

## MOVANO INC. TERMS OF USE

Effective Date: May 1, 2021

These Terms of Use (“**Terms**”) are a legal agreement between you and Movano Inc. (“**Movano Inc.**” or “**us**” or “**we**” or “**our**”) that governs your use of our websites (located at Movano.com, Movanodiabetes.com, Movanoglucose.com, Movanohealth.com, Movanoheart.com, Movanosleep.com) and any related website or services provided by Movano Inc. (collectively, the “**Services**”). The words “**user**,” “**you**,” and “**your**” refer to entities or individuals that access or use the Services. These Terms do not alter in any way the terms or conditions of any other agreement you may have with us. If you are using the Services on behalf of an entity, you represent and warrant that you are authorized to accept these Terms on such entity’s behalf.

BY ACCESSING OR USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS, INCLUDING THE DISCLAIMER OF WARRANTIES, AND LIMITATIONS ON LIABILITY. Any new or additional features, tools, services, or content that are added to the Services will also be subject to these Terms.

### **1. NO MINORS ALLOWED (ELIGIBILITY)**

The Services are only available to users who can form legally binding contracts under applicable law. By accessing or using the Services, you represent that you are at least eighteen (18) years of age, or over the age of majority in the state or country where you are a resident or citizen.

### **2. PROHIBITED USE**

All information, materials, and other content available through the Services (collectively, the “**Content**”) is the sole and exclusive property of Movano Inc. or its licensors. Subject to your compliance with these Terms, we grant to you a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Services, and to access, use, view, and print any Content, solely for your personal and internal business purposes. Except for the limited rights set forth in this Section, you may not download, copy, duplicate, sell, print, rent, lease, issue, distribute, transmit, broadcast, modify, perform, display, transfer, upload, post, create derivative works of, exploit, sublicense or otherwise assign to any third party the Services or Content. When using the Services, you must not:

- remove any proprietary notices on the Services or Content, or attempt to disable, bypass, modify, defeat, or otherwise circumvent any digital rights management or security system used as part of the Services or Content;
- infringe, misappropriate, or violate the intellectual property, proprietary, or privacy rights of any third party;
- make any use of the Services or Content that violates any applicable local, state, national, international or foreign law;
- provide any content, data or information to Movano Inc. that contains viruses or malicious code or is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another’s privacy or right of publicity, hateful, or racially, ethnically or otherwise objectionable;
- fail to use commercially reasonable efforts to prevent the unauthorized license, access, sale, transfer, lease, transmission, distribution or other disclosure of the Services or Content;
- upload to the Services the personal information of others that you are not authorized to provide;

- use the Services or Content to develop applications, services, websites, or any other functionalities that leverage the Services or Content;
- communicate the Content to the public, provide or make available any links, hypertext (Universal Resource Locator (URL) address) or otherwise grant access (other than a “bookmark” from a web browser) to the Services, or any part thereof;
- use the Services or Content in a way that suggests you are a representative of Movano Inc.;
- circumvent the user authentication or security of the Services or any host, network, or account related thereto;
- interfere with or disrupt the proper functioning of the Services or Content, Movano Inc., or any third-party systems used to host the Services, or other equipment or networks used to provide the Services or Content; or
- cause damage to Movano Inc.’s business, reputation, employees, members, facilities, or to any other person or legal entity.

Any scraping, automated access, or other unauthorized access to, and storage of, the Services or Content will result in immediate termination of your access to the Services or Content, if applicable. Use of the Services or Content for any purpose other than what is permitted in these Terms is expressly prohibited.

### **3. OWNERSHIP AND INTELLECTUAL PROPERTY**

The Services and Content are protected by copyright, trademark, patent, and other intellectual property and proprietary rights laws. All title, ownership rights, and intellectual property rights in and to the Content and Services are owned by us or our licensors. All rights are reserved. The Services and Content may contain certain licensed materials, and our licensors may protect their rights in the event of any violation of these Terms.

All trademarks, service marks, logos, trade names, and any other proprietary designations of Movano Inc. used herein are trademarks or registered trademarks of Movano Inc., our affiliates, or our suppliers. You may not use any of our trademarks, logos, or trade dress in connection with any product or service that is not owned or provided by us, in a manner that is likely to cause confusion among customers or users, or in any manner that disparages us, our affiliates, or our suppliers.

### **4. FEEDBACK**

By submitting any ideas, feedback, or suggestions (“**Feedback**”) to us through the Services or other means, you acknowledge and agree that: (i) your Feedback does not contain confidential or proprietary information of you or any third party; (ii) we are not under any obligations of confidentiality with respect to the Feedback; (iii) we may freely use, reproduce, distribute, and otherwise exploit the Feedback for any purpose; and (iv) you are not entitled to any compensation of any kind from us.

### **5. LINKS TO OTHER WEBSITES AND SERVICES**

The Services may contain links to other websites and services that we think may interest you (collectively, “**Linked Services**”). Linked Services are not under the control of Movano Inc. and Movano Inc. is not responsible for Linked Services, or for any information or materials on, or any form of transmission received from, any Linked Service. The inclusion of a link does not imply endorsement by Movano Inc. of the Linked Services or any association with the operators of the Linked Services. Movano Inc. does not investigate, verify, or monitor the Linked Services. Movano Inc. provides links to Linked Services for your convenience only. You access Linked Services at your own risk.

## **6. PRIVACY POLICY**

Please refer to our Privacy Policy which describes our practices and policies related to the collection, use, and storage of information about users of the Services. You acknowledge and agree that you are solely responsible for the accuracy and content of your personal information.

## **7. DISCLAIMER OF WARRANTIES**

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE SERVICES AND CONTENT ARE PROVIDED "AS IS" WITHOUT WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. MOVANO INC. MAKES NO REPRESENTATIONS, WARRANTY OR GUARANTEE OF THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR CONTENT. THE SERVICES AND CONTENT ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THE CONTENT OR ANY OTHER INFORMATION MADE AVAILABLE THROUGH THE SERVICES DOES NOT CONSTITUTE ADVICE OF ANY KIND AND SHOULD NOT BE RELIED UPON IN ANY WAY. MOVANO INC. IS NOT LIABLE FOR ANY OMISSIONS OR ERRORS OF THE SERVICES OR CONTENT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS AS SPECIFIED HERE AND, TO THE LEAST EXTENT AS ALLOWED BY LAW, SUCH EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU OR A THIRD PARTY.

## **8. LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES**

Movano Inc. intends that the information contained in or displayed through the Services will be accurate and reliable; however, errors sometimes occur. In addition, changes and improvements to the information provided herein may be made by Movano Inc. at any time.

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL MOVANO INC. OR ANY OF ITS LICENSORS, SERVICE PROVIDERS OR SUPPLIERS BE LIABLE UNDER, OR IN CONNECTION WITH, THESE TERMS OR THEIR SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE, FOR ANY: (I) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT OR LOSS OF DATA, OR (II) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL MOVANO INC.'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE TOTAL AMOUNT OF FEES PAID BY YOU TO MOVANO INC., OR \$5.00, WHICHEVER IS GREATER. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE-STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY AS SPECIFIED HERE AND, TO THE LEAST EXTENT AS ALLOWED BY LAW, SUCH EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

## **9. INDEMNIFICATION**

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.

#### **10. GOVERNING LAW**

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

applicable law. No one other than you and Movano Inc., or Movano Inc.'s successors and permitted assigns, will have any right to enforce any of these Terms.

**16. CONTACT INFO**

If you have any questions, please contact Movano Inc. at:

**Email:** Info@Movano.com

**Mail:** Movano Inc.

Attn: Terms of use

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