



Welcome to Cabana

Hi there, we're glad you're here. Cabana is a place for private support, intended to help our mental health industry improve access and help those who may not have a good place to start or an easy place to get private support. We created Cabana to fill a gap in a broken mental healthcare industry – not to market spam, surveil people, or create gotcha surprises in the fine print.

We know legal documents can feel overwhelming. Before you dive into the full Terms of Service, here are a few things we want you to know about us and about our product Cabana —plain and simple:

- **We built Cabana because mental health support deserves to be easy and it deserves to be private.**
- **You are in control.** We don't sell your data. We don't share your personal information for advertising. And we don't tell your employer what you use Cabana for. You decide what, when, and how you share in Cabana – period. Our Privacy Policy tells you exactly what we collect and how it's used.
- **We're not a crisis line or a replacement for medical care.** Cabana offers support in our app and through our live groups; but we don't diagnose and we don't require a diagnosis to use Cabana. If you're in danger or having a medical emergency, we aren't the right place. The right place is to please call 911, call or text 988, or go to the nearest emergency room (ER).
- **Respect matters. The Golden Rule matters.** We want this to be a safe and welcoming place. That means using Cabana kindly, legally, and as intended. Harassment, spam, or misuse is neither welcome nor tolerated here. When you join a Cabana group, be considerate to others.
- **We believe in fairness, not fine print.** If something goes wrong, we'll do our best to make it right. If it can't be resolved, we may use arbitration instead of going to court—see Section 9 for details and how to opt out.

We designed Cabana to be a trustworthy place to turn when life feels overwhelming or uncertain. Our goal is to offer you real support, without confusing contracts or sneaky clauses.

If you keep reading below, you'll find the full Terms of Service—because transparency is part of how we build trust. If you have questions, [reach out](#). We're here to help.

Thanks and be well,

—Heather and David

Co-founders of Cabana

TERMS OF SERVICE

Effective Date: September 15, 2025

Welcome to Cabana, a mental health support platform created by Even Health LLC to help individuals find support through others and raise self-awareness.

These Terms of Service (or “Terms”) govern your access to and use of the Cabana platform, mobile app, and any associated services, whether hosted by Cabana or a third party, including your use of our websites (www.yourcabana.com, www.mycabana.health) and our related applications, mobile applications, products, and services (collectively referred to as the “Services”).

Please review these Terms of Service carefully before using our Services. By using and/or accessing our Services, you signify your assent to both these Terms and the Cabana Privacy Policy (<https://www.yourcabana.com/privacy-policy>). If you do not agree to these Terms or the Privacy Policy, you are not permitted to access, enter, or use any part of the Services.

NOTICE REGARDING DISPUTE RESOLUTION: THESE TERMS CONTAIN A BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER PROVISION (SEE SECTION 9 BELOW) THAT GOVERN HOW CLAIMS YOU AND WE MAY HAVE AGAINST EACH OTHER ARE RESOLVED AND WHICH WILL, SUBJECT TO LIMITED EXCEPTIONS, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING ARBITRATION UNLESS YOU OPT-OUT IN ACCORDANCE WITH SECTION 9 (E). UNLESS YOU OPT-OUT OF ARBITRATION: (A) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST US ON AN INDIVIDUAL BASIS, NOT AS PART OF ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND (B) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

1. INTENDED USE

Cabana Services are intended for general informational use and not to treat or diagnose a medical condition. THE SERVICES ARE NOT INTENDED FOR USE IN AN EMERGENCY. IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, PLEASE CALL 911 OR GO TO THE NEAREST EMERGENCY ROOM.

2. SCOPE OF TERMS

We may provide you with specific Terms of Service, Privacy Policies, and Notices for third-party software, applications, and services that we make available to you through the Services. When you use Cabana Services, use of such third-party software and services is governed by the specific Terms of Service for those services.

3. WHO MAY USE OUR SERVICES

In using our Services, you agree that you are at least 18 years old. Cabana does not intentionally collect any information from children under 13 years of age unless the child’s parent gives consent. If we do not believe that you meet the criteria for use of the Services, or if we believe you have not or cannot agree to the Terms of Service and Privacy Policy (“Privacy Policy”) for the Services, we may terminate your ability to access the Services, in our sole discretion.

4. USER CONDUCT

You may access and use the Services only for lawful purposes in accordance with these Terms. Cabana is under no obligation to enforce these Terms on your behalf against another user; however, we encourage you to let us know if you believe another user has violated these Terms or has otherwise engaged in prohibited or illegal conduct.

In using our Services, you agree not to (and will not assist, encourage, or enable others) to:

- Violate any applicable federal, state, local, or international law or regulation.
- Create, send, display, transmit, upload, download, use, or reuse any content which:
 - Contains any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
 - Infringes any patent, trademark, trade secret, copyright, or other intellectual property rights of any other person or entity; or
 - Violates or assists in the violation of legal rights (including the rights of publicity and privacy) of others or contains 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/or our Privacy Policy.
- Transmit spam, chain letters, or any other type of unsolicited mass emails or conduct any commercial solicitation without Cabana's written permission.
- Reverse engineer, decompile, or disassemble or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of any part of the Services.
- Modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit Cabana Intellectual Property, except as may be expressly authorized by Cabana in a written contract or agreement between you and Cabana.
- Record, process, harvest, collect, or mine information about other users.
- Use the Services to transmit any computer viruses, worms, defects, Trojan horses, or other items of a destructive nature.
- Use the Services to violate the security of any computer network, crack passwords or security encryption codes.
- Remove, circumvent, disable, damage, or otherwise interfere with any security-related features or other restrictions of the Services.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Services, the server on which the Services is stored, or any server, computer, or database connected to the Services.
- Otherwise attempt to interfere with the proper working of the Services.

5. INTELLECTUAL PROPERTY RIGHTS

- a) General; Copyrights. All content in any form is owned by Cabana or by third parties. It is protected by copyright laws. You are not permitted to copy, change or publish it without the owner's express permission. Any use of any content you receive through the Services without the permission of the owner is strictly prohibited. You are not allowed to download, "mirror," encode or republish anything in the Services without our express permission. You also are not permitted to remove or

modify any copyright, trademark, or other proprietary rights notice that appears in any portion of the Services or on any materials printed or copied from the Services.

- b) Trademarks. All logos and trademarks that appear in any portion of the Services or on any materials provided through the Services are either trademarks or registered trademarks of Cabana, our affiliates or licensors and may not be copied, imitated, or used, in whole or in part, without our prior written permission. All page headers, custom graphics, button icons, and scripts are service marks, trademarks and/or trade dress of Cabana and our affiliates, and may not be copied, imitated, or used, in whole or in part, without our prior written permission. Other trademarks, registered trademarks, product names, and company names or logos displayed on the Site are the property of their respective owners.
- c) Your Submissions. We do not claim ownership of any materials and other information, such as feedback, suggestions and ideas for new or improved products or services, that you may provide to us or post or upload to the Site ("Submissions"). However, by providing or submitting a Submission, you grant Cabana rights to use, display and modify the Submission. These rights include a grant to us, our affiliated companies and sublicensees of an irrevocable, non-exclusive, worldwide, royalty-free, perpetual license (including without limitation a copyright license), with the right to sublicense, reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform the Submission and publish your name in connection with your Submission. You agree that you will not receive any compensation or payment, and you shall have no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions to us. We are not required to post or use any Submission, and we may remove any Submission at any time in our sole discretion. By providing or submitting a Submission you warrant and represent that you own or otherwise control all of the rights to the Submission.
- d) Software. Any software, including any files, images generated by the software, code, and data accompanying the software (collectively, "Software"), used or accessible through the Services may be used by you solely to access and use the Services for the purposes expressly stated in these Terms or in the Services. You cannot use the Software or Services to compete with us. Cabana and our affiliates and licensors own all intellectual property rights in the Software. You may not copy, distribute, sell, modify, decompile, reverse engineer, disassemble or create derivative works from any Software.
- e) Any rights not expressly granted herein are reserved.

6. COPYRIGHT POLICY & Complaints

Cabana expects you to respect copyright law. We will terminate access to the Services of any user who repeatedly infringes or is believed to be repeatedly infringing the rights of copyright holders or remove or disable access to material on the Services that infringes upon the copyright rights of others. Cabana also may, in our discretion, remove or disable links or references to an online location that contains infringing material or infringing activity.

- a) Digital Millennium Copyright Act. If you believe that your work has been used on the Services in any manner that constitutes copyright infringement, please notify Cabana's designated copyright agent by written notice at: compliance@yourcabana.com

- b) Notice. In order to be effective, your notice must include the following information, as provided for under the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. 512(c)(3):
- i. An electronic or physical signature of a person authorized to act on behalf of the owner of the copyright allegedly infringed;
 - ii. Identification of the copyright work you claim has been infringed, or, if multiple copyrighted works on our websites are covered by a single notification, a representative list of such works at that site;
 - iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
 - iv. Your name, address, telephone number and, if available, an email address;
 - v. **A statement by you that you have a good faith belief that the disputed use of the material at issue is not authorized by the copyright owner, the agent of the copyright owner or the law; and**
 - vi. A statement by you that the information in this notification is accurate and a statement, under penalty of perjury, that you are the copyright owner of the material allegedly infringed or authorized to act on the copyright owner's behalf.

All notices received by Cabana that are not in compliance with the foregoing procedure will receive no response from us.

7. PRIVACY AND PERSONAL INFORMATION

Cabana collects certain information about you when you visit our websites or use our Services. We explain what information we collect and how we use such information in our Privacy Policy. Cabana's Privacy Policy, as it may change from time to time, is a part of these Terms of Service and is incorporated herein by this reference. Cabana reserves the right to use and disclose your information in the manner consistent with the Privacy Policy.

8. ARTIFICIAL INTELLIGENCE AND AUTOMATED TOOLS

Cabana integrates artificial intelligence (AI), machine learning (ML), and other advanced technologies into certain features of its Services to enhance user experience and support personal reflection. **However, Cabana is not a medical service, and no part of the Cabana platform—including AI-generated content, human-led sessions, or self-guided tools—constitutes medical or clinical advice.**

Use of AI in the Platform

Cabana may incorporate AI technologies, including large language models (LLMs), to support non-clinical user experiences. Current uses include:

- **Reflective Responses:** AI is used to generate personalized prompts and help users capture insights over time.
- **Semantic Search:** AI enhances the discovery of relevant content and resources across the platform.
- **Human-in-the-Loop (HITL):** Some AI-generated content is reviewed and improved by trained humans. Cabana clearly notifies users when content is AI-generated. **NOTE: AI-supported features are not monitored in real time.**

AI features are designed to be supportive and informational only. They are not a substitute for licensed medical, psychological, or therapeutic care. **Users should not rely on any aspect of Cabana for diagnosis, treatment, or as a replacement for professional health services.**

Privacy and Data Handling

User privacy is a core value of Cabana. Our AI systems operate using anonymized and de-identified data. We do not use identifiable user content to train third-party models. AI usage does not alter our existing Privacy Policy.

9. INDEMNIFICATION

You agree to indemnify and hold harmless Cabana, and any of Cabana's affiliates, successors, assigns or licensees, together with any of their respective board members, officers, directors, and employees, against any damages, losses, liabilities, judgments, costs and expenses (including reasonable attorneys' fees and costs) arising out of a claim by Cabana or any third party relating to your violation of these Terms of Service, your use of the Services, your Submissions and/or your use of any information obtained from the Services.

10. ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

You and Cabana agree that these Terms affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. This Section is intended to be interpreted broadly and governs any and all disputes between us arising under or related to any aspect of this agreement or Cabana, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before this agreement or any prior agreement (and claims that may arise after the termination of these Terms. The only disputes excluded from this broad prohibition are the litigation of certain intellectual property and small court claims, as provided below.

By agreeing to these Terms, you agree to resolve any and all disputes with Cabana as follows:

- a) Initial Dispute Resolution. If you have any concerns regarding your use of the Services, you can reach Cabana at support@yourcabana.com. Most concerns may be quickly resolved in this manner. Except for intellectual property claims and small claims court claims, the parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with Cabana, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration.
- b) Binding Arbitration. If the parties do not reach an agreed-upon solution at least sixty (60) days from the time informal dispute resolution is initiated under the "Initial Dispute Resolution" subsection above, then either party may initiate binding arbitration, subject to the terms set forth below. Specifically, all claims arising out of or relating to these Terms or Privacy Policy (including formation, performance and breach), the parties' relationship with each other, and/or your use of the Services shall be finally settled by binding arbitration administered by JAMS in accordance

with the JAMS Streamlined Arbitration Procedure Rules for claims that do not exceed \$250,000 and the JAMS Comprehensive Arbitration Rules and Procedures for claims exceeding \$250,000 in effect at the time the arbitration is initiated, excluding any rules or procedures governing or permitting class actions.

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms or the Privacy Policy, including but not limited to any claim that all or any part of these Terms or Privacy Policy is void or voidable. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written and shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. To start an arbitration, you must do the following: (a) write a Demand for Arbitration that includes a description of the claim and the amount of damages you seek to recover (you may find a copy of a Demand for Arbitration at www.jamsadr.com); (b) send three copies of the Demand for Arbitration, plus the appropriate filing fee, to the applicable JAMS Resolution Center, which can be found at <http://www.jamsadr.com/locations>; and (c) send one copy of the Demand for Arbitration to EVEN HEALTH LLC c/o M. Fretwell at 1160 Spa Rd, Suite 2B Annapolis, MD 21403 USA.

YOU AND CABANA UNDERSTAND THAT, ABSENT THIS MANDATORY ARBITRATION PROVISION, EACH PARTY WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. YOU AND CABANA FURTHER UNDERSTAND THAT, IN SOME INSTANCES, THE COSTS OF ARBITRATION COULD EXCEED THE COSTS OF LITIGATION AND THE RIGHT TO DISCOVERY MAY BE MORE LIMITED IN ARBITRATION THAN IN COURT.

- c) Class Action Waiver. You and we further agree that any arbitration shall be conducted in our individual capacities only and not as a plaintiff or class member in any class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. If there is a final judicial determination that applicable law precludes enforcement of this Section's limitations as to a particular remedy, then that remedy (and only that remedy) must be severed from the arbitration and may be sought in court. The parties agree, however, that any adjudication of remedies not subject to arbitration shall be stayed pending the outcome of any arbitrable claims and remedies.
- d) Exception for Litigation of Intellectual Property and Small Claims Court Claims. Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring enforcement actions, validity determinations, or claims arising from or relating to theft, piracy, or unauthorized use of intellectual property in state or federal court or in the U.S. Patent and Trademark Office to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction. Either party may also seek a declaratory judgment or other equitable relief in a court of competent jurisdiction regarding whether a party's claims are time-barred or may be brought in small claims court in your state and county of residence. Seeking such relief shall not waive a party's right to arbitration under this agreement.
- e) 30-Day Right to Opt Out. You have the right to opt out and not be bound by the arbitration and class action waiver provisions set forth above by sending notice of your decision to opt out to

compliance@yourcabana.com with the subject line, "ARBITRATION AND CLASS ACTION WAIVER OPT-OUT." The notice must be sent within thirty (30) days of your first use of the Services; otherwise, you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. If you opt out of these arbitration provisions, Cabana also will not be bound by them.

- f) Changes to This Section. Any amendments to this section of the Terms of Service will become effective thirty (30) days after such notice. Changes to this section will otherwise apply prospectively only to claims arising after the thirtieth (30th) day. If a court or arbitrator decides that this subsection on "Changes to This Section" is not enforceable or valid, then this subsection shall be severed from the section entitled 'Arbitration and Class Action Waiver,' and the court or arbitrator shall apply the first Arbitration and Class Action Waiver section in existence after you began using the Services.

11. NO MEDICAL ADVICE

The information provided through the Cabana Services is designed to support, not replace, any relationship that may exist between you and your health care providers. All information and content provided by Cabana in connection with the Services is intended to be for general information purposes only and should not be considered a substitute for individual medical advice, diagnosis, or treatment.

NOTHING STATED OR POSTED ON THE CABANA WEBSITE OR PROVIDED THROUGH THE SERVICES IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICINE OR THE PROVISION OF MEDICAL CARE, NOR IS IT INTENDED IN ANY WAY TO CREATE A PROVIDER-PATIENT RELATIONSHIP AS DEFINED BY STATE OR FEDERAL LAW. USERS SHOULD SEEK THE ADVICE OF A PHYSICIAN OR OTHER QUALIFIED HEALTH CARE PROVIDER WITH ANY QUESTIONS REGARDING A MEDICAL CONDITION, AND FOR DIAGNOSIS AND TREATMENT. USERS SHOULD NOT USE THE SERVICES FOR EMERGENCY MEDICAL NEEDS. YOU AGREE THAT OPINIONS EXPRESSED BY PROVIDERS IN CONNECTION WITH THE SERVICES AND SERVICES ARE THEIR OWN AND NOT THOSE OF CABANA AND WILL NOT BE USED IN ANY LEGAL DISPUTE AGAINST CABANA, INCLUDING BUT NOT LIMITED TO LITIGATION, ARBITRATION, CLAIMS FOR DISABILITY BENEFITS, CLAIMS FOR WORKER'S COMPENSATION, AND/OR PROFESSIONAL MALPRACTICE CLAIMS.

12. DISCLAIMER OF WARRANTY

In order to provide you with access to the Services, Cabana is unable to offer any warranties or make any representations about any benefits or opportunities which you may obtain through the access and use of the Services.

WE HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. ACCESS TO THE SERVICES IS MADE AVAILABLE TO YOU "AS IS," WITHOUT ANY WARRANTIES WHATSOEVER ABOUT THE NATURE, CONTENT OR ACCURACY (EITHER WHEN POSTED OR AS A RESULT OF THE PASSAGE OF TIME) OF ANY CONTENT MADE AVAILABLE THROUGH THE SERVICES, AND WITHOUT ANY REPRESENTATIONS OR GUARANTEES. IN ADDITION, WE MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES THAT YOUR ACCESS TO THE SERVICES WILL BE ACCESSIBLE CONTINUOUSLY AND WITHOUT INTERRUPTION, OR ERROR FREE. CABANA IS NOT RESPONSIBLE FOR ANY DELAYS, INTERRUPTIONS, SERVICE OR EQUIPMENT FAILURES, OR FOR ANY TELECOMMUNICATIONS OR SERVICE PROVIDERS OUTSIDE THE REASONABLE CONTROL OF CABANA.

YOU ACKNOWLEDGE THAT CABANA DOES NOT CONTROL THE TRANSFER OF DATA OVER THE INTERNET, AND THAT THE SERVICES WILL BE SUBJECT TO THE LIMITATIONS INHERENT IN THE USE OF THE INTERNET. IN THE EVENT OF ANY CONFLICT BETWEEN THIS SECTION AND OTHER TERMS OR PROVISIONS OF THIS AGREEMENT, THIS SECTION SHALL BE CONSTRUED TO TAKE PRECEDENCE.

13. LIMITATION OF LIABILITY

IN ORDER TO PROVIDE YOU WITH ACCESS TO THE SERVICES, WE ARE UNABLE TO ACCEPT LIABILITY FOR ANY CONDUCT, ACTS OR OMISSIONS OCCURRING AS A RESULT OF YOUR USE OF SUCH SERVICES. THEREFORE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL CABANA OR ITS EMPLOYEES AND AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSSES, OR EXPENSES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, OR DAMAGES ARISING FROM LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE SERVICES, EVEN IF CABANA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ON ANY THEORY OF LIABILITY (INCLUDING CONTRACT, TORT INCLUDING NEGLIGENCE).

CABANA SHALL NOT BE HELD RESPONSIBLE FOR ANY ACTION TAKEN THAT IS BASED ON THE INFORMATION PRESENTED IN THE CABANA SERVICES. CABANA EXPRESSLY DISCLAIMS ANY LIABILITY, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE SERVICES, EVEN IF CABANA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO RELIANCE BY ANY PARTY ON ANY CONTENT OBTAINED THROUGH THE USE OF THE SERVICES, THE INABILITY TO USE THE SERVICES OR ANY ERRORS OF OMISSIONS IN THE CONTENT OF THE SERVICES.

ALL CLAIMS MUST BE BROUGHT WITHIN SIX (6) MONTHS OF THE DATE OF THE FIRST EVENT GIVING RISE TO A CLAIM OR THEY WILL BE DEEMED FOREVER WAIVED. TO THE EXTENT LIABILITY CANNOT BE EXCLUDED OR DISCLAIMED, OUR LIABILITY IS LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED FIVE US DOLLARS (\$5 USD).

14. TERMINATION OF USE

Cabana may in its sole discretion terminate your access to the Services at any time, with or without notice. If you violate any provision of these Terms of Service, Cabana has the right to determine the action that will be taken, which may include (but not be limited to):

- Immediate termination of your right to use the Services. This termination may be temporary or permanent.
- Immediate removal of any content posted by you to the Services.
- Issuance of a warning or other communication to you.
- Referral to law enforcement agencies for further action.

We will not be liable for any damages which you may suffer as a result of the foregoing actions. You may cease your use of the Services at any time.

15. MODIFICATION

We reserve the right to modify the Services at any time (including by limiting or discontinuing certain features of the Services) without notice to you. We may also change or remove content or information from our Services at any time. We will have no liability whatsoever on account of any change to the Services or any suspension or termination of your access to or use of the Services.

Cabana may revise and update these Terms of Service from time to time in our sole discretion. All changes are effective immediately when Cabana posts them and apply to all access to and use of the Services thereafter. However, any changes to the dispute resolution provisions set out in Section 9 of these Terms will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Services. Your continued use of the Services following the posting of revised Terms of Service means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

16. LINKS TO OTHER MATERIALS OR SITES

The Cabana Services may contain information provided by third parties. The Services may also contain hyperlinks that take you outside of our Services or link to external articles and videos and other linked sites (collectively, "Linked Sites"). Linked Sites are not under our control. We are not responsible in any way for the Linked Sites. Your use of such Linked Sites and your associated rights and obligations are governed by the separate Terms of Service and privacy policies, if any, of those Linked Sites.

We provide third party content and hyperlinks to Linked Sites to you only as a convenience. Cabana does not endorse or recommend the third party content, the Linked Sites, the quality or accuracy of the content, or any products and services offered by the third parties, and no association with any third parties should be assumed. You agree that we have made no representations or warranties regarding such third party content and Linked Sites, and further agree that neither we nor our affiliates shall have any liability to you whatsoever for or relating to any third party material, data, information and/or Linked Sites. Your use of third party content and Linked Sites is at your own risk.

17. CONSENT TO ELECTRONIC COMMUNICATIONS

By using the Services, you consent to receiving certain electronic communications from us. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

18. GEOGRAPHIC RESTRICTIONS

The owner of the Services is based in the State of Maryland in the United States. We provide this Services for use only by persons located in the United States. We make no claims that the Services or any of its 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.

19. GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of the State of Maryland, USA without regard to its conflicts of laws provision. The United Nations Convention on Contracts for the

International Sale of Goods shall not apply. To the extent that the arbitration provisions set forth in Section 9 do not apply, or if you have provided notice to opt out of arbitration, the parties agree that any litigation between them shall be filed exclusively in the state or federal courts located in Anne Arundel County, Maryland. In the event of litigation relating to these Terms or the Privacy Policy, the parties agree to waive, to the maximum extent permitted by law, any right to a jury trial, except where a jury trial waiver is not permissible under applicable law.

20. U.S. GOVERNMENT USERS

If you are a U.S. Government user, the software and services are provided as 'commercial computer software' and 'commercial computer software documentation,' per applicable FAR/DFARS regulations. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in applicable regulations.

21. WAIVER AND SEVERABILITY

No waiver by the Cabana of any term or condition set out in these Terms of Service 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 of the Cabana to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms of Service is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Service will continue in full force and effect.

22. APPLE-SPECIFIC TERMS

In addition to your agreement with the foregoing terms and conditions, and notwithstanding anything to the contrary herein, the following provisions apply with respect to your use of any version of any App compatible with the iOS operating system of Apple Inc. ("Apple"). Apple is not a party to this Agreement and does not own and is not responsible for the Apps. Apple is not providing any warranty for the Apps except, if applicable, to refund the purchase price for it. Apple is not responsible for maintenance or other support services for the Apps and will not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to the Apps, including any third-party product liability claims, claims that the Apps fail to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of the Apps, including those pertaining to intellectual property rights, must be directed to Spring in accordance with the "Information or Complaints" section above. The license you have been granted herein is limited to a non-transferable license to use the Apps on an Apple-branded product that runs Apple's iOS operating system and is owned or controlled by you, or as otherwise permitted by the Usage Rules set forth in Apple's then-current App Store Terms of Service. In addition, you must comply with the terms of any third-party agreement applicable to you when using the Apps, such as your wireless data service agreement. Apple and Apple's subsidiaries are third-party beneficiaries of this Agreement and, upon your acceptance of the terms and conditions of this Agreement, will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof; notwithstanding the foregoing, Spring's right to enter into, rescind or

terminate any variation, waiver or settlement under this Agreement is not subject to the consent of any third party.

23. CONTACT INFORMATION

You may contact us by sending correspondence to Even Health LLC c/o M. Fretwell at 1160 Spa Rd, Suite 2B Annapolis, MD 21403 USA or by emailing us at: compliance@yourcabana.com.