

Rejoyn Rejoyn Terms of Use

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DO NOT USE THE SERVICES IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY. In an emergent situation, please call 911, contact your doctor, go to the nearest emergency room, or contact your local crisis center.

THESE TERMS LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF CERTAIN DISPUTES AND CONTAIN A MANDATORY ARBITRATION PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS, AND NOT BY A LAWSUIT. This means that (i) you are giving up, and you waive, the right to have any such dispute decided in a court of law before a jury or a judge (except as set forth expressly in Section 14), and (ii) that you are giving up, and you waive, the ability to pursue any such dispute in a class, consolidated, or representative action or proceeding. Please see Section 14 for more information.

Introduction

Otsuka Precision Health, Inc., (“**OPH**”, “**we**”, “**us**”, or “**our**”) owns and operates Rejoyn, a downloadable smartphone therapeutic mobile application (the “**App**”). We refer to the App and the services provided by OPH in connection with the App collectively herein as the “**Services**.” In these Terms, the terms “**you**” and “**yours**” refer to the person using the Services.

These Terms of Use (“**Terms**”) contain important information that governs your use of the Services. Your access to and use of the Services is subject to these Terms and all applicable laws and regulations. In using certain parts of the Services, you may be presented with additional or supplementary terms regarding the use of those specific Services, and you agree to review and be bound by such additional terms.

PLEASE READ THESE TERMS CAREFULLY BECAUSE THEY SET FORTH THE IMPORTANT TERMS YOU WILL NEED TO KNOW ABOUT THE SERVICES.

YOU UNDERSTAND THAT BY CLICKING “I ACCEPT”, “I AGREE”, OR SIMILAR, OR BY ACCESSING OR USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE LEGALLY BOUND BY AND COMPLY WITH THESE TERMS. IF YOU DO NOT OR CANNOT AGREE WITH ANY PART OF THESE TERMS, YOU MAY NOT USE THE SERVICES.

THE TERMS ARE SUBJECT TO CHANGE AS PROVIDED IN SECTION 3.

1. Important Notices and Disclaimers; Privacy

Your Relationship with OPH. OPH IS NOT A HEALTHCARE PROVIDER. OPH does not provide any medical services, including via the Services. Instead, OPH provides a technology platform for you to obtain access to a digital therapeutic as described in Section 2 below. Any decision related to diagnosis, treatment, or both, rests with you and your healthcare provider. You understand that by using the Services, you are not entering into a healthcare provider-patient relationship with OPH.

THE INFORMATION AND OTHER CONTENT AVAILABLE ON OR THROUGH THE SERVICES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS OR TREATMENT. YOU SHOULD ALWAYS CONSULT WITH YOUR HEALTHCARE PROVIDER REGARDING QUESTIONS YOU HAVE ABOUT ANY MEDICAL CONDITION BEFORE MAKING HEALTHCARE DECISIONS. YOUR USE OF THE SERVICES IS NOT A SUBSTITUTE FOR YOUR DIRECT COMMUNICATION WITH YOUR HEALTHCARE PROVIDER. DO NOT IGNORE OR DELAY OBTAINING PROFESSIONAL MEDICAL ADVICE BECAUSE OF ANY INFORMATION PROVIDED TO YOU THROUGH THE SERVICES.

Privacy Notice. The Privacy Notice posted in the App describes how we may maintain, use, and disclose personal information collected by us in connection with the App.

Additional Information. Information about the Indications for Use, Important Safety Information, and Instructions for Use can be found by clicking [here](#).

2. Services Overview, Availability, and Eligibility

Overview of Rejoyn. Rejoyn is a prescription digital therapeutic for the treatment of Major Depressive Disorder (MDD) symptoms, commonly referred to as “depression,” which is adjunctive to clinician-managed outpatient care or standard of care for adult patients with MDD, age 22 years and older who are on an antidepressant medication. It is intended to reduce MDD symptoms. Rejoyn provides neurobehavioral treatment composed of three parts: cognitive emotional training, cognitive behavioral therapy-based psychotherapy lessons, and personalized messaging.

Availability. OPH is based in the United States. We provide the Services for use only by persons located in the United States. We make no claims or representations that the Services or any material included in the Services are 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 at your own risk and you are solely responsible for compliance with local laws, including export laws as applicable.

Eligibility. The App is available only to persons who are age 18 years of age or over, however, our Services are indicated for use by you only if you are 22 years of age or over and on an antidepressant medication. To qualify to use the Services, the following must be true, and by accessing or using the Services, you represent and warrant that they are true:

- You are age 18 or over or, if you are accessing the App or Services in violation of the Eligibility requirement related to age, you otherwise have the express consent of your parent or legal guardian.
- You are on an antidepressant medication.
- You agree to be legally bound by and comply with these Terms.

You understand and agree that satisfying the above requirements does not guarantee that you will receive Services. In addition to the above requirements, OPH reserves the right to change or include new requirements as deemed appropriate in their sole discretion without providing prior notice to you.

To access or use the Services, you must have a compatible device, access to the Internet, and certain necessary software. Fees and charges may apply to your use of mobile services and to the Internet.

3. Changes to the Terms and the Services

The Services are continually under development, and OPH reserves the right to review or remove any part of these Terms in its sole discretion at any time and without prior notice to you. You should check the Terms from time to time when you use the Services to determine if any changes have been made. Any changes to these Terms are effective on the date such changes are posted on the App, unless applicable law requires us to provide additional notice or take other actions before such changes can become effective. If you disagree with these Terms, your sole and exclusive remedy is to discontinue your use of the Services. Your continued use after a change to these Terms has been posted on the App constitutes your acceptance of the changes.

You acknowledge and agree that: (1) all or any part of the Services may not be accessible at any time, for any period, or for any reason; and (2) OPH will not be liable if for any reason all or any part of the Services are unavailable at any time or for any period. OPH reserves the right at any time and for any reason to modify, or temporarily or permanently discontinue, the Services or any portion thereof, with or without notice. You agree that OPH shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services.

4. Registration and Account Creation

You may only access certain limited informational content within the Services (e.g., information about Rejoyn) without creating a user account. You will be required to create an account to access and use all other parts of the Services, including Rejoyn's digital therapeutic services. To create an account to access Rejoyn's digital therapeutic services, you will be required to (1) obtain a prescription from your healthcare provider, fill the prescription at your pharmacy, and obtain an access code from your pharmacy, and (2) enter the access code and other requested information, such as a username, password, email address, and mobile phone number into the App. If you create an account, you agree to provide information that is current, accurate, and complete, in accordance with the instructions in the App, and to maintain and update any information about yourself that you have provided to OPH. If you do not maintain such information, or OPH has reasonable grounds to suspect as much, OPH has the right to suspend or terminate your account and your use of the Services. You agree to keep your username and password confidential. You are responsible for all activities that occur under your account and for maintaining the confidentiality of your password. You also agree to immediately notify OPH of any unauthorized use of your username, password or any other breach of security that you become aware of involving or relating to the Services by emailing OPH at privacyofficer@otsuka-oph.com. OPH may take any and all actions it deems necessary or reasonable to maintain the security of the Services.

You are responsible for changing your password promptly if you think it has been compromised. You may not transfer or share your password with anyone or create more than one account. You may not use anyone else's account at any time. OPH explicitly disclaims liability for any and all losses and damages arising from your failure to comply with this section.

Rejoyn is intended for use only on mobile phones that run an unmodified manufacturer approved operating system. Using Rejoyn on a mobile phone with a modified operating system may undermine security features that are intended to protect your information from unauthorized or unintended disclosure. As a result, you may compromise your information if you use Rejoyn on a mobile phone that

has been modified. Use of the App on a mobile phone with a modified operating system is a material breach of these Terms.

5. Communication Preferences; Electronic Notices and Signatures

You will be required to provide your mobile phone number to create a Rejoyn user account. By creating an account, You acknowledge and agree that, subject to any restrictions on our use of your personal information under our Privacy Notice and applicable law, to receive electronic communications from OPH (e.g., via email to the email address you provide, text message (SMS) to a mobile phone number you provide, or by posting notices to the Services). These electronic communications may include operational notices about your account (e.g., password changes and other transactional information) and therapeutic messages once you start the Rejoyn program. These communications are part of your relationship with us.

Where you consent to receive electronic communications from Rejoyn nurses (and other care team members) or you initiate contact with customer support for support, you may receive a communication from Rejoyn nurses or other Rejoyn care team members or third-party customer support providers, to better support you with information about your prescription or treatment and to assist you with setting up your Rejoyn user account or using the App.

Where you consent to receive surveys from Otsuka or one of its third-party service providers, you may receive a survey about your experience with the App by email. I understand that I am not required to complete the survey in order to enjoy the App.

We may also send you promotional communications via email or other means, including newsletters, special offers, surveys, and other news and information we think will be of interest to you regarding OPH's and third parties' products and services. You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided in such emails.

You may incur data, call-time or messaging charges from your communication providers in connection with communications from OPH. You acknowledge that any text messages, phone calls and emails you receive from OPH may be unencrypted and carry some risk that the information in the messages could be read by an unauthorized person. You further acknowledge and agree that we cannot guarantee the security and confidentiality of the unencrypted communications that we send to you, and we are not responsible for any unauthorized access that occurs during or after the transmission of the communications to you.

You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing, and you consent and agree that your use of your finger, a keypad, mouse, or other device to select an item, button, icon, or similar act while using the Services, or in accessing or making any transactions regarding any agreement, acknowledgment, consent, terms, disclosures, or conditions, constitutes your signature, acceptance, and agreement as if actually signed by you in writing. You should maintain copies of electronic communications from us by printing a paper copy, saving an electronic copy, or both. Further, you agree that no certification authority or other third-party verification is necessary to establish the validity of your electronic signature, and that the lack of such certification or third-party

verification will not affect the enforceability of your signature or any resulting contract between you and us.

6. Ownership and License to Use the Services

Ownership. As between OPH and you, OPH is the sole and exclusive owner of all right, title and interest in and to the Services and their content, features and functionality (including, without limitation, all information, software, text, displays, images, video, audio, design, selection, arrangement and look and feel) (the “**Services Content**”), and any associated copyrights, patents, or other protected or unprotected intellectual property rights. You are not permitted to reproduce, publish, distribute, modify, reverse engineer, disassemble, create derivative works of, publicly display, publicly perform, republish, download, store, transmit, sell or participate in any sale of, or exploit in any way, in whole or in part, any of the Services or Services Content except as permitted by these Terms or otherwise by OPH expressly in writing. Any copy, modification, revision, enhancement, adaptation, translation, or derivative work of the Services or Services Content shall be owned solely and exclusively by OPH or its licensors, including all intellectual property rights therein. You may not access or use for any commercial purposes any part of the Services or Services Content.

Marks. Certain names, logos, and other materials displayed in and through the Services may constitute trademarks, trade names, service marks or logos (“**Marks**”) of OPH or its affiliates. You are not authorized to use any such Marks without the express written permission of OPH. Ownership of all such Marks and the goodwill associated therewith remains with us or our affiliates.

Your License. Subject to your compliance with these Terms, we hereby grant to you a personal, limited, revocable, non-exclusive, and nontransferable right to view, download, access, and use the Services and Services Content solely for your personal and non-commercial use and only as permitted under these Terms. No other right, title, or interest in or to the Services or Services Content is transferred to you, and all rights not expressly granted are reserved by OPH or its licensors.

7. User Content; Feedback

User Content. The Services may allow you to upload, store and share content, including information, data, notes, messages, text, and other materials in connection with your use of the App, for whatever purpose (collectively, “**User Content**”). Except for the license you grant below, as between you and OPH, you retain all rights in and to your User Content.

You hereby grant OPH a worldwide, royalty-free, non-exclusive, transferable, perpetual, and irrevocable license to use, distribute, transmit, reproduce, modify, publish, translate, publicly perform and display and create derivative works of your User Content, subject to any restrictions on our use of your personal information under our Privacy Notice and applicable law. You waive any right to compensation of any type for your User Content. You represent and warrant that you have all the rights necessary to grant the rights in this Section 7 and that use of your User Content by OPH does not violate any law.

OPH may, but is not obligated to, review your User Content and may delete or remove your User Content (without notice) from any of the Services in its sole discretion. Removal of any of your User Content from the Services (by you or OPH) does not impact any rights you granted in your User Content under the terms of an OPH license.

Feedback. If you provide any Feedback to OPH in connection with the Services, you hereby grant to OPH a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify and otherwise use, analyze and exploit such Feedback, in any format or media now known or hereafter developed, and for any purpose. You acknowledge and agree that Feedback is not confidential, and that OPH is free to use any Feedback for any purpose. **“Feedback”** means ideas, concepts, feedback, and know-how that you make available to us in connection with the Services.

8. Improvements

You acknowledge and agree that, subject to any restrictions on our use of your personal information under our Privacy Notice and applicable law, OPH or an OPH designated service providers (legally contracted to provide services on behalf of OPH) and third-party partners performing services on behalf of OPH, may store, use, disclose, transfer, access, and otherwise process Aggregated Data and personal information generated from your use of the Services, such as usage data and system performance data, to address and respond to Service-related performance issues and requests for support and to conduct Improvements. **“Aggregated Data”** means User Content, Feedback, and data generated from use of the Services, that has been de-identified or anonymized. **“Improvements”** means any activities necessary to analyze, and improve, repair, develop, modify, or update the Services Content and Services; conduct quality assurance reviews; monitor the performance of the Services; maintain compliance with legal, regulatory, and quality requirements; or enhance or improve the functionality, processes, performance, design, safety, or security of the Services Content and Services, which may include, but are not limited to, implementing bug fixes, user experience improvements or design updates to the Services Content, and other changes intended to improve the overall quality and usability of the Services.

9. Restrictions on Use

You agree that in using or accessing the Services, you will not, and will not attempt to:

- Impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity.
- Violate any local, state, national or international law (including export laws).
- Reverse engineer, disassemble, decompile, or translate any software or other components of the Services.
- Distribute, input, upload, transmit, or otherwise run or propagate any virus, application, Trojan horse, or any other harmful computer code that could damage or alter a computer, portable device, computer network, communication network, data, or the Services, or any other system, device, or property.
- Access or use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party.

- Use any robot, spider, scraper, or other automated means to access the Services for any purpose without our express prior written permission or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Services.
- License, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services, Service Content, or User Content other than as expressly permitted herein.
- Create or develop competing products or services or for any other purpose that is to OPH's detriment or commercial disadvantage.
- Damage, destroy, disrupt, disable, impair, overburden, interfere with, or otherwise impede or harm in any manner the Services, Service Content, or User Content, in whole or in part.
- Use framing techniques to enclose any trademark, logo, or the Services without our express prior written consent.
- Post, transmit or otherwise disseminate any content that, as we determine at our sole discretion: (i) is unlawful, harmful, harassing, fraudulent, threatening, abusive, libelous, defamatory, vulgar, obscene, hateful, violent, demeaning, intimidating, discriminatory, or racially, ethnically or otherwise objectionable, or infringes our or any third party's intellectual property or other rights, (ii) is derogatory or harmful to the reputation or other users or our reputation, the reputation of our licensors, or any of our or their respective officers, members, employees, representatives, licensors and/or suppliers, in any way; (iii) may incite violence or other unlawful activity; or (iv) is harmful to children in any manner; or (iv) attempts to obtain the personal information of other users.
- Harm, harass, threaten, abuse, defame, demean, discriminate against, intimidate, or otherwise submit content that is derogatory or harmful to the reputation of any other user of the Services, as we determine in our sole discretion.
- Disrupt, interfere with, violate the security of, or attempt to gain unauthorized access to the Services or any computer network.
- Bypass, breach, avoid, remove, deactivate, impair, descramble, or otherwise circumvent any security device, protection, or technological measure implemented by OPH or any of our service providers to protect the Services.
- Remove, delete, alter, or obscure any trademarks, specifications, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Services or any Service Content or User Content.
- Use any manual process or automated device to monitor or copy any content made available on or through the Services for any unauthorized purpose except as permitted herein.

- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation.
- Copy, duplicate, download, store in a retrieval system, publish, transmit or otherwise reproduce, transfer, distribute, store, disseminate, aggregate, use as a component of or as the basis for a database or otherwise use in any form or by any means any data, text, reports, or other materials related to OPH or third-party content from the Services.
- Otherwise use the Services in any manner that exceeds the scope of use granted herein.
- Encourage or enable any other individual to do any of the foregoing.

We reserve the right to take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services. YOU WAIVE AND HOLD HARMLESS OPH AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

10. Third-Party Links and Features on the Services

The Services may contain hyperlinks, plug-ins, products, or features operated by third parties (“**Third-Party Services**”). Such Third-Party Services are not under our control, and we are not responsible for the information, products or services described by, or for the content or features of, any such Third-Party Services. We are providing these Third-Party Services to you only as a convenience, and the inclusion of any Third-Party Services does not necessarily imply endorsement of the Third-Party Services by us or any association with its operators. Your use of these Third-Party Services is at your own risk, and we are not liable to you in any way, either directly or indirectly, for any content, errors, damage, or loss caused by or in connection with use of or reliance on information contained in or provided to Third-Party Services.

In the event that you have a dispute with one or more other users or third parties through your use of the Services, you release OPH, its officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services.

11. Termination

The Terms will remain in full force and effect as long as you continue to access or use the Services. You may terminate the Terms at any time by discontinuing use of the Services. Your permission to use the Services automatically terminates if you violate these Terms.

OPH may terminate or suspend any of the rights granted by these Terms and your access to and use of the Services with or without prior notice, for any reason, and at any time, including for violations of these Terms. The following provisions, and any other provision which by its nature should survive termination, will survive the expiration or termination of these Terms for any reason whatsoever: Disclaimer of

Warranties; Limitation of Liability; Indemnification; Governing Law, Dispute Resolution, Arbitration, Venue, Severability of Provisions; and Miscellaneous Terms.

Subject to applicable law, OPH reserves the right to maintain, delete or destroy all communications and materials posted or uploaded to the Services pursuant to its internal record retention and/or content destruction policies. After such termination, OPH will have no further obligation to provide the Services.

12. Disclaimer of Warranties

YOU EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. OPH, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, PARTNERS, MEMBERS, EMPLOYEES, AND AGENTS (COLLECTIVELY “**RELATED PERSONS**”) MAKE NO REPRESENTATIONS OR WARRANTIES AND EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, NONINFRINGEMENT, TITLE, AVAILABILITY, SECURITY, OPERABILITY, CONDITION, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA, FREEDOM FROM VIRUSES OR MALWARE, COMPLETENESS, TIMELINESS, FUNCTIONALITY, RELIABILITY, SEQUENCING OR SPEED OF DELIVERY OR SYSTEM INTEGRATION. WE MAKE NO WARRANTIES OR REPRESENTATIONS THAT YOUR USE OF THE SERVICES WILL NOT INFRINGE THE RIGHTS OF THIRD PARTIES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER OPH NOR ITS RELATED PERSONS WILL BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED THROUGH THE SERVICES. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, TIMELINESS, RELIABILITY, OR USEFULNESS OF THE SERVICES, SERVICES CONTENT, AND USER CONTENT. FURTHERMORE, OPH DOES NOT GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED, OR FREE FROM ERROR, DEFECT, LOSS, DELAY IN OPERATION, CORRUPTION, CYBER ATTACK, VIRUSES, INTERFERENCE, HACKING, MALWARE, OR OTHER SECURITY INTRUSION, AND OPH DISCLAIMS ANY LIABILITY RELATING THERETO.

YOU UNDERSTAND AND AGREE THAT ANY CONTENT, MATERIAL AND/OR INFORMATION OBTAINED THROUGH THE USE OF THE SERVICES ARE USED AT YOUR SOLE RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR MOBILE PHONE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH CONTENT, MATERIAL AND/OR INFORMATION, OR YOUR RELIANCE ON ANY SUCH CONTENT, MATERIAL, AND/OR INFORMATION.

13. Limitation of Liability

YOU UNDERSTAND THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL OPH, ITS RELATED PERSONS OR LICENSORS BE LIABLE TO YOU OR TO ANY PARTY FOR ANY CLAIMS, LIABILITIES, LOSSES, COSTS OR DAMAGES UNDER ANY LEGAL OR EQUITABLE THEORY, WHETHER IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), CONTRACT, WARRANTY, STATUTE OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR OTHER SPECIAL CATEGORY OF DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE OR DATA, SERVICE INTERRUPTION, COMPUTER OR MOBILE PHONE DAMAGE, OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY

DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS, INCLUDING DEATH, ARISING OUT OF OR IN CONNECTION WITH ANY ACCESS, USE OF (OR INABILITY TO USE) THE SERVICES OR ANY SERVICES CONTENT, OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICES. THIS IS TRUE EVEN IF OPH OR RELATED PERSONS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

IN NO EVENT SHALL OPH OR IT'S RELATED PERSONS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) EXCEED, IN THE AGGREGATE, ONE HUNDRED DOLLARS (\$100).

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for damages such as in this section. Accordingly, some of these limitations may not apply to you in their entirety. If you are a resident of a U.S. state that permits the exclusion of these warranties and liabilities, then the limitations in this section specifically do apply to you.

14. Indemnification

You agree to indemnify, defend, and hold harmless OPH, its affiliates, subsidiaries, and all of their directors, officers, employees, contractors, licensors, suppliers, representatives, proprietors, partners, shareholders, principals, agents, predecessors, successors, assigns, accountants, and attorneys harmless from and against any and all third-party suits, actions, claims, proceedings, damages, settlements, judgments, injuries, liabilities, obligations, losses, risks, costs, and expenses (including, without limitation, reasonable attorneys' fees, litigation expenses, and accounting fees), relating to or arising from, or alleged to arise from: (i) your use of the Services, or your use of the Services Content or other materials or features available on the Services, (ii) your User Content, (iii) your fraud, violation of law, negligence, or willful misconduct, or (iv) your breach of these Terms.

15. Governing Law; Dispute Resolution; Arbitration

IMPORTANT NOTE: PLEASE READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES YOU AND OPH TO RESOLVE ALL DISPUTES BETWEEN US THROUGH BINDING INDIVIDUAL ARBITRATION AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM OPH. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND OPH ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION.

Governing Law and Venue. These Terms and your use of the Services shall be governed by the laws of the New Jersey, without giving effect to the principles of conflict of laws. Subject to the requirement to arbitrate set forth in this Section **Error! Reference source not found.**, exclusive jurisdiction for all disputes that do not require arbitration will be the state and federal courts located in Princeton, New Jersey and you consent to the jurisdiction of those courts.

Informal Dispute Resolution. You agree to first attempt to resolve any dispute, claim or controversy (whether involving contract, tort, equitable, statutory, or any other legal theory) with any of us arising out of or relating to these Terms or the Services (“**Dispute**”) informally by contacting LegalAffairs@otsuka-oph.com with a description of the Dispute. If we cannot resolve your Dispute informally within 30 days, you and we each agree to a dispute resolution process requiring individual arbitration as set forth in this section.

AGREEMENT TO ARBITRATE. You agree that any Disputes that you and any of us are unable to resolve informally will be settled by binding arbitration, except that each party retains the right: (i) to bring an individual action in small claims court and (ii) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights (the action described in the foregoing clause (ii), an "**IP Protection Action**"). You will also have the right to litigate any other Dispute if you provide us with written notice to opt out of arbitration ("**Arbitration Opt-out Notice**") by email at LegalAffairs@otsuka-oph.com or by regular mail to the address set forth in the "Contact Information" section below within thirty (30) days following the date you first accept these Terms, or if you have not registered for an account, then within thirty (30) days following the date you first use our Services. If you don't provide us with an Arbitration Opt-out Notice within the thirty (30) day period, you will be deemed to have knowingly and intentionally waived your right to litigate any Dispute except as expressly set forth in clauses (i) and (ii) above. Unless you timely provide us with an Arbitration Opt-out Notice, you acknowledge and agree that you and we are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless you otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If a decision is issued stating that applicable law precludes enforcement of any limitations set forth in this Agreement to Arbitrate on the right to arbitrate claims on a class or representative basis, or as part of a consolidated proceeding, as to a given claim for relief, then that claim (and only that claim) must be severed from the arbitration and brought in the state or federal courts located in [Princeton, NJ. All other claims will be arbitrated.

Arbitration Rules. The arbitration will be administered by the American Arbitration Association ("**AAA**") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "**AAA Rules**") then in effect, except as modified by this "Governing Law; Dispute Resolution; Arbitration" section. (The AAA Rules are available at <https://www.adr.org/Rules>.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

Arbitration Process. A Party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. AAA provides a general form for a Demand for Arbitration and a separate form for Demand for Arbitration for California residents. The arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA's roster of arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

Arbitration Location and Procedure. Unless you agree with us otherwise, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of the documents that are submitted to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

Arbitrator's Decision. The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award of damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law. We will not seek, and hereby waive all rights we may have under applicable law to recover, attorneys' fees and expenses if we prevail in arbitration.

Fees. Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed \$75,000, we will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

Changes. Notwithstanding anything to the contrary in these Terms, if we change this "Dispute Resolution" section after the date you agreed to these Terms or access our Services, you may reject any such change by sending us written notice (including by email to LegalAffairs@otsuka-oph.com) within 30 days of the date such change became effective, as indicated in the "Effective Date" listed at the beginning of these Terms or in the date of our email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and us in accordance with the provisions of this "Dispute Resolution" section as of the date you accepted these Terms or accessed our Services.

No Class Actions. YOU AND OPH AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and OPH agree otherwise in writing, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

Limited Time to File Claims. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU OR OPH WANTS TO ASSERT A DISPUTE AGAINST THE OTHER THAT IS SUBJECT TO ARBITRATION PURSUANT TO THESE TERMS, THEN YOU OR OPH MUST COMMENCE SUCH DISPUTE BY DELIVERY OF A NOTICE OF ARBITRATION WITHIN ONE (1) YEAR AFTER THE DISPUTE ARISES -- OR IT WILL BE FOREVER BARRED.

Severability. All parts of these Terms apply to the maximum extent permitted by law. OPH and you both agree that if we cannot enforce a part of this contract as written, then that part will be replaced with terms that most closely match the intent of the part we cannot enforce, to the extent permitted by law. The invalidity of part of these Terms will not affect the validity and enforceability of the remaining provisions. The section headings are for convenience only and do not have any force or effect.

16. Notice Regarding Apple.

By accessing or downloading the App from the Apple App Store, you are agreeing to Apple's Licensed Application End User License Agreement, available at: <https://www.apple.com/legal/internet->

services/itunes/dev/stdeula/ (“**Apple Terms**”). These Terms govern if there is a conflict with the Apple Terms.

17. Notice Regarding Google.

The section only applies to the extent you acquire the App from the Google Play Store: (i) you acknowledge that these Terms of Service are between you and OPH only, and not with Google, Inc. (“**Google**”); (ii) your use of the App must comply with Google’s then-current Google Play Terms of Service; (iii) Google is only a provider of Google Play where you obtained the App; (iv) OPH, and not Google, is solely responsible for the App; (v) Google has no obligation or liability to you with respect to the App or these Terms; and (vi) you acknowledge and agree that Google is a third-party beneficiary to these Terms as it relates to the App.

18. Miscellaneous Terms

No waiver. No waiver by OPH of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure by OPH to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

No agency relationship. Neither these Terms, nor any Services Content, materials or features of the Services create any partnership, joint venture, employment, or other agency relationship between us and you. You may not enter into any contract on our behalf or bind us in any way.

Remedies. You agree that any violation, or threatened violation, by you of these Terms constitutes an unlawful and unfair business practice that will cause us irreparable and unquantifiable harm. You also agree that monetary damages would be inadequate for such harm and consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate. These remedies are in addition to any other remedies we may have at law or in equity.

Assignment. You may not assign any of your rights under these Terms, and any such attempt will be null and void. OPH and its affiliates may, in their individual discretion, transfer, without further consent or notification, all contractual rights and obligations pursuant to these Terms if some or all of the business of OPH is transferred to another entity by way of merger, sale of its assets, or otherwise.

Notice for California Users. If you are a California resident, you hereby waive California Civil Code §1542, which says: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.” This release includes the criminal acts of others.

Headings. The heading references herein are for convenience purposes only and shall not be deemed to limit or affect any of the provisions hereof.

Entire Agreement. This is the entire agreement between you and OPH relating to the subject matter herein and supersedes all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject matter, excluding any other agreements that you may have entered into with OPH.

19. Contact Us

If you have any questions about these Terms, please contact us at:

Otsuka Precision Health
Attn: Privacy Officer
508 Carnegie Ctr.
Princeton, NJ 08540
Email: Privacyofficer@otsuka-oph.com
Phone: (833) 468-7852