



End User Terms of Service

Last updated: *June 30, 2024*

Welcome to Human API

HumanAPI Inc. (“Human API,” “we,” “us,” “our”) provide products and services (described below) to you through its website located at <https://humanapi.co/> (the “Site”) and through its mobile applications and related services (collectively, such services, including any new features and applications, and the Site, the “Service(s)”), subject to the following End User Terms of Service (as amended from time to time, the “Terms of Service”). We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these terms were last revised. We will also notify you, either through the Services user interface, in an email notification or through other reasonable means. Any such changes will become effective no earlier than fourteen (14) days after they are posted, except that changes addressing new functions of the Services or changes made for legal reasons will be effective immediately. Your continued use of the Service after the date any such changes become effective constitutes your acceptance of the new Terms of Service.

Please Read These Terms Of Service Carefully, As They Contain An Agreement To Arbitrate And Other Important Information Regarding Your Legal Rights, Remedies, And Obligations. The agreement to arbitrate requires (with limited exceptions) that you submit claims you have against us to binding and final arbitration, and further (1) you will only be permitted to pursue claims against Human API on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding, (2) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis, and (3) you may not be able to have any claims you have against us resolved by a jury or in a court of law.

In addition, when using certain services, you will be subject to any additional terms applicable to such services that may be posted on the Service from time to time, including, without limitation, the Privacy Policy located at <https://www.humanapi.co/privacy-policy>. All such terms are hereby incorporated by reference into these Terms of Service.

We Respect Your Privacy – Please Read Our Privacy Policy

At Human API, we respect the privacy of our users. For details please see our [Privacy Policy](#) referenced above. By affirmatively checking the box on the log-in screen, you consent to our collection and use of personal data as outlined therein.

Access and Use of the Service

The Human API Platform: The Service is designed to provide a platform that enables you to collect and share your personal health data.

Customers: The Service also permits end users to interact with developers that create means of displaying data which end users authorize to share via the Service (“Developers”) and to organizational customers of Human API (“Organizational Customers”). For purposes hereof, “Customers” means Developers and Organizational Customers.

You Authorize Us To Use Your Data In Accordance With Our Privacy Policy: You hereby authorize the collection, storage, integration, transmission, use, sharing and/or display by Human API of personal data from health records, personal trackers or other personal data sources as further described herein (including in our Privacy Policy) and such health information may include but not be limited to information about your medications, medical tests, medical records, physical or mental health conditions or diagnoses, reproductive data, genetic data, race, ethnicity, and sexual orientation and other personal data which may include but not be limited to your name, address, phone number and email to provide our services to you including life insurance underwriting, if applicable, for statistical purposes, to de-identify such information, and to improve our products and services. We may share your information with Customers and our affiliates, including LexisNexis Risk Solutions, Inc., and service providers for these uses. Some or all of the information collected may be considered sensitive personal data under applicable law and we may be required to obtain your consent to process this information. You may have the right to withdraw this consent and can do so by contacting us at help@humanapi.co. To the extent applicable, you may have a right to limit or opt-out of certain uses and disclosures of your sensitive personal data.

You Authorize Us To Provide Your Data To a Third Party: You hereby authorize us to share your health information which may include but not be limited to information about your medications, medical tests, medical records, physical or mental health conditions or diagnoses, reproductive data, genetic data, race, ethnicity, and sexual orientation and other personal data which may include but not be limited to your name, address, phone number and email with Customers and our affiliates, including LexisNexis Risk Solutions, Inc., and service providers for the purposes of providing the services you are requesting including life insurance underwriting, if applicable. Some or all of the information may be considered sensitive personal data under applicable law and we may be required to obtain your consent to process this information. You may have the right to withdraw this consent and can do so by contacting us at help@humanapi.co. To the extent applicable, you may have a right to limit or opt-out of certain uses and disclosures of your sensitive personal data. Please see our [Privacy Policy](#) for more information.

Notifications and Alerts: As part of using our services, we post electronic communications on the Site or within the Services to keep you informed. Notices and other information may be provided in text on the Site or Services and through a link to the appropriate page, generally accessible through any standard, commercially available internet browser.

If You Consent To It, We May Send You Electronic Communications: If you provide us with your e-mail address and your consent, you agree to receive all required notices and information delivered to your email address that we have on file for you. In such case, it is your responsibility to promptly update us with your complete, accurate contact information, or change your information, including email address, as appropriate. Your consent to receive communications electronically is valid until your transaction with a Customer is completed and you end your relationship with us.

You may print a copy of any electronic communications and retain it for your records. We reserve the right to terminate or change how we provide electronic communications and will provide you with appropriate notice in accordance with applicable law.

We Are Not Responsible For Third Party Sources: You may direct Human API to retrieve your information maintained online by third parties with which you have customer or patient relationships, maintain accounts or engage in transactions – e.g., through our Connect service. Human API maintains online access to healthcare provider portals and other services and devices to access your information. Except as required under applicable law, Human API does not review your information for accuracy, legality or non-infringement and Human API is not responsible for the information or products and services offered by third parties.

In addition, you acknowledge that Human API does not control or maintain the various sources of data or other content that you may enable to be collected, stored, integrated, transmitted, shared and/or displayed in connection with the Service. You agree that Human API has no obligation to maintain, correct or amend such data or other content, except as required under applicable law.

If You Elect To Enable The Sharing of Data From Our Customers, We Are Not Responsible For Such Data: Except as otherwise required under applicable law, you acknowledge that Customers, and not Human API, are solely responsible for all information and/or other materials, in whatever form, made available by Customers to end users via the Service. We also provide certain services to Customers that collect one or more data streams on behalf of their employees, members or customers who are end users of the Service.

We Reserve the Right To Modify the Service: Human API reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Human API will not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

We May Update Our General Practices Regarding Use and Storage From Time to Time: You acknowledge that Human API may establish general practices and limits concerning use of the Service, including without limitation the maximum period of time that data or other content will be retained by the Service and the maximum storage space that will be allotted on Human API's servers on your behalf. You agree that Human API has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Service. You acknowledge that Human API reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that Human API reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

If You Use Any Of Our Mobile Services, You Are Responsible For Connectivity: The Service includes certain services that are available via a mobile device, including (i) the ability to upload data or other content to the Service via a mobile device, (ii) the ability to browse the Service and the Site from a mobile device and (iii) the ability to access certain features through an application downloaded and installed on 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.

We May Send You Text Messages: By using the Services, you consent to receive information from us via SMS and/or MMS messages sent through an automated telephone dialing system (“Text Service”), even if you have opted in to the National Do Not Call List, any state Do not Call List, or the internal Do Not Call List of any company. You may be required to respond to an initial message as instructed to complete your registration and confirm enrollment in the Text Service. The enrollment process will disclose the program, frequency of messages, and options to cancel your enrollment. You do not have to participate in the Text Service in order to use the Service. In the event you no longer want to participate in the Text Service, you agree to notify us directly. In the event you change or deactivate your mobile telephone number, you agree to promptly update your account information to ensure that your messages are not sent to the person that acquires your old number.

There is no additional charge from Human API for the Text Service, but your mobile carrier’s standard message and data rates apply to any messages you send or receive through the Text Service, including confirmations and subsequent texts. Your carrier may prohibit or restrict certain mobile features and certain mobile features may be incompatible with your carrier or mobile device. We are not liable for any delays in the receipt of, or any failures to receive, any SMS or MMS messages, as delivery is subject to effective transmission by your mobile carrier and compatibility of your mobile device. Please contact your mobile carrier if you have any questions regarding these issues or your mobile data and messaging plan.

As described in the Text Service enrollment and welcome messages, including messages sent to a shortcode associated with the Text Service or by reply to any message you receive from us, you may text “STOP” to cancel or “HELP” for customer support information. If you choose to cancel your Text Service, you agree to receive a final text message from the Text Service confirming your cancellation.

Age Requirements: If you are under 13 years of age, you are not authorized to use the Service, with or without registering. In addition, if you are under 18 years old, you may use the Service, with or without registering, only with the approval of your parent or guardian.

My Human API: My Human API is an optional component of the Service that allows you to securely manage your connected health and activity accounts and view what data is being shared with which customers. You can elect to access and use My Human API, subject to the My Human API terms (set forth in section “Your Registration Obligations For My Human API:” below).

Your Registration Obligations For My Human API: If you elect to use My Human API, you will be required to register and create an account with Human API. If you choose to create an account with us, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by our registration form. Registration data and certain other information about you are governed by our [Privacy Policy](#). Human API may verify your identity, which may require asking you for information, such as your full address, your date of birth, and/or requiring you to take steps to confirm ownership of your email address or records ownership or verifying information you provide. If you do not provide this information or Human API cannot verify your identity, we can refuse to allow you to use My Human API. If you provide information of any kind which is untrue,

inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we reserve the right to suspend or terminate your access to My Human API.

In addition, you are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify Human API of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Service. Human API will not be liable for any loss or damage arising from your failure to comply with this Section. If you become aware of any unauthorized use of your account or account information, you agree to notify Human API immediately at the email address help@humanapi.co.

Conditions of Use

You Must Behave Appropriately In Your Use Of The Service: You are solely responsible for all data, video, images, information, text, photographs, messages or other materials (“content”) that you upload, post, publish or display (hereinafter, “upload”) or email or otherwise use via the Service. The following are examples of the kind of data or other content and/or use that is illegal or prohibited by Human API. Human API reserves the right to investigate and take appropriate legal action against anyone who, in Human API’s sole discretion, violates this provision, including without limitation, removing the offending data or other content from the Service, suspending or terminating the account of such violators and reporting you to the law enforcement authorities. You agree to not use the Service to:

email or otherwise upload any data or other content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” “contests,” “sweepstakes,” or any other form of solicitation; (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another’s privacy, hateful racially, ethnically or otherwise objectionable; or (vii) in the sole judgment of Human API, is objectionable or which restricts or inhibits any other person from using or enjoying the Service, or which may expose Human API or its users to any harm or liability of any type;

interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; or

violate any applicable local, state, national or international law (including the Health Insurance Portability and Accountability Act of 1996 or any equivalents or successors thereof), or any regulations having the force of law;

impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;

solicit personal information from anyone under the age of 18, provided that if you are a parent or guardian of a child under the age of 18 and use the Service to manage such child's health and activity data, such management will not be deemed a breach of this clause;

harvest or collect email addresses or other contact information of other users from the Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;

advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;

further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or

obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service.

You Agree To Comply With All Export-related Laws: Software (defined below) available in connection with the Service and the transmission of applicable data, if any, is subject to United States export controls. No Software may be downloaded from the Service or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Service, including as it concerns online conduct and acceptable data or other content.

You Will Only Use The Service For Your Personal Use: Unless otherwise expressly authorized herein or in the Service, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the Service, use of the Service, or access to the Service. The Service is for your personal use.

Third Party Distribution Channels

Human API offers Software applications that may be made available through the Apple App Store, Android Marketplace 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 Service, the following terms and conditions apply:

Human API and you acknowledge that these Terms of Service are concluded between Human API and you only, and not with Apple Inc. (“Apple”), and that as between Human API and Apple, Human API, 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 Human API’s sole responsibility, to the extent it cannot be disclaimed under applicable law.

Human API and you acknowledge that Human API, 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 Human API and Apple, Human API, 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.

If you have any questions, complaints or claims with respect to the Apple-Enabled Software, they should be directed to Human API as follows:

help@humanapi.co

951 Mariners Island Blvd., Suite 300

San Mateo, CA 94404

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

Intellectual Property Rights

We Retain All Rights To Our Service Content, Software and Trademarks: You acknowledge and agree that the Service may contain data or other content or features ("Service Content") that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by Human API, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Data/Content (as defined below) that you legally upload to the Service. In connection with your use of the Service you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. If you are blocked by Human API from accessing the Service (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Service or the Service Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Service or distributed in connection therewith are the property of Human API, our affiliates and our partners (the "Software"). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by Human API.

The Human API name and logos are trademarks and service marks of Human API (collectively the "Human API Trademarks"). Other company, product, and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Human API. Nothing in this Terms of Service or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Human API Trademarks displayed on the Service, without our prior written permission in each instance. All goodwill generated from the use of Human API Trademarks will inure to our exclusive benefit.

We Are Not Responsible For Third Party Material: Except as required by applicable law, Human API will not be liable in any way for any data or other content or materials of any third parties (including users), including, but not limited to, for any errors or omissions in any data or other content, or for any loss or damage of any kind incurred as a result of the use of any such data or other content. Human API and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any data or other content that is available via the Service. Without limiting the foregoing, Human API and its designees will have the right to remove any data or other content that violates these Terms of Service or is deemed by Human API, in its sole discretion, to be otherwise objectionable.

You Retain Ownership Of And Are Responsible For All Your User Data/Content Transmitted Through The Service: With respect to the data or other content or other materials you upload

through the Service or share with other users or recipients (collectively, “User Data/Content”), you represent and warrant that you own all right, title and interest in and to such User Data/Content, including, without limitation, all copyrights and rights of publicity contained therein. By uploading or making available any User Data/Content you hereby grant and will grant Human API and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Data/Content in connection with the development and operation of the Service.

You agree that Human API and its affiliated companies have the right to de-identify or aggregate any User Data/Content (the result thereof not being considered User Data/Content hereunder), and will be free at any time to fully utilize and disclose such de-identified or aggregated data for their business purposes.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Service (“Submissions”), provided by you to Human API are non-confidential and Human API will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that Human API may preserve data or other content and may also disclose data or other content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Service; (c) respond to claims that any data or other content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Human API, its users and the public. You understand that the technical processing and transmission of the Service, including your data or other content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

We Respect The Intellectual Property Rights Of Others: Human API respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify Human API of your infringement claim in accordance with the procedure set forth below.

Human API will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act (“DMCA”) and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to Human API’s Copyright Agent at help@humanapi.co (Subject line: “DMCA Takedown Request”). You may also contact us by mail at:

HumanAPI Inc.

951 Mariners Island Blvd., Suite 300

San Mateo, CA 94404

To be effective, the notification must be in writing and contain the following information:

an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;

a description of the copyrighted work or other intellectual property that you claim has been infringed;

a description of where the material that you claim is infringing is located on the Service, with enough detail that we may find it on the Service;

your address, telephone number, and email address;

a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;

a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Counter-Notice: If you believe that your User Data/Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to upload and use the content in your User Data/Content, you may send a written counter-notice containing the following information to the Copyright Agent:

your physical or electronic signature;

identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;

a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and

your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court located within Northern District of California and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, Human API will send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

Repeat Infringer Policy: In accordance with the DMCA and other applicable law, Human API has adopted a policy of terminating, in appropriate circumstances and at Human API's sole discretion, users who are deemed to be repeat infringers. Human API may also at its sole discretion limit access to the Service and/or terminate the memberships of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

We Are Not Responsible For Third Party Websites

The Service may provide, or third parties may provide, links or other access to other sites and resources on the Internet. Human API has no control over such sites and resources and Human API is not responsible for and does not endorse such sites and resources. You further acknowledge and agree that Human API will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties found while using the Service are between you and the third party, and you agree that Human API is not liable for any loss or claim that you may have against any such third party.

Indemnity and Release: You Are Responsible For Your Use Of The Service

You agree to release, indemnify and hold Human API and its affiliates and their officers, employees, directors and agents (collectively, "Indemnitees") harmless from any from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Service, any User Data/Content, your connection to the Service, your violation of these Terms of Service or your violation of any rights of another. Notwithstanding the foregoing, you will have no obligation to indemnify or hold harmless any Indemnitee from or against any liability, losses, damages or expenses incurred as a result of any action or inaction of such Indemnitee. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

We Disclaim All Warranties

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. HUMAN API EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

HUMAN API MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

Our Liability To You Is Limited

YOU EXPRESSLY UNDERSTAND AND AGREE THAT HUMAN API WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF HUMAN API HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT

LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT WILL HUMAN API'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU OR BE ENFORCEABLE WITH RESPECT TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

IF YOU ARE A USER FROM NEW JERSEY, THE FOREGOING SECTIONS TITLED "DISCLAIMER OF WARRANTIES" AND "LIMITATION OF LIABILITY" ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.

You And We To Resolve Any Disputes By Arbitration:

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

a. Agreement to Arbitrate

This Dispute Resolution by Binding Arbitration section is referred to in this Terms of Service as the "Arbitration Agreement." You agree that any and all disputes or claims that have arisen or may arise between you and Human API, whether arising out of or relating to this Terms of Service (including any alleged breach thereof), the Services, any advertising, any aspect of the relationship or transactions between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Terms of Service, you and Human API are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

b. Prohibition of Class and Representative Actions and Non-Individualized Relief

YOU AND HUMAN API AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND HUMAN API

AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.

c. Pre-Arbitration Dispute Resolution

Human API is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support at help@humanapi.co. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Human API should be sent to 951 Mariners Island Blvd., Suite 300, San Mateo, CA 94404 ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Human API and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Human API may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Human API or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Human API is entitled.

d. Arbitration Procedures

Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Consumer Arbitration Rules (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, http://www.adr.org/consumer_arbitration. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms of Service as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under the Terms of Service and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless Human API and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, Human API agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the

arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

e. Costs of Arbitration

Payment of all filing, administration, and arbitrator fees (collectively, the “Arbitration Fees”) will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the value of the relief sought is \$75,000 or less, at your request, Human API will pay all Arbitration Fees. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, Human API will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Human API will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys’ fees will be governed by the AAA Rules.

f. Confidentiality

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

g. Severability

If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the subsection (b) titled “Prohibition of Class and Representative Actions and Non-Individualized Relief” above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of subsection (b) above titled “Prohibition of Class and Representative Actions and Non-Individualized Relief” are invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of the Terms of Service will continue to apply.

h. Future Changes to Arbitration Agreement

Notwithstanding any provision in this Terms of Service to the contrary, Human API agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the Services, you may reject any such change by sending Human API written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service).

You And We May Terminate Your Use Of The Service At Any Time

You agree that Human API, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any data or other content within the Service, for any reason, including, without limitation, for lack of use or if Human API believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. 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. Human API may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Terms of Service may be effected without prior notice, and acknowledge and agree that Human API 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. You may terminate your access to the Service at any time by terminating your account using the tools provided in the Service. Further, you agree that Human API will not be liable to you or any third party for any termination of your access to the Service.

You Are Solely Responsible For Any Dispute You Have With A Customer Or Other Users

You agree that you are solely responsible for your interactions with any other end user or Customer in connection with the Service and Human API will have no liability or responsibility with respect thereto. Human API reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Service.

General Terms

These Terms of Service constitute the entire agreement between you and Human API and govern your use of the Service, superseding any prior agreements between you and Human API with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use affiliate or third party services, third party data or other content or third party software. These Terms of Service will be governed by the laws of the State of California without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and Human API agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within San Francisco County, California. The failure of Human API to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign this Terms of Service without the prior written consent of Human API, but Human API may assign or transfer this Terms of Service, in whole or in part, without restriction. The section titles in these

Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Service may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Service.

Contact

Please contact us at help@humanapi.co to report any violations of these Terms of Service or to pose any questions regarding this Terms of Service or the Service.