BIOLINQ SHINE OTC TERMS OF USE

Last Updated: October 21, 2026

IMPORTANT: IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR 911 OR GO TO THE NEAREST HOSPITAL IMMEDIATELY. THE BIOLINQ SHINE IS NOT APPROPRIATE FOR ALL MEDICAL CONDITIONS OR CONCERNS.

1. Introduction.

Biolinq Incorporated ("**Biolinq**," "**we**," "**us**," or "**our**") is pleased to provide you with the Biolinq Shine OTC™ Microsensor ("**Sensor**"), a wearable, FDA-regulated medical device, and the Biolinq Shine OTC™ mobile application ("**App**"), a component of the Sensor (together, the "**Biolinq Shine**"). These Terms of Use, together with any terms expressly incorporated by reference, including the Biolinq Shine Privacy Notice at www.biolinq.com/privacy and, if applicable to you, our Consumer Health Data Privacy Policy at www.biolinq.com/privacy, govern your access to and use of the Biolinq Shine. By using the Sensor, creating an account through the App, clicking "I Accept" (or similar acceptance language) if prompted, or otherwise accessing or utilizing the Biolinq Shine, you agree to these Terms of Use, which constitute a legal contract between you and Biolinq. If you do not agree to these Terms of Use, you should not access or utilize the Biolinq Shine. Capitalized terms used but not defined in these Terms of Use have the meaning given to them in the Biolinq Shine Privacy Notice. Please refer to the Biolinq Shine Privacy Notice and our Consumer Health Data Privacy Policy to learn about our privacy practices with respect to your Personal Information.

PLEASE NOTE THAT THESE TERMS OF USE CONTAIN A DISPUTE RESOLUTION PROVISION THAT REQUIRES ARBITRATION, WAIVES YOUR RIGHT TO TRIAL BY JURY, AND WAIVES YOUR RIGHT TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING IN THE EVENT OF DISPUTES, AS SET OUT IN MORE DETAIL BELOW.

2. About Biolinq Shine.

The Biolinq Shine OTC™ mobile application is software integrated with the autonomous time-in-range Biolinq Shine OTC™ Microsensor, which is indicated for use as follows: Biolinq Shine Autonomous Time-in-Range Microsensor consists of a continuous intradermal glucose sensor with a color-changing indicator light. It is intended to measure, record, and analyze physiologic data using an array of microsensors combined with an accelerometer and ambient light sensor. The qualitative display communicates real-time changes in glucose levels in persons 22 years or older not on insulin. The device may be used to aid in the management of a disease or condition related to glycemic control. An app provides more granular glucose information. It analyzes and correlates this glucose information with meals, rest, and activity levels. Use of the glucose and activity information is designed to facilitate acute behavior and lifestyle modifications. Interpretation of device readings should be based on glucose and activity trends and patterns. The user is not intended to take medical action based on the device output without consultation with a qualified healthcare professional.

BIOLINQ DOES NOT PROVIDE ANY PROFESSIONAL MEDICAL SERVICES, INCLUDING VIA THE BIOLINQ SHINE. THE BIOLINQ SHINE IS NOT INTENDED TO CONSTITUTE MEDICAL ADVICE OR REPLACE THE CARE AND MANAGEMENT PROVIDED BY ANY HEALTH CARE PROFESSIONAL TRAINED IN THE MANAGEMENT OF DIABETES OR OTHER MEDICAL CONDITIONS. Any information made available through the App is for informational purposes only, and is not a substitute for direct professional medical advice or care. In case of doubt, please do not rely on the results, advice, and/or content contained in the App and immediately consult a medical professional, and always consult with a medical professional before making any medication adjustments or taking any medical actions. Any actions you take based on the content, notifications, and other information provided by the App are taken at your sole risk, and you should always cross-check any information provided through the App to ensure its accuracy. DO NOT USE THE BIOLINQ SHINE IN CASES OF EMERGENCIES. IN THE EVENT OF AN EMERGENCY, CONTACT EMERGENCY SERVICES AND/OR A DOCTOR. By accepting these Terms of Use, you acknowledge and agree that you are solely responsible for consulting with an appropriate medical professional before pursuing any medical actions and that you are not entering into a provider-patient relationship with Biolinq.

For information about how to use the Biolinq Shine, please refer to the Biolinq Shine Technical Manual, available at www.biolinq.com/support, and any other documentation provided by Biolinq related to the Sensor and/or the App.

3. Eligibility and Availability.

In order to use the Biolinq Shine, the following must be true:

- You are at least 22 years of age; and
- You live in the United States and in a state or territory where the Biolinq Shine is made available.

If you do not meet these requirements, you must not access or use the Biolinq Shine. You understand and agree that satisfying the above requirements does not guarantee that you will be able to use the Biolinq Shine. In addition to the above requirements, Biolinq reserves the right to change or include new requirements as deemed appropriate in its sole discretion without providing prior notice to you.

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

4. Service Requirements; Account Creation.

In order to use the App, you must: download the App from the iOS App Store, agree to these terms and conditions, agree to the Biolinq Shine Privacy Notice, and create an account using an email address. The App requires a Sensor to provide you with glucose information. At any time, you may delete your App account via the profile menu.

The information within the App is for general knowledge and informational purposes only and does not constitute medical advice. Please consult with a healthcare professional or qualified expert before making any changes to your diet or exercise routine. By proceeding with any changes to your diet or exercise routine, you acknowledge that you are doing so at your own risk and are responsible for seeking appropriate medical advice if needed.

By creating a Biolinq Shine account, you represent, warrant, and agree that all information you provide to us will be true, accurate, current, and complete, and that you will only use the Biolinq Shine for your personal benefit in accordance with these Terms of Use. To the extent necessary, you can log into your account and make relevant changes directly or you can contact us using the below contact information and we can make the required changes for you.

Once you submit the required registration information, if approved, you will be sent an e-mail detailing how to complete your registration.

You may have only one user account. An account is not transferable between individuals. Because it is your account, it is your responsibility to obtain and maintain all equipment and services necessary to access and use the Biolinq Shine, as well as paying related charges. It is also your responsibility to maintain the confidentiality of your account. You may not allow another individual or third party to access, use, or modify your user account. Should you believe your account security has been breached in any way, you must immediately notify us by emailing support@biolinq.com. You are fully and solely responsible for any and all use of all activity under your user account. We reserve the right to revoke or deactivate your user account at any time. We reserve the right to take any and all actions, as deemed necessary and reasonable, regarding the security of the App and your user account. We are not responsible or liable for any damage or loss related to any unauthorized access or use of your user account.

5. Relationship to Other Terms and Policies. The Biolinq Shine Privacy Notice available at www.biolinq.com/privacy and our Consumer Health Data Privacy Policy also available at www.biolinq.com/privacy (to the extent applicable) describe in detail our information practices and how we gather, use, share, and protect your information when you use or access the Biolinq Shine. By using or accessing the Biolinq Shine, you agree to our information collection and use practices as disclosed in the Biolinq Shine Privacy Notice and, if applicable to you, our Consumer Health Data Privacy Policy. You may review these notices/policies at www.biolinq.com/privacy.

If there are additional terms associated with a specific service or portion of the App, you will be presented with those additional terms at the time you access the service or portion of the App (the "Additional Terms"). Those Additional Terms supplement these Terms of Use and are incorporated herein. To the extent there is any conflict between these Terms of Use and any

Additional Terms, the Additional Terms shall control with respect to the specific online service or portion of the App provided subject to those Additional Terms.

6. Your Health Information. When you set up an account with us, you are creating a direct customer relationship with Biolinq that enables you to access and/or utilize the various functions of the Biolinq Shine. As part of that relationship, and as indicated above, you may provide information to us, and we may collect, use, and disclose such information in accordance with the Biolinq Shine Privacy Notice and our Consumer Health Data Privacy Policy. In using certain components of the Biolinq Shine, you may also provide certain health-related information that may be protected under other applicable laws. Regarding the Biolinq Shine, Biolinq is not a "covered entity" or "business associate" and does not handle "protected health information" ("**PHI**") as defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and its related regulations, as amended from time to time (collectively, "**HIPAA**"). As such, Biolinq is not subject to obligations under HIPAA. Any Personal Information may be used or disclosed as permitted under the Biolinq Shine Privacy Notice and, if applicable, our Consumer Health Data Privacy Policy, as well as applicable state laws. By using the Biolinq Shine, you acknowledge and understand that information you submit to Biolinq using the Biolinq Shine is not subject to HIPAA and our use and disclosure of your information shall be governed by the Biolinq Shine Privacy Notice, our Consumer Health Data Privacy Policy (if applicable to you), and any applicable state laws that govern the privacy and security of such information.

7. Restrictions on Use. You may use the Biolinq Shine only for lawful purposes and only in accordance with these Terms of Use and the Technical Manual, available at www.biolinq.com/support. You will comply with all applicable laws pertaining to your use of the Biolinq Shine. You agree not to use the Biolinq Shine:

8. In any way that violates any applicable federal, state, local, or international law or regulation, or in any way that is inconsistent with these Terms of Use and/or the Technical Manual;

9. To impersonate or attempt to impersonate us, our employees, or any other person or entity (including, without limitation, by using usernames/aliases associated with any of the foregoing); and

10. To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Biolinq Shine, which includes the transmission of defamatory or offensive materials via the App, or which, as determined by us, may harm us or other users of the Biolinq Shine or expose them to liability.

Additionally, you agree not to:

11. Remove or alter any notice provided by us on the App or in connection with the Biolinq Shine;

12. Use the App on a "jailbroken" phone (meaning a phone in which the security restrictions have been removed in an unauthorized manner), disassemble the Sensor, or modify the App in any way to prevent or alter the intended use of the Biolinq Shine.

13. Use the Biolinq Shine in any manner that could disable, overburden, damage, or impair the Biolinq Shine or our systems or that could interfere with any other user's use of the Biolinq Shine;

14. Collect or transfer data from the Biolinq Shine or our systems or attempt to access data from our systems other than for the data which is intended for your use of the Biolinq Shine;

15. Use any robot, spider or other automatic device, process, or means to access the App for any purpose, including monitoring or copying any of the material on the App;

16. Use any manual process to monitor or copy any of the material on the Biolinq Shine or for any other unauthorized purpose without our prior written consent;

17. Use any device, software, or routine that interferes with the proper working of the Biolinq Shine;

18. Introduce any viruses, Trojan horses, worms, logic bombs, keystroke logging, or other material which is malicious or technologically harmful;

19. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any part of the App, the server on which the App is stored or hosted, or any server, computer, device, or database connected to the App;

20. Transfer, rent, lease, sell, redistribute, assign, or sublicense the App, or use the App for commercial or similar purposes, unless you receive our prior written consent;

21. Use the App in a way that infringes on any third-party intellectual property rights, or display, upload, publish, modify, update, or share any information which belongs to another person and to which you do not have any right;

22. Reproduce, copy, duplicate, sell, resell, or exploit the Biolinq Shine or related technical documentation, except as part of the normal use of the App, unless you receive our prior written consent;

23. Translate, merge, adapt, vary, alter, or modify, the whole or any part of the App or related documentation, unless you receive our prior written consent;

24. Allow any part of the Biolinq Shine to be combined with or incorporated in any other program, except as expressly set out in these Terms of Use or other Biolinq documentation;

25. Disassemble, de-compile, reverse engineer, or create a derivative or copy work based on all or any part of the Biolinq Shine nor try to do so, unless you receive our prior written consent; and

26. Otherwise attempt to interfere with the proper working of the Biolinq Shine.

27. <u>Intellectual Property.</u>

The Biolinq Shine and the entirety of its contents, features, processes, methodologies, functionality, documents, and other materials (including, but not limited to, all information, technical documentation, algorithms, software, systems, codes, methods, text, displays, images, video and audio, and the design, selection, and arrangement thereof) are owned, controlled, or licensed by us, our app developer, our licensors, suppliers or affiliates, or by other third parties who have licensed their materials to us and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. Upon your acceptance of these Terms of Use, Biolinq grants to you a limited, revocable, non-transferable, and non-exclusive license to use the Sensor, App, and related documentation (including the Technical Manual) for your own personal use as they are intended to be used, as described in these Terms of Use. No right, title, or interest in or to the Biolinq Shine or any content presented or accessed through the App is transferred to you, and we reserve all rights not expressly granted herein. Any use of the Biolinq Shine not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws. Biolinq names and logos and all related product and service names, brand colors, design marks, and slogans are the trademarks or service marks of Biolinq. No trademark or service mark license is granted in connection with the materials contained within or provided in connection with the Biolinq Shine. Access to the Biolinq Shine does not authorize anyone to use any Biolinq name, logo, or mark in any manner.

When you upload, submit, store, send, or receive information to or through the Biolinq Shine, you give Biolinq and relevant third parties a worldwide perpetual, irrevocable, transferable, sublicensable license to use, host, store, reproduce, modify, and create derivative works (such as those resulting from translations, adaptations, or other changes that we make regarding App functionality so that your data works better with products and services). You are required to ensure that you have the necessary rights to grant us this license for any information that you submit to us in connection with your use of the Biolinq Shine.

You may, from time to time and in your discretion, provide input, suggestions, enhancement requests, recommendations, corrections, or other feedback related to the Biolinq Shine ("**Feedback**"). Except as prohibited by applicable law, you hereby assign all right, title, and interest in, and we are free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. Where the foregoing assignment is prohibited by law, you hereby grant us an exclusive, transferable, worldwide, royalty-free, fully paid up license (including the right to sublicense) to use and exploit all Feedback as we may

determine in our sole discretion. Notwithstanding the foregoing, you understand and agree that we are not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution. This paragraph regarding Feedback shall survive any termination of your user account, these Terms of Use, or the Biolinq Shine.

28. Links to Other Sites/Apps. In an effort to provide you with additional information, the App may include links to third-party websites or applications. We make no representations about any third-party website or application. A hyperlink to another party's website or application does not mean that Biolinq endorses or accepts the content or use of the site or its privacy practices. The privacy practices of linked sites/apps could be different from those of Biolinq. If you access third-party linked sites/apps from Biolinq's App, you are solely responsible for the access and use of the third-party linked sites/apps.

29. Access, Correction, and Data Integrity. Although we attempt to maintain the integrity and accuracy of the information on the App, we make no guarantees as to its correctness, completeness, or accuracy. The App may contain typographical errors, inaccuracies, or other errors or omissions. If you believe that information found on the App is inaccurate or unauthorized, please inform us by contacting us at the contact details provided in Section 27 "Contact Information."

30. Security. We implement reasonable and appropriate security measures to protect your Personal Information from loss, misuse and unauthorized access, disclosure, alteration, and destruction, taking into account the risks involved in processing and the nature of such data, and comply with applicable laws and regulations. However, no security system is impenetrable. We cannot guarantee the security of our databases, nor can we guarantee that the information you supply will not be intercepted while being transmitted to and from us over the internet. Also, no data transmission over the internet is 100 percent secure. You should take appropriate precautions to protect personal and confidential information, including any passcodes or account information, and to use the App and your devices in a secure and responsible manner. You, not Biolinq, are responsible for the security of your devices and your transmission of information over the internet, and if you have any concerns about the transmission of your information over the internet, you should use other means of communication.

31. Electronic Communications. You agree to receive invitations, notifications, reminders, and other communications from Biolinq by e-mail, phone, or other methods of communication. These communications may include (but are not limited to):

32. Promotional Offers; and

33. App updates.

By providing your e-mail address, phone number, or other methods of communication, you are agreeing to be contacted by or on behalf of Biolinq to receive marketing-related information and other operational services. These communications may not be secure. Unsecured communications pose a risk to the confidentiality and privacy of information being sent because they might be intercepted by a third party. You can opt out of receiving one of our electronic

communications by following the instructions for unsubscribing contained in the electronic communication. Please allow us 30 business days from when the request was received to complete the removal. Please note that even if you unsubscribe from commercial electronic communications, we may still e-mail you non-commercial (transactional) electronic communications related to your account and use of the Biolinq Shine.

34. <u>Disclaimer of Warranties.</u> Use of the Biolinq Shine is at your sole risk, and we assume no responsibility for your use of the Biolinq Shine or any consequences thereof. You understand and agree that we do not provide any warranty with respect to the Biolinq Shine, and make no guarantee that the results, advise, and/or content as reflected in the App are correct. Instead, the Biolinq Shine is provided on an "as is" and "as available" basis, with all faults, and with no representations or warranties of any kind, either express or implied, including with respect to the completeness, security, reliability, quality, accuracy, or availability of the services.

You also understand and agree that Biolinq and its personnel are not health care professionals and do not employ health care professionals for the provision of licensed medical services or advice. Biolinq does not verify the accuracy of data obtained from the Biolinq Shine. Use of the Biolinq Shine is not a replacement for ongoing medical care provided by licensed medical professionals. You acknowledge that the data collected from the Biolinq Shine is informational in nature. You acknowledge that you will not take medical action based on the output of the Sensor as reflected on the Sensor or in the App without consulting a qualified health care professional. You agree that you are solely responsible for consulting with medical professionals regarding any questions you may have as a result of your use of the Biolinq Shine, including in order to obtain proper treatment for health or medical conditions.

TO THE FULLEST EXTENT PERMITTED BY LAW, BIOLINQ EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND RELATED TO THE BIOLINQ SHINE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. WITHOUT LIMITATION TO THE ABOVE, BIOLINQ DOES NOT PROVIDE ANY REPRESENTATION OR WARRANTY THAT (I) THE BIOLINQ SHINE WILL MEET YOUR REQUIREMENTS, (II) THE BIOLINQ SHINE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) RESULTS WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED THROUGH THE BIOLINQ SHINE WILL MEET YOUR EXPECTATIONS, NEEDS, OR REQUIREMENTS, AND (V) ANY ERRORS ASSOCIATED WITH THE BIOLINQ SHINE WILL BE CORRECTED.

BIOLINQ IS NOT RESPONSIBLE FOR ANY INACCURACIES OR DEFECTS IN THE INFORMATION, SOFTWARE, COMMUNICATION LINES, INTERNET OR YOUR INTERNET SERVICE COMPANY (ISP), COMPUTER HARDWARE OR SOFTWARE, OR ANY OTHER SERVICE OR DEVICE THAT YOU USE TO ACCESS OUR APP.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BIOLINQ OR ITS AFFILIATES OR THROUGH OR FROM THE SENSOR OR

APP SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF USE.

You understand that Biolinq cannot guarantee that use of the Biolinq Shine will be free from technological difficulties including, but not limited to, unavailability of information, downtime, service disruptions, viruses, or worms. Additionally, you understand that we cannot and do not guarantee or warrant that files available for downloading from the App will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of damage input and output, anti-virus protection, and for maintaining a means external to our App for any reconstruction of any lost data.

35. Indemnification. You agree to indemnify and hold harmless Biolinq (including its officers, directors, employees, and agents), its affiliates (existing or future), its licensors, its app developer, and its service companies from and against any and all claims and expenses, including attorneys' fees, whether made by you, or on your behalf, or by any third party arising out of your use of or access to the Biolinq Shine, including but not limited to claims arising out of (i) your violation of these Terms of Use; (ii) your violation of any third-party right including any copyright, trademark, trade secret, or privacy right; and (iii) any misrepresentation made by you. You agree to promptly notify Biolinq and cooperate fully with Biolinq in the defense of any claim. Biolinq reserves the right to assume the exclusive defense and control of any claim indemnified under this section by you.

36. Waiver, Release, and Limitation of Liability. YOU AGREE THAT, TO THE FULLEST EXTENT ALLOWED BY LAW, BIOLINQ (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS), ITS AFFILIATES (EXISTING OR FUTURE), ITS APP DEVELOPER, ANY LICENSOR OR SUPPLIER, OR ANY THIRD PARTY WHO PROMOTES OR PROVIDES A LINK TO THE BIOLINQ SHINE SHALL NOT BE LIABLE TO YOU FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, LOST PROFITS, OR CONSEQUENTIAL DAMAGES, LOSSES, FEES, CHARGES, EXPENSES, OR LIABILITIES RELATED TO THE OPERATION OF OR YOUR ACCESS TO AND USE OF THE BIOLINQ SHINE, INCLUDING ANY USE OR RELIANCE ON CONTENT DISPLAYED OR AVAILABLE IN THE APP.

TO THE FULLEST EXTENT PERMITTED BY LAW, WITH RESPECT TO DIRECT DAMAGES, AND WHERE THE ABOVE EXCLUSIONS OF INDIRECT, CONSEQUENTIAL, AND OTHER DAMAGES ARE LIMITED OR PROHIBITED UNDER LAW, YOU AGREE THAT ANY AND ALL DAMAGES, LOSSES, FEES, CHARGES, EXPENSES, OR LIABILITIES YOU SUFFER OR INCUR RELATED TO YOUR ACCESS TO AND USE OF THE BIOLINQ SHINE THAT RESULT FROM ANY ACT OR OMISSION OF BIOLINQ (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS), ITS AFFILIATES (EXISTING OR FUTURE), ITS APP DEVELOPER, ANY BIOLINQ LICENSOR OR SUPPLIER, OR ANY THIRD PARTY WHO PROMOTES OR PROVIDES A LINK TO THE BIOLINQ SHINE SHALL BE LIMITED TO THE FEES PAID BY YOU DURING THE THREE MONTHS PRECEDING

THE EVENT GIVING RISE TO LIABILITY, OR IF NO FEES WERE PAID OR PAYABLE BY YOU FOR SUCH PERIOD, $100.00.

THE ABOVE LIMITATIONS AND EXCLUSIONS TO LIABILITY APPLY REGARDLESS OF THE TYPE OF DAMAGES OR CLAIMS, INCLUDING, WITHOUT LIMITATION, DAMAGES OR CLAIMS RELATED TO (I) PERSONAL INJURY, WRONGFUL DEATH, LOSS OF USE, LOSS OF PROFITS, INTERRUPTION OF SERVICE, OR LOSS OF DATA; OR (II) MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION; OR (III) ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATION FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO YOUR RECORDS, PROGRAMS, OR SERVICES; OR (IV) OTHERWISE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF, OR THE INABILITY TO USE, THE BIOLINQ SHINE. YOU AGREE THAT THIS LIMITATION APPLIES EVEN IF BIOLINQ (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS), ITS AFFILIATES (CURRENT OR FUTURE), ITS APP DEVELOPER, ANY LICENSOR OR SUPPLIER, OR ANY THIRD PARTY WHO PROMOTES OR PROVIDES A LINK TO THE BIOLINQ SHINE IS NEGLIGENT OR HAS BEEN ADVISED OF THE LIKELIHOOD OR POSSIBILITY OF SUCH DAMAGES, LOSSES, FEES, CHARGES, EXPENSES, OR LIABILITIES.

THE PARTIES AGREE THAT THE EXCLUSIONS OF REMEDIES AND LIMITATIONS SPECIFIED IN THIS SECTION ARE ESSENTIAL TERMS, WITHOUT WHICH THE SERVICES WOULD NOT BE OFFERED, ARE A REASONABLE ALLOCATION OF RISK AND APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

TO THE EXTENT THE ABOVE LIMITATION OF LIABILITY IS RESTRICTED UNDER LAW, THE ABOVE LIMITATION SHALL BE APPLIED TO THE MAXIMUM EXTENT PERMITTED UNDER SUCH LAW.

37. Governing Law. You and Biolinq agree that your access to and use of the Biolinq Shine and these Terms of Use, and any dispute between you and Biolinq relating to your use of the Biolinq Shine and these Terms of Use, will be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law rules, except for the Dispute Resolution provision in Section 25 below. Biolinq makes no representation that the information and material on our App is appropriate or available for use in locations outside of the United States.

38. Severability and No Waiver. No waiver by Biolinq of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition, and any failure by Biolinq to assert a right or provision under these Terms of Use shall not

constitute a waiver of such right or provision. If any part of these Terms of Use is held invalid or unenforceable, it will be so held to the minimum extent required by law, or removed from the Terms of Use, and except as set forth in Section 25 (Dispute Resolution), all other parts of these Terms of Use are still valid and enforceable. The parties further agree to replace such invalid or unenforceable provision of these Terms of Use with a valid and enforceable provision that will achieve, to the fullest extent possible, the economic, business, and other purposes of such invalid or unenforceable provision.

39. Modification. Biolinq may modify these Terms of Use at any time, in its sole discretion. Such modifications will be posted here and become effective upon posting online. You will be informed about changes or updates by any reasonable means, as determined by us, including, but not limited to, posting the updated terms on the website, and for more significant changes, providing in-App notices and/or notice by email. You may be prompted to accept the updated Terms of Use in order to continue using the Biolinq Shine. You agree to review these Terms of Use regularly because you will be bound by any changes made, and your continued use of the Biolinq Shine constitutes agreement to any modified terms. If you object to any such changes, you should cease using the Biolinq Shine and delete your user account and the App from your device(s).

40. Term and Termination.

You are entitled to terminate your agreement with Biolinq pursuant to these Terms of Use at any time by deleting your Biolinq Shine user account and deleting the App and all copies thereof from your device(s). **Please note that if you sell or transfer any device on which the App is installed, you must first remove the App from the device.**

Biolinq can decide to suspend, restrict, limit, or terminate your access to the App with or without a warning at any time for any reason in Biolinq's sole discretion. YOU AGREE THAT WE ARE NOT LIABLE TO YOU OR ANY THIRD PARTY FOR ANY MODIFICATION, SUSPENSION, OR DISCONTINUANCE OF ANY FEATURE OR COMPONENT OF THE BIOLINQ SHINE. Biolinq can also assign its rights under the Terms of Use to any other party at any time without notice to you. The provisions of Sections 1 (Introduction), 13 (Disclaimer of Warranties), 14 (Indemnification), 15 (Waiver, Release, and Limitation of Liability), 16 (Governing Law), and 24 (Dispute Resolution) will survive any suspension, restriction, limitation, or termination of access to the Biolinq Shine.

If the agreement between Biolinq and you is terminated for any reason, the license and all other rights granted to you for the Biolinq Shine shall expire immediately and you shall cease using the Biolinq Shine immediately.

41. Accessing the App. We reserve the right to withdraw, amend, or update the App (including the services, features, and integrations we offer through the App) and any material we provide on the App, in our sole discretion without notice. You acknowledge that it may be necessary for you to update or upgrade the App and/or third-party software, hardware, and devices in order to continue using the App. We will not be liable if, for any

reason, all or any part of the App is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the App or the entirety of the App.

42. Export Restrictions. The App may be subject to export controls of the United States. As a result, you represent and warrant that you are not (i) located in, or a residence of, any country subject to a United States government embargo or other restriction or any country that has been designated by the United States government as a "terrorist supporting" country; and (ii) on any of the United States government lists of restricted end users (for example, the "Specially Designated Nationals and Blocked Persons" list).

43. Apple-Specific Terms. If you are accessing or using the App through a device manufactured and/or sold by Apple, Inc. ("**Apple**"), with such device herein referenced as an "**Apple Device**," the following additional terms and conditions are applicable to you and are incorporated into the Terms of Use by this reference:

- To the extent that you are accessing the App through an Apple Device, you acknowledge that these Terms of Use are entered into between you and Biolinq, and Apple is not a party to these Terms of Use other than as third-party beneficiary as contemplated below.

- The license granted to you in Section 8 of these Terms of Use is subject to the permitted Usage Rules set forth in the App Store Terms of Service (https://www.apple.com/legal/internet-services/itunes) and any third-party terms of agreement applicable to the App.

- You acknowledge that Biolinq, and not Apple, is responsible for providing the App and content thereof.

- You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services to you with respect to the App.

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

- Notwithstanding anything to the contrary herein, and subject to the terms in these Terms of Use, you acknowledge that, solely as between Apple and Biolinq, Biolinq, and not Apple, is responsible for addressing any claims you may have relating to the App, or your possession and/or use thereof, including, but not limited, to: (i) product liability claims, (ii) any claim that the App fails to confirm to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

- Further, you agree that if the App, or your possession and use of the App, infringes on a third party's intellectual property rights, you will not hold Apple responsible

for the investigation, defense, settlement, and discharge of any such intellectual property infringement claims.

- You acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms of Use, and that, upon your acceptance of the terms and conditions of these Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as a third-party beneficiary thereof.

- When using the App, you agree to comply with any and all third-party terms that are applicable to any platform, website, technology, or service that interacts with the App.

- You represent and warrant that: (i) you are not located in a country that is subject to a United States government embargo or that has been designated by the United States government as a "terrorist supporting" country; and (ii) you are not listed on any United States government list of prohibited or restricted parties.

44. Entire Agreement. These Terms of Use constitute the entire agreement between you and Biolinq pertaining to the subject matter hereof. They supersede all other agreements, communications, or representations, oral or written, between us, past or present.

45. Dispute Resolution. PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY REQUIRE ARBITRATION OF CERTAIN DISPUTES ON AN INDIVIDUAL BASIS AND LIMIT THE PROCEDURES BY WHICH YOU AND BIOLINQ CAN SEEK RELIEF. ARBITRATION USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, ALLOWS FOR MORE LIMITED DISCOVERY THAN IN COURT, AND IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD. ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS TO THE MAXIMUM EXTENT PERMITTED BY LAW; CLASS ARBITRATIONS, CLASS ACTIONS, OR REPRESENTATIVE ARBITRATIONS ARE NOT PERMITTED. HOWEVER, IN ARBITRATION, BOTH YOU AND US WILL BE ENTITLED TO RECOVER ATTORNEYS' FEES FROM THE OTHER PARTY TO THE SAME EXTENT AS YOU WOULD BE IN COURT.

A. Agreement to Arbitrate and Jury Waiver. You and Biolinq mutually agree to resolve Disputes (as defined below) with Biolinq in arbitration, as set forth in more detail below. Both you and Biolinq waive the right to a jury trial on any Disputes, to the fullest extent allowed by law. The word "**Disputes**" means any disputes, claims, suits, actions, causes of action, losses, liabilities, and/or demands in any way relating to, in connection with, or arising out of the Biolinq Shine, use of any cookies, pixels, web beacons, or similar technologies, data or information privacy, sharing, or security concerns, incidents, or breaches, or these Terms of Use, including any past, currently pending, existing, or future Disputes of any kind. "Disputes" do not include, and this arbitration and class waiver provision does not apply to, claims by or against Biolinq employees related to the terms or conditions of their employment, individual actions

brought in small claims court for disputes fully within the scope of such court's jurisdiction, or claims in which either party seeks injunctive or other equitable relief to prevent the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents.

B. Class Action Waiver. To the maximum extent allowed by applicable law, you and Biolinq agree that each may bring claims against the other only in your or its individual capacity, on an individual basis, and that you and Biolinq each waive any right to pursue claims on a class, collective, non-individual, mass, or consolidated basis or in a representative proceeding. The arbitrator may not join or consolidate more than one person's claims, and may not otherwise preside over any form of representative, collective, non-individual, mass, or class proceeding. Nothing in these terms should be read to allow class arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. All other disputes with respect to whether this Dispute Resolution provision and its terms are unenforceable, unconscionable, applicable, valid, void, or voidable shall be determined exclusively by an arbitrator, and not by any court.

C. Pre-Arbitration Notice and Good Faith Negotiations. You and Biolinq also agree that each party will notify the other in writing of any Dispute before initiating arbitration, so that we can try to resolve the Dispute informally and individually. Notice by Biolinq will be sent to you at your last known street and email addresses on file, and notice by you to Biolinq will be sent by mail to Biolinq's Legal Department, 10260 Sorrento Valley Road, San Diego, CA 92121, Attn: Vice President, Legal Affairs. The notice of Dispute must be specific and individual to you and include your name, street address, telephone number, and email address used to register for your account, as well as a brief description of the Dispute, the amount of money (if any) at issue, and the specific relief sought. The notice must be signed and include your handwritten signature or the handwritten signature of a Biolinq employee, as applicable, depending on which party is initiating the Dispute. You and Biolinq then agree to negotiate personally, individually, and in good faith to try to resolve the Dispute. If and only if we cannot resolve the Dispute within thirty (30) days after the notice is received, then either party may commence an arbitration proceeding with a written demand for arbitration. Any limitations period will be tolled from the date the Dispute is noticed to the other side until the expiration of this thirty (30)-day period. Compliance with this Pre-Arbitration Notice provision is a condition precedent and requirement for initiating any arbitration proceedings.

D. Arbitration Procedures. To make arbitration as cost-efficient for the parties as possible, the parties agree to initiate any arbitration without using an arbitration service company or administrator and to instead serve directly on the other party a written arbitration demand setting forth the relevant facts and claims. The demand will be specific and individual to you and include the information and signature set out in the Pre-Arbitration Notice provision above. The delivery addresses for service of the written arbitration demand are the same as set out in the notice paragraph above. The arbitrator will be selected through mutual agreement of the parties, and the arbitrator will be a licensed attorney or a retired judge. The parties may use an arbitrator from the lists of court-approved neutrals listed on the website for the U.S. District Court for the Southern District of California (https://www.casd.uscourts.gov/) or another mutually agreed-upon arbitrator, and the court will appoint an arbitrator under 9 U.S.C. § 5, if the parties cannot agree. The

arbitration will be conducted in San Diego County; your county of residence; or another mutually agreed location, and the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of arbitration. Any documents exchanged will not be used or shared outside of the arbitration process without the prior written consent of the parties or as required by law. Unless otherwise prohibited by law, all arbitration proceedings will be confidential to Biolinq and you, and closed to the public and anyone not a party to the proceeding. The arbitrator will have the authority to award monetary damages and other remedies on an individual basis only to the extent available under applicable law and consistent with and subject to the limitations set forth in these Terms of Use. Also, to the fullest extent allowed by law, the arbitrator may award declaratory or injunctive relief only in favor of you or Biolinq and only to the extent necessary to provide the relief warranted by your or Biolinq's individual claim. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. Except as modified by these terms, the parties agree to conduct their arbitration pursuant to the JAMS General Arbitration Rules and Procedures, available here.

E. Arbitration Fees. The party initiating the arbitration will pay any filing, case initiation, or arbitrator fees, up to the amount that would be required to pursue the same claim in the U.S. District Court for the Southern District of California. For individual damages claims with less than $25,000 at issue, Biolinq will pay the additional, reasonable fees and costs of arbitration. For claims with more than $25,000 at issue, or where a party seeks injunctive or declaratory relief, the parties will share the fees and costs of arbitration equally. The parties' good faith negotiation of reasonable fees with the arbitration company is authorized as needed. If the arbitrator determines that your or our claim(s) are frivolous, the party bringing the frivolous claim(s) will reimburse the other party for any amounts that other party paid for the arbitration.

F. Federal Arbitration Act. These Terms of Use affect interstate commerce, and the interpretation and enforceability of this Dispute Resolution provision will be substantively, procedurally, and exclusively governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1, *et seq*., to the maximum extent permitted by applicable law, except as modified by these Terms of Use.

G. Forum Selection. For any dispute not subject to arbitration, you and Biolinq agree to proceed in state and federal courts covering San Diego, CA, and you agree to be subject to personal jurisdiction there, waiving any jurisdictional, venue, or inconvenient forum defenses or objections to those courts. If Biolinq does not enforce any rights under these Terms of Use at any point, it will not be deemed a waiver of any provision or right under these Terms of Use.

46. Limitation of Time to File Claims. Any action, claim, or dispute you have against us must be filed within one (1) year, unless prohibited by applicable law. The one-year period begins when the claim or notice of dispute first could be filed. If a claim or dispute is not filed within one year, it is permanently barred.

47. Contact Information. If you have questions, complaints, or concerns regarding the Biolinq Shine and/or these Terms of Use, or you wish to report an adverse event regarding the Sensor, please contact us at support@biolinq.com. Please do not include any sensitive information in your email correspondence with us.