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You agree to defend, indemnify, and hold harmless Movano Inc., its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors,
suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys’ fees) arising out of or relating to your violation of these Terms of Use or your use of the Services, including, but not limited to, any use of the Content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Services.

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All matters relating to the Services and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the state of California without giving effect to any choice or conflict of law provision or rule (whether of the state of California or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Services shall be instituted exclusively in the federal courts of the United States or the courts of the state of California, in each case located in the county of Alameda, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

11. CHANGES TO TERMS
These Terms may be revised or updated from time-to-time, in our sole discretion. All changes are effective immediately when we post them on the Services, and apply to all access to, and use of, the Services thereafter. Your continued use of the Services following the posting of any revised Terms constitutes your acceptance of the changes. We recommend that you review the Terms from time-to-time for any updates or changes that may impact you. If you do not agree to any revised Terms, you should discontinue your use of the Services.

12. TERMINATION
You may terminate your use of the Services at any time. We may, in our sole and absolute discretion, take whatever action we deem necessary to preserve the integrity of the Services and Content. Violation of any of these Terms may result in actions being taken by us, effective immediately or at a time determined by us, which may include without limitation: (i) temporarily suspending your access to the Services, or (ii) permanently terminating your access to the Services. Without limiting the foregoing, we retain the right to decline to provide the Services to any user who violates these Terms or our Privacy Policy.

Termination will not limit any of Movano Inc.’s other rights or remedies. Sections 3 (Ownership and Intellectual Property), Section 4 (Feedback), Section 7 (Disclaimer of Warranties), Section 8 (Limitation of Liability and Exclusion of Certain Damages), Section 9 (Governing Law; Dispute Resolution), Section 15 (General Terms), and any other provision that, by its nature, is intended to survive termination shall survive termination of these Terms.

13. ADDITIONAL DISCLOSURES FOR CALIFORNIA RESIDENTS
BY USING THE SERVICES, YOU WAIVE YOUR RIGHTS WITH RESPECT TO 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 the Services are at any time deemed an electronic commercial service (as defined under California Civil Code Section 1789.2), California residents are entitled to the following specific consumer rights information.

If you should have any further questions, the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

14. **INTERNATIONAL USE**

Please be aware that we are headquartered in the United States and that the Services and Content are governed by United States law. If you are using the Services or accessing the Content from outside of the United States, your information may be transferred to, stored, and processed in the United States where our servers may be located.

Movano Inc. makes no representation that the Services or Content are appropriate or available for use in locations outside of the United States, and access to the Services or Content from territories where such Services or Content is illegal is prohibited. Those who choose to access the Services and Content from locations outside of the United States do so on their own initiative and are responsible for compliance with applicable local laws. You may not use or export the Services or Content in violation of United States export laws and regulations.

If you use the Services or access the Content outside of the United States you, (i) consent to the transfer, storage, and processing of your information to and in the United States; (ii) will not access or use the Services or Content if you are on the United States Treasury Department’s “Specially Designated Nationals and Blocked Persons List,” or are located in a country embargoed by the United States; and (iii) agree to comply with all local laws, rules, and regulations including all laws, rules, and regulations in effect in the country in which you reside and the country from which you access the Services. The Services are not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation, or that would subject Movano Inc. or its affiliates to any registration requirement within such jurisdiction or country.

15. **GENERAL TERMS**

If any provision of these Terms is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect. You and Movano Inc. intend that the provisions of these Terms be enforced to the fullest extent permitted by applicable law. Accordingly, you and Movano Inc. agree that if any provision of these Terms is deemed unenforceable, where possible, it will be modified to the extent necessary to make it enforceable, which may include its deletion. Section titles are for convenience only and have no legal or contractual significance. Movano Inc. may assign these Terms, in whole or in part, at any time with or without notice to you. You may not assign these Terms or assign, transfer, or sublicense any rights or delegate any duties hereunder. Movano Inc.’s failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. A waiver will only be binding on Movano Inc. if it is in a written document signed by Movano Inc. Both you and Movano Inc. warrant to each other that, in entering these Terms, neither Movano Inc. nor you have relied on, or will have any right or remedy based upon, any statement, representation, warranty, or assurance other than those expressly stated in these Terms. The preceding sentence will not limit or exclude any liability that cannot be limited or excluded under
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16. CONTACT INFO
If you have any questions, please contact Movano Inc. at:

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