

TERMS AND CONDITIONS

Last Modified: June 3, 2025

1. Acceptance of the Terms. These Huxley Terms and Conditions (these “*Terms*”) are entered into by and between you and Huxley Medical, Inc. (“*Huxley*,” “*we*,” or “*us*”) and apply to your use of the wearable at home testing device (“*Device*”) and the Huxley HUB online application (“*Huxley HUB*”).

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE DEVICE OR THE HUXLEY HUB. BY CLICKING AN ACCEPTANCE BUTTON, ACCESSING OR USING THE DEVICE OR THE HUXLEY HUB, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE REFRAIN FROM ACCESSING OR USING THE DEVICE OR THE HUXLEY HUB.

2. Accessing the Huxley HUB. To access the Huxley HUB, you may be asked to provide certain registration details or other information to create an account. By creating an account, you hereby agree: (a) that the information you provided to create your account is accurate and complete; (b) to provide current, accurate and complete information about yourself and your patients; and (c) that the information you are providing is your own or you are providing it on behalf of someone who authorized you to provide their personal information to us. You must treat your password as confidential, and you must not disclose it to any other person or entity. Huxley will assume no liability for any loss or damage you may suffer due to a third party’s use of your account credentials.

3. Huxley Intellectual Property

a. The Device and the Huxley HUB, including the contents, features, and functionality, are owned by Huxley, its licensors, or other providers of such material and they are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

b. The Huxley name and logo and all related names, logos, product and service names, designs, and slogans are trademarks of Huxley or its affiliates or licensors. You must not use such marks without the prior written permission of Huxley.

c. No right, title, or interest in or to the Device or the Huxley HUB is transferred to you, and all rights not expressly granted are reserved by Huxley.

d. These Terms permit you to use the Huxley HUB for your internal business purposes.

4. Prohibited Uses. You may use the Device and the Huxley HUB s only in accordance with these Terms. You agree not to:

a. Use the Device or the Huxley HUB in any way that violates any applicable federal, state, local, or international law or regulation.

b. Use the Huxley HUB to transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.

- c. Use the Huxley HUB to impersonate or attempt to impersonate Huxley, a Huxley employee, another user, or any other person or entity.
- d. Engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Huxley HUB, or which, as determined by us, may harm Huxley or users of the Huxley HUB, or expose them to liability.
- e. Misuse or exploit any security vulnerabilities in the Huxley HUB.
- f. Remove, delete, alter or obscure any trademarks, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Device or the Huxley HUB.
- g. Modify or make derivative works based on the Device or the Huxley HUB.
- h. Access or use the Device or the Huxley HUB to create a competing solution to the Device or the Huxley HUB.
- i. Use the Device or the Huxley HUB in any manner that could disable, overburden, damage, or impair the Device or the Huxley HUB or interfere with any other party's use of the Huxley HUB, including their ability to engage in real time activities through the Huxley HUB.
- j. Use any robot, spider, scripts, scraping tools or other automatic device, process, or means to access the Huxley HUB for any purpose, including monitoring, gathering or copying any of the material on the Huxley HUB.
- k. Use any manual process to monitor or copy any of the material on the Huxley HUB, or for any other purpose not expressly authorized in these Terms, without our prior written consent.
- l. Use any device, software, or routine that interferes with the proper working of the Device or the Huxley HUB.
- m. Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- n. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Device or the Huxley HUB, the server on which the Huxley HUB is stored, or any server, computer, or database connected to the Device or the Huxley HUB.
- o. Attack the Huxley HUB via a denial-of-service attack or a distributed denial-of-service attack.
- p. Copy, reproduce, distribute, license, sell, resell, modify, translate, disassemble, decompile, decrypt, reverse-engineer, or attempt to derive the source code of the Device or the Huxley HUB or any part thereof.
- q. Otherwise attempt to interfere with the proper working of the Device or the Huxley HUB.

5. Changes to the Terms. We may revise and update these Terms. All changes are effective immediately when we post them. Your continued use of the Device or the Huxley HUB following the posting of revised Terms means that you accept and agree to the changes.

6. **Changes to the Huxley HUB.** We reserve the right to withdraw, suspend, terminate or change the Huxley HUB. We will not be liable if for any reason all or any part of the Huxley HUB is unavailable at any time or for any period.

7. **Links from the Huxley HUB.** If the Huxley HUB contains links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the Huxley HUB, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

8. **Disclaimer of Warranties**

YOUR USE OF THE HUXLEY HUB AND THE DEVICE IS AT YOUR OWN RISK. THE HUXLEY HUB AND THE DEVICE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER HUXLEY NOR ANY PERSON ASSOCIATED WITH HUXLEY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE HUXLEY HUB OR THE DEVICE. WITHOUT LIMITING THE FOREGOING, NEITHER HUXLEY NOR ANYONE ASSOCIATED WITH HUXLEY REPRESENTS OR WARRANTS THAT THE HUXLEY HUB OR THE DEVICE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE HUXLEY HUB OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE DEVICES OR SERVICES OBTAINED THROUGH THE HUXLEY HUB WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. HUXLEY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

HUXLEY IS NOT A HEALTHCARE SERVICE PROVIDER AND DOES NOT MAKE ANY MEDICAL INTERPRETATION OR MEDICAL DECISION OR RECOMMEND A COURSE OF TREATMENT.

THE HUXLEY HUB AND THE DEVICE ARE SUPPLEMENTAL TOOLS ONLY AND ARE NOT INTENDED TO REPLACE PROVIDER’S OR ITS PHYSICIAN’S PROFESSIONAL JUDGMENT. HUXLEY DOES NOT CONTROL OR INTERFERE WITH THE PRACTICE OF MEDICINE. YOU ACKNOWLEDGE AND AGREE THAT HUXLEY IS NOT A HEALTH CARE PROVIDER AND THAT PROVIDER REMAINS SOLELY RESPONSIBLE FOR ALL MEDICAL OR HEALTH CARE RELATED INFORMATION OR SERVICES PROVIDED TO ANY PATIENT. THE DEVICE IS NOT INTENDED FOR USE IN ANY INHERENTLY DANGEROUS APPLICATIONS.

THE FOREGOING DISCLAIMERS DO NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

9. Limitation on Liability

IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGE, WHETHER DIRECT, INDIRECT OR IMPLIED, INCLUDING, WITHOUT LIMITATION, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, AND INCLUDING FURTHER, DAMAGES WHICH MAY ARISE IN CONNECTION WITH THE DEVICE, THE HUXLEY HUB, AND/OR THESE TERMS, INCLUDING, FOR EXAMPLE, DAMAGES RESULTING FROM LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, AND LOSS OF GOODWILL, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. THESE EXCLUSIONS OR LIMITATIONS WILL APPLY REGARDLESS OF WHETHER OR NOT HUXLEY HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. TO THE EXTENT LIABILITY CANNOT BE EXCLUDED OR LIMITED, IN NO EVENT SHALL HUXLEY BE LIABLE FOR ANY CLAIM, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, IN EXCESS OF \$1,000.

10. Suspension & Termination. We reserve the right to suspend your access to the Huxley HUB at any time if we detect any activity that violates these Terms (“*Violation*”). If your access is suspended, we will notify you via the contact information associated with your account. You will have seven (7) calendar days from the date of suspension to address and correct the Violation. If you fail to resolve the Violation to our satisfaction within seven (7) calendar days, we reserve the right to terminate your access to the Huxley HUB without further notice and your right to access or use the Huxley HUB will cease immediately. Huxley shall not be liable for any consequences arising from such termination.

11. Dispute Resolution. These Terms and any claims or causes of action (whether in contract or tort, in law or in equity, or granted by statute or otherwise) that may be based upon, arise out of or relate to these Terms shall be governed by and construed in accordance with the substantive laws, but not the choice of law rules, of the State of Delaware, except as to matters governed by U.S. federal law in which case U.S. federal law shall be the governing law. All disputes arising in relation to this Agreement shall be resolved by arbitration in Atlanta, Georgia, under the Commercial Arbitration Rules of the American Arbitration Association.

12. Severability; Waiver. Should any part of these Terms be deemed invalid or unenforceable, such determination will not affect the validity or enforceability of any other part of these Terms. If there is any waiver of any breach or failure to enforce any of the provisions of these Terms, it shall not be deemed as a future waiver of such provisions or a waiver of any other provision of the Terms.