

Avibra, Inc.

Terms of Service

These Terms of Service (this “*Agreement*”) set out the terms on which Avibra, Inc. (“*Avibra*”, “*we*” or “*us*”) will provide access to and use of certain services available on or through its proprietary software or mobile applications and/or websites, including the Avibra application (collectively, the “*Service*”) to you, a user of the Service (“*you*” or “*User*”). You should read this Agreement carefully. By indicating acceptance of this Agreement or by otherwise using the Service, you are entering into a legally binding agreement with us (and you hereby represent that you are of legal age, and are otherwise fully able and competent, to enter into a binding agreement). If you do not agree to these terms and conditions, you must not use the Service.

THIS AGREEMENT CREATES A BINDING LEGAL AGREEMENT BETWEEN YOU AND AVIBRA, AND INCLUDES AN ARBITRATION CLAUSE UNDER WHICH CERTAIN CLAIMS MAY NOT BE BROUGHT IN COURT OR DECIDED BY A JURY. PLEASE READ THIS AGREEMENT CAREFULLY.

1. Nature of the Service.

a. *General.* The Service allows Users to access certain information or other content (which may include data, text, photos, video or other materials or content) related to longevity, well-being, mortality, insurance or other topics. It may also permit certain Users to create, upload, store and/or transmit to other Users certain information or other content (which may include data, text, photos, video or other materials or content) (collectively, “*User Content*”). Your User Content may also be referred to as “*Your Content*” herein.

b. *Children.* The Service is not directed to users under the age of 18. The Service does not knowingly collect personal information from children under the age of 18. If you are under the age of 18, you are not permitted to register as a User or to send personal information to Avibra.

2. Disclaimers. It is important to the interests of Avibra and those who use our technology that we and they have a shared understanding about the limits of what the Service can do. With respect to the Service, Avibra is not an investment advisor or a healthcare provider. Instead, we are a technology company, and do not want to cross the line of becoming (or being perceived as) an investment advisor or healthcare provider based on the Service or our interactions with Users. Accordingly, what follows will outline important limits that Users must understand and agree to, for the best interests of Avibra and of those who use our technology.

a. *Financial Disclaimer.* AVIBRA IS NOT ENGAGED IN RENDERING LEGAL, TAX OR FINANCIAL ADVICE OR SERVICES VIA THE SERVICE. AVIBRA IS NOT A FINANCIAL PLANNER, BROKER OR TAX ADVISOR. The Service is intended only to assist you in your financial organization and decision-making and is broad in scope. Your personal financial situation is unique, and any information and advice obtained through the Service may not be appropriate for your situation. Accordingly, before making any final decisions or

implementing any financial strategy, you should consider obtaining additional information and advice from your accountant or other financial advisers who are fully aware of your individual circumstances.

b. *Medical Disclaimer.* AVIBRA IS NOT ENGAGED IN RENDERING MEDICAL, HEALTH, NUTRITIONAL OR SIMILAR HEALTHCARE ADVICE OR SERVICES VIA THE SERVICE. Avibra and its Service do not provide independent medical advice or treatment. Avibra does not replace the advice of a health care professional. The information provided via the Service should not be interpreted as a substitute for consultation, evaluation or treatment by qualified healthcare professionals, and the information made available on or through the Service should not be relied upon when making medical decisions or to diagnose or treat a medical or health condition. You are urged to seek the advice of a physician or a healthcare provider with any questions you may have regarding your health before beginning any fitness or weight loss regimen, physical activities or any other plans that may be referenced, discussed or offered under the Service. You represent to us (which representation shall be deemed to be made each time you use the Service) that you are not using the Service for the purpose of seeking medical attention or treatment. You should consult your medical, health or other competent professional before adopting any of the advice or suggestions on the Service.

c. *No Reliance.* Any reliance on the material, advice or suggestions on the Service is at your own risk. Avibra makes no representations or warranties, express or implied, as to the completeness, accuracy or appropriateness for any purpose of any material, advice or suggestions, or other information, content, product or service, made available on the Service, and Avibra specifically disclaims all responsibility for any liability, loss or risk, personal or otherwise, that is incurred as a consequence, directly or indirectly, of the use or application of any of the foregoing.

3. Registration. In order to use certain parts of the Service, you may be required to provide us with your first name, last name, email address, phone number and photograph, create a password and register with us. We may also request additional information from you. You represent and warrant to us that you will provide us with accurate, current and complete registration information. You are responsible for your registration, and for all use of the Service using any User credentials or passwords issued to you or chosen by you. You will keep all such credentials and passwords confidential.

4. Fees and Orders.

a. *General Payment Terms.* The Service, or certain features of the Service, may be available only if certain subscription fees or other fees (collectively, “*Fees*”) are paid by you, or for your benefit (e.g., we may permit a third party to pay certain Fees for your benefit). If you purchase any subscription plan for the Service or certain features of the Service, you must pay any applicable Fees. You will provide us (or our designated third-party payment provider) with accurate and valid credit card or other payment information and update your credit card or other

payment information in the event any information provided becomes invalid or incomplete. If any charge is rejected by our bank or payment providers, you are still liable to pay the Fees. We retain the right to charge interest on any overdue balance at the rate of 1.5% per month, or the maximum amount permitted by law (if lower). You will also be responsible for our reasonable costs of collection, including attorney's fees, if we deem it necessary to take any legal or administrative action to collect unpaid Fees. We reserve the right to accept, refuse or cancel any orders placed through the Service, without liability or justification. We will refund you in case your order was cancelled by us after your credit card or other payment method has been charged. All other purchases related to the Service, including subscription fees, are nonrefundable.

b. *Subscription Plans.* If you purchase a subscription plan, your subscription will continue in effect and renew on a recurring basis (as determined by Avibra), unless and until you cancel your subscription. If you provide a credit card or other payment method accepted by Avibra and sign up for a paid subscription through the Service, you are expressly agreeing that Avibra (or our designated third-party payment provider) is authorized to charge your payment method for the applicable subscription fee (plus any applicable taxes) on a recurring basis, as applicable. Avibra reserves the right to change the terms of your subscription, including price, from time to time, effective as of the beginning of your next billing period following the date of the change. If Avibra changes the subscription fee or other charges for your subscription, we will give you advance notice of these changes. If you purchase a subscription from us with promotional pricing, it will renew at non-promotional pricing unless you cancel your subscription prior to renewal (as may also be explained in more detail at the time of your purchase at the promotion pricing).

c. *Cancellation of Auto-Renew Subscription Plans.* You must cancel your subscription at least forty-eight (48) hours before your next renewal date in order to avoid the next billing (subscription) period. You may also cancel your subscription by logging into your account on the Service and cancelling it there (if such functionality is provided therein), or you may send us written notice of cancellation to hello@avibra.com specifying that you would like to cancel your subscription for the Service. If you cancel your subscription, the cancellation will be effective upon your receipt of confirmation from Avibra of the cancellation.

5. User Content. You retain your rights in Your Content, subject to the rights granted below and our rights in Our Property as explained below. You hereby grant and agree to grant us a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully-paid, transferable license, with the right to sublicense through multiple tiers, to copy, edit, modify, adapt, publish, transmit, distribute, prepare derivative works, perform, display, use, and otherwise exploit in any manner, Your Content in connection with operation and promotion of the Service and any other purposes reasonably related to the Service or our business. To the extent reasonably necessary or appropriate to effect or support the license granted by you above, you hereby waive and agree to waive (or if not waivable, agree not to assert) any rights of privacy or publicity, or any moral rights or other similar rights, with respect to Your Content.

You also hereby grant and agree to grant each other User a worldwide, non-exclusive, royalty-free license to access, copy and use Your Content which (a) you transmit to such User via the Service or (b) you post within any public forum or similar area of the Service that is available to Users generally, in each case solely for such User's own personal non-commercial purposes (the "***Specified Purpose***"), in accordance with the terms and conditions herein.

You agree that we are not responsible for any use or disclosure of Your Content by other Users or any third party who gains access to it through the Service (which may include unintended activities by third parties, such as by hackers).

You represent and warrant that you own all proprietary rights in Your Content or, with respect to any of Your Content you do not own, that you have the full authority and right to create, upload, store and/or transmit Your Content, and to grant the licenses and rights you have granted in this Agreement, and that your creation, uploading, storage and/or transmission of Your Content, and the exercise by us and other Users of the licenses and rights granted by you herein, shall not infringe any third party intellectual property or proprietary rights, nor violate any rights of privacy or publicity, nor be defamatory, libelous, vulgar, profane or obscene, nor violate any law or other right, privilege or interest of any third party.

We do not control User Content, and we are not responsible for its content, accuracy or reliability. We are under no obligation to edit or control User Content, although we reserve the right to review, and take certain actions with respect to, User Content in accordance with this Agreement, including the Privacy Policy and the Insurance Documentation (each as defined below).

On termination of your account, or this Agreement, we have no obligation to return any User Content to you, so you should retain copies of all of Your Content.

In addition to and without limiting any other rights herein (including in the Privacy Policy and the Insurance Documentation), you also grant us the rights to (i) de-identify Your Content (i.e., to remove your name and other identifying characteristics, consistent with applicable laws and regulations), (ii) use or disclose de-identified data for any purpose, and (iii) allow us to share de-identified data with third parties.

6. **Our Ownership Rights.** The Service, including all aspects of Avibra's websites and software applications and mobile applications (including Our Property, as defined below), is the property of, and owned by, Avibra or its licensors. All the software, algorithms, functionality, inventions, concepts, text, images, sound, music, videos, marks, logos, compilations, content and technology used to deliver the Service or otherwise embodied in, displayed through, or provided directly or indirectly (e.g., emails or other communications from us to you) via, the Service are "***Our Property***." For clarity, any formats, templates, methodologies, rules, algorithms and software used to create Your Content are Our Property. Except as otherwise expressly permitted by this Agreement, any use, copying, making derivative works, transmitting, posting, linking, deep linking, framing, redistribution, sale, decompilation, modification, reverse engineering, translation or disassembly of Our Property is prohibited. You acknowledge that Our Property has been created, compiled, developed and maintained by us at great expense of time and money such that misappropriation or unauthorized disclosure or use of Our Property by others for commercial gain would unfairly and irreparably harm us in a manner for which damages would not be an adequate

remedy, and you consent to our obtaining injunctive relief to restrain any breach or threatened breach of this Agreement, without any requirement to post bond. You may be subject to criminal or civil penalties for violation of this paragraph.

The marks AVIBRA, LONGEVITY and MORTALITY, and any associated logos, are registered or unregistered trademarks or service marks of Avibra or its licensors. You may not use them, or any of our other marks or logos, in any manner, including any use that is likely to cause confusion or that disparages or discredits us, without our consent. The Service may also feature the trademarks, service marks, and logos of third parties, and each owner retains all rights in such marks. Any use of such marks, or any others displayed on the Service, will inure solely to the benefit of their respective owners.

Subject to the terms and conditions herein, we grant you the non-exclusive, limited, revocable right to access and use Our Property solely to the extent necessary for you to use the Service for your own Specified Purpose (as defined above), as permitted by this Agreement. We reserve all other rights. For clarity and without limiting other obligations herein, Users shall not distribute or otherwise commercialize Our Property.

7. Use of the Service. You must comply with any rules and policies about use of the Service that we publish from time to time. These rules and policies will be available on the Service. Certain features, pages or content within the Service may contain supplemental terms of use, to which you must agree in order to use the relevant features, pages or content.

Subject to the terms and conditions herein, you are permitted to use the Service solely for your own Specified Purpose (as defined above).

You must not (a) create, upload or transmit Your Content if you do not have the right to do so; (b) create, upload or transmit Your Content or use the Service in any way that would violate any law or the rights of any person; (c) impersonate any person or entity, or forge or manipulate headers to disguise the origin of any of Your Content; (d) except as otherwise expressly permitted by this Agreement, harvest or otherwise collect information about others from the Service; (e) take any action that imposes or may impose an unreasonable or disproportionately large load on the Service or its infrastructure, or bypass any measures we may use to prevent or restrict access to any portion of the Service (or other accounts, networks or services connected thereto); (f) use manual or automated software, devices, or other processes to “crawl”, “scrape” or “spider” any of the Service or otherwise to copy, obtain, propagate, distribute or misappropriate any information or other content from the Service, including any of Our Property; (g) distribute or otherwise make available any information or other content obtained through the Service to any third party, except as expressly permitted herein; (h) otherwise interfere in any manner with the use or operation of the Service; or (i) use the Service in the development, directly or indirectly, of any product, software or service that offers any functionality substantially similar to, or competitive with, the Service.

Your Content must not: (i) be libelous, vulgar, defamatory, threatening, abusive, scandalous, obscene, pornographic or unlawful or encourage a criminal offense; (ii) contain material from other copyrighted works without the written consent of the owner of such copyrighted material; (iii) infringe any copyright or violate any property rights, rights of privacy or publicity, or any other rights of any third party; (iv) contain any software viruses, malware, spyware or any other

code, file or program that is designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment; or (v) except as otherwise expressly permitted by us in writing, contain any advertising, promotional, solicitation or other commercial material.

We reserve the right (but are under no obligation) to investigate any claim that User Content or use of the Service does not conform to the terms and conditions of this Agreement, and to remove User Content from the Service or terminate your account for breach of this Agreement.

8. Feedback. If you provide to us (directly or indirectly, and by any means) any comments, feedback, suggestions, ideas, or other submissions related to the Service (collectively “**Feedback**”), the Feedback will be the sole property of Avibra. We will be entitled to use, reproduce, disclose, publish, distribute, and otherwise exploit in any manner, all Feedback, without restriction and without compensating you in any way. We are and shall be under no obligation to maintain any Feedback in confidence, or to respond to any Feedback.

9. Warranty Disclaimers and Limitations of Liability. THE SERVICE IS PROVIDED “AS IS”, WITH ALL FAULTS. WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING: (i) ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE; (ii) THAT THE SERVICE OR OUR PROPERTY WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE OR OPERATE WITHOUT ERROR; AND (iii) AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED FROM THE SERVICE OR OUR PROPERTY. We may pause or interrupt the Service at any time, and you should expect periodic downtime for updates to the Service. No advice or information, whether oral or written, obtained by you from us or through the Service will create any other warranty.

UNDER NO CIRCUMSTANCES WILL YOU BE ENTITLED TO RECOVER FROM US ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OF USE), WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE ARISING FROM OR RELATING TO THIS AGREEMENT, THE SERVICE OR OUR PROPERTY, EVEN IF WE HAVE BEEN INFORMED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, OUR MAXIMUM AGGREGATE LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, THE SERVICE OR OUR PROPERTY, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNTS PAID BY YOU TO US FOR THE SERVICE IN THE PRIOR YEAR (OR, IF YOU ARE A NON-FEE PAYING USER, TO THE AMOUNT OF \$10).

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF WARRANTIES OR OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

10. Cloud Services and Third Party Services. Without limitation of the disclaimers and limitations of liability set forth in Section 9, you acknowledge and agree as follows: (a) we provide the Service using cloud computing services of one or more third party cloud providers (collectively, the “**Cloud Providers**”); (b) the price at which we could afford to offer the Service would vary if we provided the Service other than using such cloud services; and (c) we shall not be responsible or liable to you for any act, omission or failure of any Cloud Provider.

The Service may depend upon, interact with or enable access to third parties’ information, other content, services or websites (each, a “**Third Party Service**”), which may in each case be accompanied by separate terms of use. We may also offer functionality permitting you to connect the Service to your other online accounts and data sources, which accounts and data sources shall be deemed “Third Party Services” hereunder. Use of each Third Party Service may require that you accept additional terms of use. You must comply with the applicable terms of use when using the Third Party Service and the Service. Avibra does not endorse, and hereby disclaims all liability or responsibility to you or any other person for, any Third Party Services.

Additionally, you may direct the Service to retrieve your information maintained online by a Third Party Service with which you have a customer relationship, maintain an account or engage in financial transactions (your “**Account Information**”). Avibra works with certain Third Party Services to access your Account Information. Avibra does not review your Account Information for accuracy, legality or non-infringement, and is not responsible for your Account Information.

Indemnity. You will indemnify us, and our licensors, providers and agents, against any and all claims, actions, proceedings, suits, liabilities, losses, damages, costs, expenses and attorneys’ fees (“**Liabilities**”) arising out of or related to your breach of this Agreement or your use of the Service (but excluding any Liabilities to the extent caused by our negligence or willful misconduct). We reserve the right to assume the sole control of the defense and settlement of any claim, action, suit or proceeding for which you are obliged to indemnify us. You will cooperate with us with respect to such defense and settlement.

Without limitation of the foregoing, if we receive a subpoena or similar requirement to disclose Your Content issued by any court or governmental authority, and we are not a party to the proceeding in question, you will reimburse us for our reasonable costs and expenses of complying with such subpoena, including time spent by our personnel and our attorneys at time and materials rates.

12. Our Privacy Policy

We collect, store, and use personal information from you in accordance with our [Privacy Policy](https://resources.avibra.com/Avibra_PrivacyPolicy.pdf) published at https://resources.avibra.com/Avibra_PrivacyPolicy.pdf (the “Privacy Policy”), which is hereby incorporated into this Agreement.

13. Suspension and Termination. You may terminate this Agreement at any time by closing your account and ceasing to use the Service. We reserve the right to suspend your account and/or access to the Service at any time if we believe you are in breach of this Agreement. We

reserve the right to terminate this Agreement or to cease to offer the Service at any time on written notice to you (including by email to registered Users or posting on our website or mobile applications), for any reason or no reason.

If your account is terminated for any reason or no reason, you agree: (a) to continue to be bound by this Agreement, (b) to immediately stop using the Service, (c) that the license and rights provided by us under this Agreement shall end, (d) that we reserve the right (but have no obligation) to delete all of Your Content, and (e) that we shall not be liable to you, or any third party, for compensation, reimbursement, or damages in connection with your use of the Service or for termination of access to your account.

Sections 2, 6, 8-11 and 13-24, any accrued obligations and remedies hereunder, and any other provisions that by their nature should reasonably survive, shall survive the termination or expiration of this Agreement.

14. Modification of Service and Agreement. We reserve the right to modify the Service at any time, without notice to you. We may also from time to time amend this Agreement prospectively. If we make a material change to this Agreement, we will notify you (e.g., by email (for registered Users) or posting a notice on our website or mobile applications). You agree that your continued use of the Service after any update constitutes your agreement to the amended Agreement. If you do not agree to any amended Agreement that we publish, you must terminate your account and cease using the Service. Except as set forth above, this Agreement may be amended or modified only by an express writing signed by Avibra.

15. Beta Testing. We may from time to time make the Service available to our customers on a beta or trial basis free of charge (a “**Beta**”) until the earlier of (i) the end of the Beta or testing period as communicated by us or (ii) the effective date of your subscription period or commencement of access to any paid version of the Service. If you participate in a Beta, you acknowledge and agree that the Service (A) is currently in beta, has not yet been released for broader commercial use and is not at the level of performance or compatibility of a generally available commercial offering, and (B) may not operate correctly and may be substantially modified prior to commercial release, or withdrawn. Additionally, if you participate in a Beta, then this Agreement shall be modified as follows:

- a. The term “Service” shall refer to the services that we make available to you during the Beta. For the avoidance of doubt, we may in our sole discretion determine which services we make available to you, and we may add, remove or modify such services, during the Beta.
- b. Without limiting our other termination rights herein, we may terminate the Beta, or suspend, limit or terminate your access to and use of the Service, at any time and for any reason or no reason.
- c. During the Beta, we may provide you such support with respect to the Service as we deem appropriate in our sole discretion.

16. Applicable Law. You and we each agree that all disputes or other matters arising from or relating to this Agreement, or the use or operation of the Service, will be governed by the

substantive laws of the State of New York, U.S.A., without regard to its or any other jurisdiction's conflicts of laws principles that would apply another law. Any action or proceeding by you relating to any claim arising from or relating to the Service or this Agreement must commence within the shorter of the applicable statute of limitations or one year after the cause of action has accrued. The United Nations Convention for the International Sale of Goods is hereby disclaimed.

17. Arbitration. We will attempt to resolve disputes with Users to their satisfaction. If, however, a matter arises that cannot be resolved promptly between you and us, you agree that, except as set forth in the following paragraph, any disputes arising out of or relating to the Service or this Agreement (including the validity and scope of the agreement to arbitrate and any disputes with other users of the Service) shall be resolved exclusively by final and binding arbitration administered by the National Arbitration and Mediation ("**NAM**") under the Federal Arbitration Act, and shall be conducted before a single arbitrator pursuant to the applicable rules and procedures established by the NAM (for information on the NAM and its rules, see <https://www.namadr.com/>). You agree that the arbitration shall be held in New York, NY, unless the NAM or the arbitrator shall determine that venue in such city is unreasonably burdensome, in which case the NAM or the arbitrator shall select a venue that is not unreasonably burdensome to both you and us. You agree that, if the NAM shall be unavailable or decline to administer the arbitration, and the parties do not agree on a substitute, a substitute administrator or arbitrator shall be appointed by the court. The arbitrator may render early or summary disposition of some or all issues, after the parties have had a reasonable opportunity to make submissions on these issues. Each party shall bear its own costs in arbitration, including, without limitation, its own attorney fees and one-half of NAM's administrative fee.

At Avibra's option, this provision shall not apply to claims of patent, trademark, or copyright infringement or misappropriation of trade secrets (collectively, "**IP Claims**"), and either party may elect to bring claims for criminal or statutory violations in applicable courts of law (together with the IP Claims, the "**Excluded Claims**"). In addition, you or we may elect to bring an individual claim in a small claims court, but we do not hereby agree to any personal jurisdiction that is otherwise lacking.

You agree that any arbitration shall not permit claims on a class, mass, representative, or private attorney general basis. You further agree that no claims of other parties may be consolidated with your or our claims in the arbitration without both your and our consent. EXCEPT AS EXPRESSLY EXCLUDED IN THE PREVIOUS PARAGRAPH OR AS OTHERWISE REQUIRED BY LAW, YOU ARE WAIVING YOUR RIGHTS TO HAVE YOUR CASE DECIDED IN A COURT, BY A JURY, AND TO PARTICIPATE IN A CLASS, MASS, REPRESENTATIVE, PRIVATE ATTORNEY GENERAL, OR CONSOLIDATED ACTION AGAINST US.

If any part of this arbitration clause is later deemed invalid as a matter of law, then it shall be severed and the remaining portions of this section shall remain in effect, with the exception that if the preceding paragraph is deemed invalid, then this entire section shall be deemed invalid and the arbitration clause shall be void.

18. Jurisdiction. With respect to any Excluded Claims (as defined above) that are not subject to arbitration under the above provision, you hereby consent to non-exclusive jurisdiction

and venue in any federal or state court located within the State of New York, U.S.A., with respect to any suit, claim or cause of action arising from or relating to the Service or this Agreement, and you shall not bring any such suit, claim or cause of action except in a court located within the State of New York, U.S.A.

19. Force Majeure. In no event will we be liable for any failure to comply with this Agreement to the extent that such failure arises from factors outside our reasonable control. Without limitation of the foregoing, in the absence of our gross negligence or willful misconduct we will not be liable for any damages arising from the acts of hackers or similar bad actors interfering with the Service or using or disclosing any of Your Content.

20. Compliance with Laws. You will comply with all laws and regulations applicable to your activities under or in connection with this Agreement, including without limitation United States export control laws, regulations and executive orders.

21. Geography. We are based in the United States. We provide the Service for use only by persons located in the United States. We make no claims that the Service or any of its content is accessible or appropriate outside of the United States. Access to the Service may not be legal by certain persons or in certain countries. If you access the Service from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

22. SMS Service. When you opt-in to the service, we will send you an SMS message to confirm your signup. You can cancel the SMS service at any time. Just text "STOP" to the short code 96451. After you send the SMS message "STOP" to us, we will send you an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us. If you want to join again, just sign up as you did the first time and we will start sending SMS messages to you again. If at any time you forget what keywords are supported, just text "HELP" to the short code 96451. After you send the SMS message "HELP" to us, we will respond with instructions on how to use our service as well as how to unsubscribe. We are able to deliver messages to the following mobile phone carriers: Major carriers: AT&T, Verizon Wireless, Sprint, T-Mobile, MetroPCS, U.S. Cellular, Alltel, Boost Mobile, Nextel, and Virgin Mobile. Minor carriers: Alaska Communications Systems (ACS), Appalachian Wireless (EKN), Bluegrass Cellular, Cellular One of East Central IL (ECIT), Cellular One of Northeast Pennsylvania, Cincinnati Bell Wireless, Cricket, Coral Wireless (Mobi PCS), COX, Cross, Element Mobile (Flat Wireless), Epic Touch (Elkhart Telephone), GCI, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri), Illinois Valley Cellular, Inland Cellular, iWireless (Iowa Wireless), Keystone Wireless (Immix Wireless/PC Man), Mosaic (Consolidated or CTC Telecom), Nex-Tech Wireless, NTelos, Panhandle Communications, Pioneer, Plateau (Texas RSA3 Ltd), Revol, RINA, Simmetry (TMP Corporation), Thumb Cellular, Union Wireless, United Wireless, Viera Wireless, and West Central (WCC or 5 Star Wireless). ***Carriers are not liable for delayed or undelivered messages*** As always, message and data rates may apply for any messages sent to you from us and to us from you. Message frequency may vary in span of 30 days. If you have any questions about your text plan or data plan, it is best to contact your wireless provider. For all questions about the services provided by this short code, you can send an email to hello@avibra.com. If you have any questions regarding privacy, please read our privacy policy: https://resources.avibra.com/Avibra_PrivacyPolicy.pdf.

23. Miscellaneous Provisions. No delay or omission by us in exercising any of our rights occurring upon any noncompliance or default by you with respect to any of the terms and conditions of this Agreement will impair any such right or be construed to be a waiver thereof, and a waiver by us of any of the covenants, conditions or agreements to be performed by you will not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein. No waiver will be binding on us unless made in an express writing signed by us. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement will remain in full force and effect and will be reformed to be valid and enforceable while reflecting the intent of the parties to the greatest extent permitted by law. Except as otherwise expressly provided herein, this Agreement sets forth the entire agreement between us and you regarding its subject matter, and supersedes all prior promises, agreements or representations, whether written or oral, regarding such subject matter. Your registration, this Agreement and your rights and obligations hereunder are not assignable, or otherwise transferable or delegable, by you to any third party without our prior written consent in our sole discretion. Any purported assignment, transfer or delegation without such consent will be null and void. We may assign or otherwise transfer or delegate this Agreement (including any rights or obligations hereunder), including to any purchaser of our business, from time-to-time in our sole discretion. This Agreement will be binding upon and inure to the benefit of the parties' successors and permitted assigns. This Agreement may be executed electronically, and your electronic assent or use of the Service shall constitute execution of this Agreement. You agree that the electronic text of this Agreement constitutes a writing and your assent to the terms and conditions hereof constitutes a "signing" for all purposes. As used herein and unless the intent is expressly otherwise in a specific instance, the terms "include," "includes" or "including" shall not be limiting and "or" shall not be exclusive. Any section headings herein are for convenience only and do not form a part of, and will not be used in the interpretation of, the substantive provisions of this Agreement. You agree that email to your email address on record will constitute formal notice under this Agreement. There shall be no third party beneficiaries to this Agreement.

Version: January 4, 2024