



BELLE TERMS OF SERVICE

Last Updated: June 29, 2022

These Terms of Service (these “**Terms of Service**”) are entered into between BelleTorus Corporation (“**Belle**,” “**us**” or “**we**”) and you, as a user of the Services, as defined herein (“**you**”, “**your**”, or “**User**”). These Terms govern your use of (a) our Belle.ai mobile application (the “**App**”), (b) our website available at <https://www.belle.ai/> or any successor site (the “**Website**”), (c) all content, tools, features and functionalities offered on or through our App or Website, and (d) all other services provided by us (items (a) through (d) collectively, the “**Services**”). Please read these Terms of Service carefully, as they include important information about your legal rights. If you do not understand or agree to these Terms, please do not use the Services.

BY USING THE SERVICES, YOU ACCEPT ALL OF THE PROVISIONS OF THESE TERMS OF SERVICE AND REPRESENT TO US THAT YOU ARE (A) AT LEAST 18 YEARS OF AGE AND LEGALLY COMPETENT TO ENTER INTO AND AGREE TO THESE TERMS OF SERVICE OR (B) YOU ARE A PARENT OR GUARDIAN OF A CHILD WHO IS AT LEAST [13] YEARS OF AGE AND YOU AGREE TO THESE TERMS OF SERVICE ON BEHALF OF YOUR CHILD. IF YOU DO NOT ACCEPT THESE TERMS OF SERVICE, THEN YOU ARE NOT AUTHORIZED TO USE THE SERVICES.

Disclaimer

Please note that this is a beta version of the products offered through our platform, including bPRO™, which is still undergoing final testing before its official release. The platform, its product offerings and all content found on it are provided on an “as is” and “as available” basis. Belle does not give any warranties, whether express or implied, as to the suitability or usability of the website, its software or any of its content.

Belle will not be liable for any loss, whether such loss is direct, indirect, special or consequential, suffered by any party as a result of their use of the Belle platform, its software or content. Any downloading or uploading of material to the website is done at the user’s own risk and the user will be solely responsible for any damage to any computer system or loss of data that results from such activities.

Should you encounter any bugs, glitches, lack of functionality or other problems on our platform, our app, or with any of our products, please let us know immediately so we can rectify these accordingly. Your help in this regard is greatly appreciated! You can write to us at this address support@belle.ai.

If you are accepting these Terms of Services for another person in your family (a “**Family Member**”) including, in your capacity as a parent, guardian, conservator, or custodian of such Family Member, then “**you**” includes you and such Family Member, and you agree to the terms and conditions of these Terms of Service on behalf of such Family Member and you hereby represent and warrant that you have the authority to enter into these Terms of Service on such Family Member’s behalf.

THESE TERMS OF SERVICE INCLUDE (I) AN ARBITRATION PROVISION; (II) A WAIVER OF RIGHTS TO BRING A CLASS ACTION AGAINST US; AND (III) A RELEASE BY YOU OF ALL CLAIMS FOR DAMAGE AGAINST US THAT MAY ARISE OUT OF YOUR USE OF THE SERVICES. BY USING ANY OF THE SERVICES, YOU AGREE TO THESE PROVISIONS.

I. ABOUT THE SERVICES

1. Services. [The Services include an artificial intelligence (“AI”)-powered software solution that is designed to assist you with identifying, evaluating, and tracking dermatological conditions.] You may upload a digital image (“Photo”) of a skin condition onto the App or the Website, and the Services will provide a qualitative assessment by identifying the condition, as well as a quantitative scoring by indicating the severity level for the condition.

THE SERVICES MAY PROVIDE YOU WITH CERTAIN INFORMATION AND DATA; HOWEVER, YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES DO NOT PROVIDE OR CLAIM TO PROVIDE ANY MEDICAL OR SIMILAR PROFESSIONAL SERVICES OR ADVICE, AND THE INFORMATION PROVIDED VIA THE SERVICES IS NOT INTENDED TO REPLACE MEDICAL OR OTHER PROFESSIONAL ADVICE OFFERED BY A PHYSICIAN OR OTHER PROFESSIONAL HEALTHCARE PROVIDER. YOU SHALL BE SOLELY RESPONSIBLE FOR ALL USES, MEDICAL, AND BUSINESS JUDGMENTS MADE AND FOR CARE PROVIDED USING THE SERVICES. BELLE IS SOLELY A SOFTWARE PROVIDER AND IS NOT RESPONSIBLE FOR, AND IS UNDER NO OBLIGATION TO BECOME INVOLVED IN, ANY DISPUTES BETWEEN THE USERS OF THE SERVICES AND ANY THIRD PARTY OTHER THAN BELLE, INCLUDING HEALTHCARE PROFESSIONALS ADMINISTERING CLINICAL SERVICES ARISING IN CONNECTION WITH THE USE OF THE SERVICES.

II. ENROLLMENT

1. User Account. You may use the Services solely for your personal, non-commercial use in accordance with these Terms of Service, and only if you are at least 18 years of age (or your parent or legal guardian has provided consent to the use of our Services). In order to use and access the Services you must create an account through the Website or App by completing the registration process set forth on the App or the Website, as applicable (each, your “User Account”). If you are the parent or guardian of a Family Member under the age of 18, and you decide to make the Services available to that Family Member, you may do so by establishing the User Account in your name for the benefit of such Family Member and providing consent for us to collect personal information from the Family Member. You are responsible for providing and maintaining current and accurate contact information, which may include name, email address, address, telephone number and other account information. Please review our Privacy Policy to learn about how we collect, use, share and protect your personal information.
2. Confidentiality of User Account. You are the sole authorized user of your User Accounts. You are responsible for maintaining the confidentiality of any password and account name for accessing the Services. You are solely and fully responsible for all activities that occur under your password or User Account. Belle has no control over the use of your or any user’s account and expressly disclaims any liability derived therefrom. Should you suspect that any unauthorized party may be using your password or User Account or you suspect any other breach of security, please contact Belle immediately by emailing support@belle.ai.

III. TERMS APPLICABLE TO THE SERVICES

1. License to the Services. Subject to your compliance with these Terms of Service, Belle hereby grants to you, a personal, nonexclusive, nontransferable, revocable, limited license (without the right to sublicense) to (a) access and use the Services, and (b) to download a single copy of the App onto your own mobile device to use the Services. This license includes a right to access or use any third-party software or services embedded or included in any portion of the App or Website in connection with your permitted use of the Services. These Terms of Service are limited to the intellectual property rights of Belle and its affiliates and licensors and do not include any rights to other patents or intellectual property. We reserve all rights not expressly granted to you pursuant to these Terms of Service. The limited rights granted to you to access and use the Services in accordance with these Terms of Service comprise a limited license and do not constitute the sale of any software program.

2. Restrictions.
 - (a) You agree that: (i) you will only use the Services for lawful purposes; (ii) you will not use the Services for sending or storing any unlawful material or for fraudulent purposes or to engage in any illegal, offensive, indecent, pornographic, or objectionable conduct; (iii) you will not use the Services to advertise, solicit, or transmit commercial advertisements or any other form of solicitation or unauthorized communication, including “spam”; (iv) you will not use the Services to cause nuisance, annoyance, or inconvenience; (v) you will not impair the proper operation of the Services’ network; (vi) you will not try to harm the Services in any way whatsoever; and (vii) you will only use the Services for your own personal use and will not resell it to a third party or otherwise use it for commercial purposes.

 - (b) You agree that you will not directly or indirectly: (i) distribute, sell, assign, encumber, transfer, rent, lease, loan, sublicense, modify, time-share, or exploit the Services in any unauthorized manner, including but not limited to by trespass or burdening network capacity; (ii) use the Services in any service bureau arrangement; (iii) copy, reproduce, adapt, create derivative works of, translate, localize, port, or modify the Services, any updates, or any part thereof in any form or manner or by any means; (iv) harvest or scrape any content or data from the Services, or (v) permit any third party to engage in any of the acts described in clauses (i) through (iv).

 - (c) You further understand and agree that you are not permitted to: (i) remove or alter any copyright, trademark, certifications, or other proprietary rights’ notice or restrictive rights legend contained or included in the Services; (ii) decompile, disassemble, reverse compile, reverse assemble, reverse translate or otherwise reverse engineer any part of the Services, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the Services); (iii) use any means to discover the source code of any portion of the Services; or (iv) otherwise circumvent any functionality that controls access to or otherwise protects the Services.

- (d) Belle, and its licensors, reserve the right to change, suspend, remove, or disable access to the Services at any time without notice. In no event will Belle be liable for the removal of or disabling of access to any such Services. Belle may also impose limits on the use of or access to the Services, in any case and without notice or liability.
3. Internet Charges. You are responsible for providing the mobile device, wireless service plan, Internet connections and/or other equipment or services that you need to download, install and/or use the Services. WE DO NOT GUARANTEE THAT THE SERVICES CAN BE ACCESSED AND USED ON ANY PARTICULAR DEVICE OR WITH ANY PARTICULAR SERVICE PLAN. WE DO NOT GUARANTEE THAT THE SERVICES WILL BE AVAILABLE IN ANY PARTICULAR GEOGRAPHIC LOCATION. As part of the Services, you may receive push notifications, text messages, picture messages, alerts, emails, or other types of messages directly sent to you outside or inside the App or Website ("**Push Messages**"). You agree that Belle may contact you via telephone or text messages (including by an automatic telephone dialing system) at any of the telephone numbers provided by you or on your behalf in connection with your use of the Services, including for marketing purposes. You understand that you are not required to provide this consent as a condition of use of the Services. You also understand that you may opt out of receiving text messages from us at any time, either by replying to our text with the word "STOP", or by contacting us at support@belle.ai . If you do not choose to opt out, we may contact you as outlined in our Privacy Policy. You acknowledge that, when you use the App, the Website or the Services on a mobile device, your wireless service provider may charge you fees for data, text messaging and/or other wireless access. YOU ARE SOLELY RESPONSIBLE FOR ANY FEE, COST, OR EXPENSE THAT YOU INCUR TO DOWNLOAD, INSTALL AND/OR USE THE APP, THE WEBSITE, OR THE APP OR WEBSITE SERVICES ON YOUR MOBILE DEVICE, INCLUDING FOR YOUR RECEIPT OF PUSH MESSAGES FROM BELLE.
4. App Updates. Belle may make available for download certain updates or upgrades to the App to update, enhance, or further develop the App ("**App Updates**"). The license granted herein allows you to download and use the App Updates pursuant to the same terms and conditions applicable to your use of the App.
5. Use of Health-Related and Other Personal Information. The Services will allow you to complete surveys and share other information about yourself and your health. By using the Services, you agree that Belle may collect, use, and disclose such information, including your health-related information (collectively "**Information**") in accordance with these Terms of Service and the Privacy Policy.
6. Your Content License Grant. In connection with your use of the Services, you may be able to post, upload, or submit content to be made available through the Services ("**Your Content**"). For clarity, Your Content includes your Photos or Information. In order to operate the Service, we must obtain from you certain license rights in Your Content so that actions we take in operating the Service are not considered legal violations. Accordingly, by using the Service and uploading Your Content, you grant us a license to access, use, host, cache, store, reproduce, transmit, display, publish, distribute, and modify (for technical purposes, e.g., making sure content is viewable on smartphones as well as computers and other devices) Your Content but solely as required to be able to operate and provide the Services. You agree that these rights and licenses are royalty free, transferable, sub-licensable, worldwide and irrevocable (for so long as Your Content is stored with

us), and include a right for us to make Your Content available to, and pass these rights along to, others with whom we have contractual relationships related to the provision of the Services, solely for the purpose of providing such Services, and to otherwise permit access to or disclose Your Content to third parties if we determine such access is necessary to comply with our legal obligations. As part of the foregoing license grant you agree that the other users of the Services shall have the right to comment on and/or tag Your Content and/or to use, publish, display, modify or include a copy of Your Content as part of their own use of the Services; except that the foregoing shall not apply to any of Your Content that you upload or post privately for non-public display on the Services. By posting or submitting Your Content through the Services, you represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for Your Content. You agree that Your Content will not contain material subject to copyright or other proprietary rights, unless you have the necessary permission or are otherwise legally entitled to post the material and to grant us the license described above.

7. Notice of Infringement – DMCA Policy

If you believe that any text, graphics, photos, audio, videos or other materials or works uploaded, downloaded or appearing on the Services have been copied in a way that constitutes copyright infringement, you may submit a notification to our copyright agent in accordance with 17 USC 512(c) of the Digital Millennium Copyright Act (the “DMCA”), by providing the following information in writing:

- (a) identification of the copyrighted work that is claimed to be infringed;
- (b) identification of the allegedly infringing material that is requested to be removed, including a description of where it is located on the Service;
- (c) information for our copyright agent to contact you, such as an address, telephone number and e-mail address;
- (d) a statement that you have a good faith belief that the identified, allegedly infringing use is not authorized by the copyright owners, its agent or the law;
- (e) a statement that the information above is accurate, and under penalty of perjury, that you are the copyright owner or the authorized person to act on behalf of the copyright owner; and
- (f) the physical or electronic signature of a person authorized to act on behalf of the owner of the copyright or of an exclusive right that is allegedly infringed.

Notices of copyright infringement claims should be sent by mail to: BelleTorus Corporation, Attn: [COPYRIGHT AGENT], [PHYSICAL ADDRESS]; or by e-mail to support@belle.ai. It is our policy, in

appropriate circumstances and at our discretion, to disable or terminate the accounts of users who repeatedly infringe copyrights or intellectual property rights of others.

8. A user of the Services who has uploaded or posted materials identified as infringing as described above may supply a counter-notification pursuant to sections 512(g)(2) and (3) of the DMCA. When we receive a counter-notification, we may reinstate the posts or material in question, in our sole discretion. To file a counter-notification with us, you must provide a written communication (by fax or regular mail or by email) that sets forth all of the items required by sections 512(g)(2) and (3) of the DMCA. Please note that you will be liable for damages if you materially misrepresent that content or an activity is not infringing the copyrights of others.
9. Aggregated / Anonymous Data. Belle may de-identify and/or aggregate your Photos, Information, system usage data and similar information relating to the provision, use and performance of various aspects of the Services with information from other users that does not include any direct identifiers that could identify you or anyone else ("**Aggregated Data**"). You hereby grant Belle, a non-exclusive, royalty-free, perpetual, irrevocable, worldwide right and license, with right of sublicense, to access and use your Aggregated Data in accordance with the terms of our Privacy Policy for purposes of medical research and to enhance our Services, including to (a) train and evaluate algorithms under development, (b) to develop data and associated annotations used as reference for in-house labeling, and (c) for other machine learning training purposes.
10. Third Party Services and Materials. The Services may display, include or make available content, data, information, applications or materials from third parties, including your health care provider(s) ("**Third Party Materials**") or provide links to certain third-party web sites. By using the Services, you acknowledge and agree that Belle is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect of such Third Party Materials or websites. Belle does not warrant or endorse and does not assume and will not have any liability or responsibility to you or any other person for any third-party services, Third Party Materials or web sites, or for any other materials, products, or services of third parties. Third Party Materials and links to other web sites are provided solely as a convenience to you.
11. No Endorsements. Belle does not recommend or endorse any specific drugs, tests, physicians, products, procedures, and opinions. You should not construe Belle's publication of any content, data or information on the Services as an endorsement by Belle of the views expressed herein, or any warranty or guarantee of any strategy, recommendation, treatment, action or application of medication or preparation made by the author of the content.
12. Ownership. The Services and their content, including their "look and feel" (e.g., text, graphics, images, logos), proprietary content, information and other materials, are protected under intellectual property, copyright, trademark and other laws. Belle's name, trademarks, logo and all related names, logos, product and service names, designs and slogans are trademarks of Belle or its affiliates or licensors. Other names, logos, product and service names, designs and slogans that appear on the Services are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us. You acknowledge and agree that Belle and/or its licensors own all right, title and interest in and to the Services (including without limitation any

and all patent, copyright, trade secret, trademark, show-how, know-how and any and all other intellectual property rights therein or related thereto) and you agree not to take any action(s) inconsistent with such ownership interests. You do not acquire any rights or licenses under any of Belle's (or its licensors') patents, patent applications, copyrights, trade secrets, trademarks, or other intellectual property rights on account of these Terms of Service. You acknowledge and agree that the features and functionality of the Services, and all software, content, data, "information and materials contained therein are the confidential and proprietary information of Belle (or its licensors), and accordingly you agree to (a) maintain the confidentiality of such information using reasonable efforts and care (but in no event less than the same efforts and care you use to protect your own confidential and proprietary information) and not disclose such information to any third party without the prior written consent of Belle, and (b) only use such information for the purposes of using the Services provided by Belle hereunder. Any Photos that you upload to the Services are and will remain your property.

13. Feedback. Any and all suggestions for correction, change and modification to the Services and other feedback (including but not limited to quotations of written or oral feedback) (collectively, "**Feedback**") are and will remain the property of Belle and Belle may use and disclose such Feedback in any manner and for any purpose whatsoever without further notice or compensation to you and without retention by you of any proprietary or other right or claim. You hereby assign to Belle any and all right, title and interest (including, but not limited to, any patent, copyright, trade secret, trademark, show-how, know-how, moral rights and any and all other intellectual property right) that you may have in and to any and all Feedback.

IV. DISCLAIMER OF WARRANTIES & LIMITATION OF LIABILITY

1. YOU ARE SOLELY AND FULLY RESPONSIBLE FOR YOUR USE OF THE SERVICES. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES (INCLUDING, WITHOUT LIMITATION, ANY THIRD PARTY MATERIALS, THIRD PARTY SOFTWARE OR SERVICES) ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND BELLE, ITS AFFILIATES AND THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS (COLLECTIVELY, THE "**RELEASED PARTIES**") HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICES (INCLUDING THE USE, PERFORMANCE AND SUPPORT THEREOF) AND ANY DATA OR INFORMATION PROVIDED THROUGH THE SERVICES, INCLUDING ANY ASSESSMENT OR SCORING THAT MAY BE PROVIDED, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, INTERFERENCE WITH ENJOYMENT, COMPLETENESS, INTEGRATION, FREEDOM FROM DEFECTS OR DISABLING DEVICES, UNINTERRUPTED USE AND ALL WARRANTIES IMPLIED FROM ANY COURSE OF DEALING OR USAGE OF TRADE. BELLE DOES NOT WARRANT THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS, (B) OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR VIRUS- OR ERROR-FREE, (C) THAT THE SERVICES WILL OPERATE OR BE COMPATIBLE WITH ANY OTHER APPLICATION OR ANY PARTICULAR SYSTEM OR DEVICE, OR (IV) DEFECTS IN THE SERVICES WILL BE CORRECTED. ANY ORAL OR WRITTEN ADVICE PROVIDED BY BELLE OR ITS AUTHORIZED AGENTS WILL NOT BE

DEEMED TO CREATE ANY WARRANTY. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY BELLE OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

2. TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL BELLE OR THE RELEASED PARTIES BE LIABLE FOR (A) ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THESE TERMS OF SERVICE OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE SERVICES OR THESE TERMS OF SERVICE AND WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) EVEN IF BELLE OR ANY RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR (B) FOR ANY OTHER CLAIM, DEMAND OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THIS TERMS OF SERVICE OR THE DELIVERY, USE OR PERFORMANCE OF THE SERVICES, INCLUDING WITH RESPECT TO THE PERFORMANCE OF HEALTHCARE SERVICES BY A HEALTH CARE PROFESSIONAL. SOME JURISDICTIONS (SUCH AS THE STATE OF NEW JERSEY) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. BELLE AND THE RELEASED PARTIES' TOTAL LIABILITY TO YOU FOR ANY DAMAGES FINALLY AWARDED SHALL NOT EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00) IN THE AGGREGATE. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL BELLE OR THE RELEASED PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SERVICES.
3. You agree that the above limitations of liability together with the other provisions in these Terms of Service that limit liability are essential terms of these Terms of Service and that Belle would not be willing to grant you the rights set forth in these Terms of Service but for your agreement to the above limitations of liability; you are agreeing to these limitations of liability to induce Belle to grant you the rights set forth in these Terms of Service. To the extent that Belle may not, as a matter of applicable law, disclaim any implied warranty or limit their liabilities, the scope and duration of such warranty and the extent of liability of Belle will be the minimum permitted under such applicable law.
4. By entering into these Terms of Service and using the Services, you agree that you shall defend, indemnify and hold Belle and the Released Parties harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (a) your violation or breach of any term of these Terms of Service or any applicable law, rule or regulation, (b) Your Content, (c) your violation of any rights of any third party, (d) any unauthorized use of the Services, or (e) your negligence or willful misconduct.

V. TERMINATION

Effect of Termination. If you breach any of the terms of these Terms of Service, all licenses granted by Belle, including permission to use the Services, will terminate automatically. Additionally, Belle may suspend, disable, or delete your User Account and/or the Services (or any part of the foregoing) with or without notice, for any or no reason. If Belle deletes your User Account for any suspected breach of these Terms of Service by you, you are prohibited from re-registering for the Services under a different name. Termination will not limit any of Belle's other rights or remedies at law or in equity. Upon termination or expiration of these Terms of Service, we shall maintain your medical information for the requisite period of time in accordance with applicable laws and regulations; provided, however, we shall not be obligated to maintain Your Content after the termination or expiration of these Terms of Service. Thereafter, we may, without notice to you, delete all such data or content in our systems or otherwise in our possession or under our control, except for any such data or content which we are obligated to maintain in accordance with applicable laws and regulations. Sections III, IV, V, and VII will survive any termination of these Terms of Service. Termination will not limit any of Belle's other rights or remedies at law or in equity.

VI. ARBITRATION AND CLASS ACTION WAIVER

This Section includes an arbitration agreement and an agreement that all claims will be brought only in an individual capacity (and not as a Class Action (as defined below) or other representative proceeding). Please read it carefully. You may opt out of the arbitration agreement by following the opt out procedure described below.

1. Informal Process First. You agree that in the event of any dispute between you and Belle, you will first contact Belle and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution, including without limitation any court action.
2. Arbitration Agreement. After the informal dispute resolution process, any remaining dispute, controversy, or claim (collectively, "**Claim**") relating in any way to your use of Belle's services and/or products, including the Services, or relating in any way to the communications between you and Belle or any other user of the Services, will be finally resolved by binding arbitration. This mandatory arbitration agreement applies equally to you and Belle. However, this arbitration agreement does not (a) govern any Claim by Belle for infringement of its intellectual property or access to the Services that is unauthorized or exceeds authorization granted in this Terms of Service or (b) bar you from making use of applicable small claims court procedures in appropriate cases.

Arbitration is more informal than a lawsuit in court. There is no judge or jury in arbitration. Instead, the dispute is resolved by a neutral arbitrator. Court review of an arbitration award is limited. Except to the extent the parties agree otherwise, arbitrators can award the same damages and relief that a court can award. You agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Belle are each waiving the right to a trial by jury or to participate in a Class Action.

If you wish to begin an arbitration proceeding, after following the informal dispute resolution procedure, you must send a letter requesting arbitration and describing your claim to BelleTorus Corporation, at 245 First Street, Riverview II, 18th Floor, Cambridge, MA 02142. The arbitration

will be administered by the Judicial Arbitration and Mediation Services (or its successor, “JAMS”) under its rules.

The number of arbitrators will be one. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location. The arbitration will be conducted in the English language. Massachusetts law will apply. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Payment of all filing, administration and arbitrator fees will be governed by the JAMS rules. You and we will pay the administrative and arbitrator’s fees and other costs in accordance with the applicable arbitration rules; but if applicable arbitration rules or laws require Belle to pay a greater portion or all of such fees and costs in order for this Section VI to be enforceable, then Belle will have the right to elect to pay the fees and costs and proceed to arbitration, or to decline to do so and have the matter resolved through the courts.

The arbitrator, and not any federal, state, or local court, will have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability, or formation of this arbitration agreement, including any claim that all or any part of this arbitration agreement is void or voidable. However, the preceding sentence will not apply to the “Class Action Waiver” section below.

If you do not want to arbitrate disputes with Belle and you are an individual, you may opt out of this arbitration agreement by sending an email to support@belle.ai within thirty (30) days of the date you first access or use the Services.

Class Action Waiver

Any Claim must be brought in the respective party’s individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding (“**Class Action**”). The parties expressly waive any ability to maintain any Class Action in any forum. If the Claim is subject to arbitration, the arbitrator will not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

If this Class Action waiver is found to be unenforceable, then the entirety of the Arbitration Agreement, if otherwise effective, will be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. If for any reason a claim proceeds in court rather than in arbitration, you and Belle each waive any right to a jury trial.

VII. GENERAL PROVISIONS

1. Modifications. We may modify these Terms of Service at any time. Modifications become effective immediately upon your first access to or use of the Services after the “**Last Updated**” date at the top of these Terms of Service. If we make changes that are material, we may use reasonable efforts to attempt to notify you, including by email or placing a prominent notice on

the Website. However, it is your sole responsibility to review the Terms of Service from time to time to view any such changes. Your continued access or use of the Services after the modifications have become effective will be deemed your conclusive acceptance of the modified Terms of Service. If you do not agree with the modifications to the Terms of Service, then please do not access or use the Services.

2. California Residents. If you are a California resident, in accordance with Cal. Civil Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.
3. Injunctive Relief. You agree that a breach of these Terms of Service will cause irreparable injury to Belle for which monetary damages would not be an adequate remedy and Belle shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security or proof of damages.
4. Electronic Communications Notice. When you use the Services or send emails to us, you are communicating with us electronically. You consent to receiving communications from us electronically. We may communicate with you by email or posting notices on the Website or App. You agree that all agreements and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. In order to access any such communications, you must have a computer or other Internet-enabled device. In order to retain copies of any such communications, you must have a printer or data storage device. If you have a printer, you may print paper copies of any such communications for your own use. If you wish to withdraw your consent for us to communicate with you electronically, you may not use our Services.
5. iOS App users. The following terms and conditions apply to you only if you are using the App from the Apple App Store. You, as an end-user of the App, acknowledge that this Terms of Service is entered into by and between Belle and you and not with Apple, Inc., and Apple, Inc. is not responsible for the App and/or its content. Notwithstanding the foregoing, you acknowledge that Apple, Inc. and its subsidiaries are third-party beneficiaries of this Terms of Service and that Apple, Inc. has the right (and is deemed to have accepted the right) to enforce this Terms of Service. You acknowledge that Apple, Inc. has no obligation whatsoever to maintain or support the App. You acknowledge that you have reviewed the App Store Terms and Conditions (located online at <http://www.apple.com/legal/itunes/us/terms.html#APPS>). This Terms of Service incorporates by reference the Licensed Application End User License Agreement (the “**LAEULA**”) published by Apple, Inc. (located online at <https://www.apple.com/legal/internet-services/itunes/dev/stdeula/>). For purposes of this Terms of Service, the App is considered the “**Licensed Application**” as defined in the LAEULA and Belle is considered the “**Application Provider**” as defined in the LAEULA. If any terms of this Terms of Service conflict with the terms of the LAEULA, the terms of this Terms of Service shall control. You further acknowledge and agree that in no event will Apple, Inc. be responsible for any claims relating to the App (including, without limitation, a third party claim that the App infringes that third party’s intellectual property rights) or your use or possession of the App, including but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. You acknowledge and agree

that, to the maximum extent permitted by applicable law, Apple, Inc. will have no warranty obligation whatsoever with respect to the App.

6. Miscellaneous. These Terms of Service will inure to the benefit of and will be binding upon each party's successors and assigns. These Terms of Service and the licenses granted hereunder may be assigned by Belle but may not be assigned by you without the prior express written consent of Belle. If any provision hereof is or becomes, at any time or for any reason, unenforceable or invalid, no other provision hereof will be affected thereby and the remaining provisions will continue with the same effect as if such unenforceable or invalid provisions will not have been inserted herein; provided that the ability of either party to obtain substantially the bargained-for performance of the other will not have thereby been impaired. It is expressly understood that in the event either party on any occasion fails to perform any term hereof and the other party does not enforce that term, the failure to enforce on any occasion will not constitute a waiver of any term and will not prevent enforcement on any other occasion. Nothing contained in these Terms of Service will be deemed to constitute either party as the agent or representative of the other party or both parties as joint venturers or partners for any purpose. The headings and captions contained herein will not be considered to be part of the Terms of Service but are for convenience only. You and Belle agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to the interpretation or construction of these Terms of Service. The JAMS Rules and the laws of the State of California, excluding its conflicts of law rules, govern these Terms of Service and your use of the Services.

7. Contact Us. You may contact us regarding the Services or these Terms of Service by mail at BelleTorus Corporation, at 245 First Street, Riverview II, 18th Floor, Cambridge, MA 02142 or by email at support@belle.ai, or by telephone at (617) 520-4730. These Terms of Service together with the Privacy Policy set forth the entire understanding of the parties with respect to the matters contained herein and there are no promises, covenants, or undertakings other than those expressly set forth herein.