the state or federal courts located in the State of Virginia. You consent and submit to the personal jurisdiction of such courts for the purposes of any such action and agree not to challenge the convenience of the forum.

Arbitration Agreement

Informal Dispute Resolution. We try to address any disputes without the need to initiate a formal legal case. You agree that prior to submitting any dispute or claim to arbitration for resolution, you and we agree to make a good faith effort to resolve it informally, including having at least one telephone or videoconference conversation between you, personally, and us. To initiate this good faith effort to informally resolve a dispute you agree to notify us in writing by email at info@medentum.com, of the nature of the dispute, the basis for your claims and the resolution that you are seeking, including any monetary amount, with as much detail as you can provide so that we can gain a sufficient understanding of the dispute. Within the sixty (60) days following our receipt of this notice, you agree to engage in good faith efforts to resolve the dispute, including personally participating in a telephone call or videoconference with us. You may have a lawyer attend the call with you if you wish. If the dispute is not resolved within that sixty (60) days (which period can be extended by agreement of the parties), you or we may commence proceedings as set out in these Terms to resolve the dispute consistent with the process set forth below. Compliance with and completing this informal dispute resolution process is a condition precedent to commencing an arbitration. You and we agree to toll any applicable statute of limitations and filing fee deadlines while the parties engage in this informal dispute resolution process from the date we receive your notice to the date an action is commenced or the conclusion of the 60-day period described above, whichever is sooner. A court of competent jurisdiction shall have the authority to enforce this condition precedent, which includes the power to enjoin the filing or prosecution of a demand for arbitration.

Arbitration Agreement and Waiver of Certain Rights. You and Medentum agree that, except as set forth below, we will resolve any controversies, claims, counterclaims, or other disputes between you and Medentum or you and a third-party agent of Medentum (a “**Claim**”) through final and binding arbitration instead of through court proceedings in accordance with the Consumer Arbitration Rules of the American Arbitration Association (“**AAA Rules**”). This arbitration agreement applies to any existing or future Claims that you have not individually filed in a court of law or in arbitration prior to the date you agreed to these Terms. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. You and we hereby waive any right to a jury trial of any Claim. The arbitration will be heard and determined by a single arbitrator. The arbitrator's decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. The parties agree that the arbitration proceedings will be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies, or as specifically permitted by state law. The Federal Arbitration Act and federal arbitration law apply to this agreement. A court of competent jurisdiction has exclusive authority to

determine the existence, scope, and validity of the arbitration agreement and the arbitrability of any claim or counterclaim, including, without limitation, whether any conditions precedent to the commencement of an arbitration have been completely satisfied and any objections with respect to any of the foregoing.

To begin an arbitration proceeding, you must send us an individual letter signed by you requesting arbitration and describing your claim at info@medentum.com . This letter must be sent at least ten (10) business days before you initiate an arbitration proceeding against us.

Any party to the arbitration may at any time serve an offer of compromise in writing upon any other party to the action. Offers of compromise pursuant to these Terms will be adjudicated and interpreted in accordance with California Code of Civil Procedure section 998.

If you demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Medentum will pay as much of the administrative costs and arbitrator's fees required for the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being prohibitive. In the final award, the arbitrator may apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate.

This arbitration agreement does not preclude you or Medentum from seeking action by federal, state, or local government agencies. You and Medentum also have the right to bring qualifying claims in small claims court or transfer qualifying claims to small claims court. Either party may elect that a Claim be filed exclusively in a small claims court of competent jurisdiction by providing notice to the other party. In the event a Claim has already been filed in arbitration, the party who has filed that Claim will, within ten (10) business days of receiving such a notice, withdraw their Claim from arbitration. The parties will then proceed with the Claim exclusively in small claims court. A party may apply to any court of competent jurisdiction to enforce the terms of this paragraph. In addition, you and Medentum retain the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitral attachments or preliminary injunctions. Any such request shall not be deemed incompatible with these Terms, nor a waiver of the right to have disputes submitted to arbitration as provided in these Terms. Neither you nor Medentum may act as a class representative or private attorney general, nor participate as a member of a class of claimants, with respect to any Claim. You may not bring Claims in arbitration on a class or representative basis. The arbitrator can decide only your and/or Medentum's individual Claims.

If for any reason a Claim proceeds in court rather than in arbitration, you and Medentum each waive any right to a jury trial. No waiver of any provision of this Section of the Terms will be effective or enforceable unless recorded in a writing signed by the party waiving such a right or requirement. Such a waiver shall not waive or affect any other portion of these Terms. The arbitrator may award in the arbitration the same damages or other relief available under applicable law, including injunctive and declaratory relief, as if the action were brought in court on an individual basis. Notwithstanding anything to the contrary in the foregoing or herein, the arbitrator may not issue a "public injunction" and any such "public injunction" may be awarded only by a federal or state court. If either party seeks a "public injunction," all other claims and prayers for relief must be adjudicated in arbitration first and any prayer or claim for a "public injunction" in federal or state court stayed until the arbitration is completed, after which the federal or state court can adjudicate the party's claim or prayer for "public injunctive relief." In

doing so, the federal or state court is bound under principles of claim or issue preclusion by the decision of the arbitrator.

This Arbitration Agreement Section of the Terms will survive the termination of your relationship with Medentum.

THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN AAA RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT YOU OR MEDENTUM WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

Mass Arbitration Process Requirements. If twenty-five (25) or more similar claims are asserted against Medentum at or around the same time by the same or coordinated counsel or are otherwise coordinated (and your Claim is one such claim) (a “**Mass Arbitration**”), you understand and agree that the resolution of your Claim might be delayed. You also agree to the following process and application of the AAA Multiple Consumer Case Filing Fee Schedule and Supplementary Rules. Regardless of the provisions in the arbitration agreement above about the prohibitive costs of individual arbitration for you, if your lawyer or their business partner (each a “**Third-Party Funder**”) is directly or indirectly paying or advancing the arbitration fees and costs in a Mass Arbitration on your behalf, the Process Arbitrator shall have discretion to determine whether the total arbitration fees and costs due to AAA should be split evenly between the Third-Party Funder(s), on the one hand, and us, on the other hand. The Process Arbitrator shall make or confirm this discretionary decision before the initiation of each batch, as set out below. In the final decision, the arbitrator can reevaluate and divide the arbitration fees and costs among the Third-Party Funder(s) and us in amounts they see fit to ensure a fair division among the parties. Additionally, when permitted under applicable rules, you may be responsible for our arbitration fees and costs.

Twenty (20) claims shall be selected to proceed to individual arbitration proceedings as part of a first batching process, ten (10) of which will be selected by the claimants and ten (10) of which will be selected by Medentum. The remaining claims shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those claims until they are selected to proceed to individual arbitration proceedings as part of the staged process described herein. If the parties are unable to resolve the remaining claims after the conclusion of the initial twenty (20) proceedings, the parties shall participate in a global mediation session before a retired state or federal court judge, for which Medentum will pay the mediator's fee. If the parties are unable to resolve the remaining claims through mediation at this time, then forty (40) claims shall be selected to proceed to individual arbitration proceedings as part of a second batching process, twenty (20) of which will be selected by the claimants and twenty (20) of which will be selected by Medentum. (If there are fewer than forty (40) claims remaining, all shall proceed.) The remaining claims shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those claims until they are selected to proceed to individual arbitration proceedings as part of the staged process described herein. In any batching process, a single arbitrator shall preside over each proceeding, and only one proceeding may be assigned to each arbitrator unless the parties agree otherwise. If the parties are unable to resolve the remaining claims after the conclusion of the forty (40) proceedings, the parties shall participate in another global mediation session before a retired state or federal court judge, for which Medentum will pay the

mediator's fee. If the parties are unable to resolve the remaining claims in mediation at this time, this staged process shall continue with no more than one hundred (100) claims proceeding at any time in a staged order that is selected randomly or by the AAA, until all the coordinated claims, including your Claim, are adjudicated or otherwise resolved. At any time during these proceedings, we agree to participate in a global mediation session should your counsel request it in an effort to resolve all remaining claims. Any applicable statute of limitations on your Claims and filing fee deadlines shall be tolled for claims subject to this section regarding "Mass Arbitration Process Requirements" from the time claims are selected for the first set of batching proceedings until the time your Claim is selected to proceed in arbitration, withdrawn, or otherwise resolved. A court of competent jurisdiction shall have authority to enforce this section regarding "Mass Arbitration Process Requirements" and, if necessary, to enjoin the filing or prosecution of arbitration demands against Medentum. Should a court of competent jurisdiction decline to enforce these "Mass Arbitration Process Requirements," you and we agree that your and our counsel shall engage in good faith and with the assistance of a Process Arbitrator to devise and implement procedures that ensure that arbitration remains efficient and cost-effective for all parties. Either party may engage with the AAA to address reductions in arbitration fees.

Termination

Medentum may, in its sole discretion, and at any time, discontinue this Site or any part thereof, with or without notice, or may prevent your use of this Site with or without notice to you. You agree that you do not have any rights in this Site and that Medentum will have no liability to you if this Site is discontinued or your ability to access the Site or any content you may have posted on the Site is terminated.

Miscellaneous

Any other terms and warranty policies on our Site are hereby incorporated by reference into these Terms. These Terms constitute a binding agreement between you and Medentum and is accepted by you upon your use of the Site or your account. These Terms constitute the entire agreement between you and Medentum regarding the use of the Site and your account. Both you and Medentum acknowledge and agree that no partnership is formed and neither you nor Medentum has the power or the authority to obligate or bind the other. If Medentum fails to act with respect to your breach or anyone else's breach on any occasion, Medentum is not waiving its right to act with respect to future or similar breaches. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms of use and shall not affect the validity and enforceability of any remaining provisions. Medentum may assign this agreement, in whole or in part, at any time with or without notice to you. You may not assign this agreement, or any part of it, to any other person. Any attempt by you to do so is void.

Changes to these Terms

From time to time, we may update this Site and these Terms. If we change these Terms, we will give you notice by posting the revised Terms on the Site. Changes to the Terms are effective when posted to the Site.

Contact Us

If you have any questions or concerns about these Terms, please contact us by email at info@medentum.com.

Device Loan & Reimbursement Agreement

*****This agreement applies only in the event that a device is provided to a participant for use during a clinical trial or platform test study***. This does not apply to users that purchase the device or are provided a device by their insurer, employer or health system*****

1. Loan of Device

The study team ("Lender") is loaning the device listed above ("Device") to the Participant for the duration of the study. The Participant acknowledges receipt of the Device in good working condition upon receipt.

2. Participant Responsibility

The Participant agrees to:

- Keep the Device safe and secure while in their possession.
- Use the Device only as instructed by the study team.
- Not sell, transfer, or otherwise give the Device to another person or entity.
- Notify the study team immediately if the Device is lost, stolen, or damaged.

3. Reimbursement Obligation

If the Device is lost, stolen and not recovered, permanently damaged beyond repair, or sold/transferred by the Participant, the Participant agrees to reimburse the study team \$500 (the full replacement value). Reimbursement is due within **14 calendar days** of the study team's written request for payment.

4. Exceptions & Insurance

If the loss or damage is the result of theft and the Participant provides a police report within **7 calendar days**, the study team may, at its discretion, consider a partial or full waiver of the reimbursement obligation. The study team is not required to waive reimbursement.

5. Payment Methods

Payment may be made by check, credit card, electronic transfer, or other methods agreed upon by the Participant and the study team.

6. Device Return

The Participant will return the Device to the study team at the end of their participation or on request by the study team. The Device must be returned in the same condition as received, allowing for reasonable wear and tear.

7. Acknowledgement

By accepting this agreement, the Participant acknowledges that they have read, understand, and agree to the terms of this Agreement.

