

Kentra Health Terms of Use

This Kentra Health Terms of Use ("**Terms**") is a binding agreement between you ("**End User**" or "**you**") and Kentra Health LLC ("**Kentra Health**", "**we**" or "**us**"). These Terms govern your use of the Kentra Health software application, (including all related documentation, the "**Application**") and any content, functionality, and services offered on or through our website at <https://kentrahealth.com> (the "**Website**", and together with the Application, the "**Services**").

Please read these Terms of Use carefully before you start to use our Services.

BY USING THE APPLICATION OR WEBSITE, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS; (B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THESE TERMS AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE OUR WEBSITE OR THE APPLICATION AND DELETE IT FROM YOUR DEVICE.

1. Account Security. To access some of the Services you may be asked to provide certain registration details or other information. It is a condition of your use of the Services that all the information you provide is correct, current, and complete. You agree that all information you provide to register with the Services, including, but not limited to, through the use of any interactive features on the Website or Application, is governed by our Privacy Policy <https://assets.kentrahealth.com/documents/privacy-notice.pdf>, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Services or portions of them using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

2. Intellectual Property Rights. The Services and their entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by Kentra Health, its

licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

3. Website Use. These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

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- You may print one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from this site.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of these Terms, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

4. Application License Grant. The Application is licensed, not sold, to you. Subject to the terms of these Terms, Kentra Health grants you a limited, non-exclusive, and nontransferable license to:

(a) download, install, and use the Application for your personal, non-commercial use on a single device owned or otherwise controlled by you ("**Mobile Device**") strictly in accordance with the Application's documentation; and

(b) access, stream, download, and use on such Mobile Device the content and services made available in or otherwise accessible through the Application, strictly in accordance with these Terms and any supplementary terms applicable to such content and services.

5. Use Restrictions. Except as may be expressly permitted by applicable law or expressly authorized by the Application, you shall not:

(a) copy the Services, except as expressly permitted by these Terms;

(b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application;

(c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Services or any part thereof;

(d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Services, including any copy thereof;

(e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services, or any features or functionality of the Services, to any third party for any reason, including by making the Services available on a network where it is capable of being accessed by more than one device at any time;

(f) use any robot, spider, or other automatic device, process, or means to access the Services for any purpose, including monitoring or copying any of the material on the Services;

(g) use any manual process to monitor or copy any of the material on the Application, or for any other purpose not expressly authorized in these Terms, without Kentra Health's prior written consent;

(h) frame, mirror, or otherwise incorporate the Services or any portion of the Services as part of any other mobile application, website, or service;

(i) use the Services to transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation;

(j) use the Services in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries)

(k) impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing);

(l) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Services; or

(m) use the Services in any manner that could disable, overburden, damage, or impair the Services, restricts or inhibits anyone's use or enjoyment of the Services, interfere with any other party's use of the Services, or engage in any other conduct that or which, as determined by us, may harm the Company or users of the Services, or expose them to liability.

6. Trademarks. The Company name, the terms KENTRA HEALTH, the Kentra Health logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

7. Reservation of Rights. You acknowledge and agree that the Services are provided under license, and not sold, to you. You do not acquire any ownership interest in the Services under these Terms, or any other rights thereto other than to use the Services in accordance with the license granted, and subject to all terms, conditions, and restrictions, under these Terms. Kentra Health and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the Services, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in these Terms.

8. Reliance on Information. The information presented on or through the Services is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Services, or by anyone who may be informed of any of its contents. This Services may include content provided by third parties, including materials provided by other users, bloggers, artificial intelligences, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Kentra Health, are solely the opinions and the responsibility of the

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9. Collection and Use of Your Information. You acknowledge that when you download, install, or use the Application or access the Website or other Services, Kentra Health may use automatic means (including, for example, cookies and web beacons) to collect information about your device and about your use of the Services. All information we collect through or in connection with the Services is subject to our Privacy Policy <https://assets.kentrahealth.com/documents/privacy-notice.pdf>.

10. Interactive Features. The Services may contain interactive features (the "**Interactive Services**") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the Services.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Services, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose, subject to our Privacy Policy.

You represent and warrant that:

- (a) You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns; and
- (b) all of your User Contributions do and will comply with these Terms.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Services.

11. Limitations. Any information provided related to symptoms, health, or medical conditions made available to you through the Services is for informational purposes only, and is provided without warranty, guarantee, or representation of any kind. You should not take any

action based on the information provided through our Services without consulting a doctor or medical professional first.

Some of our Services may utilize large language AI models (the "**AI Services**"), and we cannot guarantee the accuracy of any output generated by such models. Our AI Services may, in some situations, result in incorrect output that does not accurately reflect original source material. You should carefully evaluate the accuracy of any output of the AI Services. PLEASE LIMIT YOUR INPUT INTO THE AI SERVICES TO INFORMATION THAT RELATES DIRECTLY TO YOUR SYMPTOMS. DO NOT INCLUDE ANY OTHER INFORMATION ABOUT YOURSELF, SUCH AS, BUT NOT LIMITED TO, YOUR NAME, ADDRESS, TELEPHONE NUMBER, EMAIL, OR SOCIAL SECURITY NUMBER.

12. Content Standards. These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

(a) contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable;

(b) promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;

(c) infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person;

(d) violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and our Privacy Policy <https://assets.kentrahealth.com/documents/privacy-notice.pdf>;

(e) be likely to deceive any person;

(f) promote any illegal activity, or advocate, promote, or assist any unlawful act;

(g) cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person;

(h) impersonate any person or misrepresent your identity or affiliation with any person or organization;

(i) involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising; or

(j) give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

13. Copyright Infringement. We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Services infringe your copyright, you may request removal of those materials (or access to them) from the Services by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), the written notice (the "DMCA Notice") must include substantially the following:

(a) Your physical or electronic signature.

(b) Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Website, a representative list of such works.

(c) Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.

(d) Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).

(e) A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.

(f) A statement that the information in the written notice is accurate.

(g) A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated copyright agent to receive DMCA Notices is:

Kenneth at Kentra Health

Kentra Health LLC

kenneth@kentrahealth.com

kenneth@kentrahealth.com

[EMAIL ADDRESS OF AGENT FOR THIS PURPOSE]

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the Website is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

14. Updates. Kentra Health may from time to time in its sole discretion develop and provide updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features to our Services (collectively, including related documentation, "**Updates**"). Updates may also withdraw, modify, reset, or delete in their entirety certain features and functionality. You agree that Kentra Health has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality.

If the Updates are for the Application, based on your Mobile Device settings, when your Mobile Device is connected to the internet either:

- (a) the Application will automatically download and install all available Updates; or
- (b) you may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so.

You agree that all Updates will be deemed part of the Services and be subject to all terms and conditions of these Terms.

15. Third-Party Materials. The Services may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services, including through third-party advertising ("**Third-Party Materials**"). You acknowledge and agree that Kentra Health is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Kentra Health does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

16. Term and Termination.

(a) You may terminate these Terms by immediately ceasing to use our Services in their entirety. Please follow the instructions on the Services to delete your user account.

(b) Kentra Health may terminate these Terms at any time without notice. In addition, these Terms will terminate immediately and automatically without any notice if you violate any of the terms and conditions of these Terms.

(c) Upon termination:

(i) all rights granted to you under these Terms will also terminate;

(ii) you must cease all use of the Services and delete all copies of the Services in your possession; and

(iii) we will delete any personal data stored about you in accordance with our Privacy Policy and applicable law, provided that our right to use personal data in anonymized form remains unaffected.

(d) Termination will not limit any of Kentra Health's rights or remedies at law or in equity.

17. Disclaimer of Warranties. THE SERVICES ARE PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, KENTRA HEALTH, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, KENTRA HEALTH PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

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APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

18. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL KENTRA HEALTH OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE CONTENT AND SERVICES FOR PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES. THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

19. Indemnification. You agree to indemnify, defend, and hold harmless Kentra Health and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to your use or misuse of the Services or your breach of these Terms, including but not limited to the content you submit or make available through this Services.

20. Export Regulation. The Services may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Services to, or make the Services accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Services available outside the US.

21. Severability. If any provision of these Terms is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of these Terms will continue in full force and effect.

22. Governing Law. These Terms is governed by and construed in accordance with the internal laws of the State of Utah without giving effect to any choice or conflict of law provision or

rule. Any legal suit, action, or proceeding arising out of or related to these Terms or the Application shall be instituted exclusively in the federal courts of the United States or the courts of the State of Utah in each case located in Salt Lake City. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

23. Geographic Restrictions. The owner of the Services is based in the State of Utah in the United States. We provide these Services for use only by persons located in the United States. We make no claims that the Services or any of their content is accessible or appropriate outside of the United States. Access to the Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

24. Entire Terms. These Terms, any document incorporating them by reference, and our Privacy Policy constitute the entire agreement between you and Kentra Health with respect to the Services and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Services.

25. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between these Terms and any applicable purchase or other terms, the terms of these Terms shall govern.

26. Changes to the Terms. We may amend, adapt, supplement, revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Services thereafter. If you have an account with us, we will use reasonable efforts to notify you in advance through your account and/or the Application of any changes prior to them going into effect. Your continued use of the Services following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.