

Aging Mastered

Terms and Conditions and User Agreement

These Terms and Conditions and User Agreement (“Agreement”) is a legal contract between you and Elpida, Inc. d/b/a Aging Mastered (“Aging Mastered”). This Agreement governs your participation in and use of the online services provided by Aging Mastered that link to this Agreement (the “Services”). By using the Services, you acknowledge that you have read this Agreement, that you understand it, and that you accept and agree to be bound by its provisions.

IMPORTANT: YOUR USE OF THE SERVICES IS SUBJECT TO THE DISCLAIMERS SET FORTH IN SECTION 10 BELOW. SUCH PROVISIONS FORM AN IMPORATNT PART OF THIS AGREEMENT, AND YOU ARE ENCOURAGED TO REVIEW SUCH PROVISIONS CAREFULLY.

1. **Definitions.** Capitalized terms not otherwise defined in this Agreement will have the following meanings:

(a) “Content” means text, pictures, data, information, media, audio and video recordings, software, commentary, messages, opinions, guidance, information or other material used, provided, posted in or linked through or on the Services.

(b) “Aging Mastered Materials” means Content (excluding Your Content) provided by Aging Mastered used in connection with, or generated by, the Services.

(c) “Your Content” means, collectively, the Content posted, provided, uploaded, submitted, shared, published, distributed, or made available by you on, to, from, through, or in connection with the Services (and any derivative works in such Content). Your Content does not include any Aging Mastered Materials.

2. **Grant of Rights.** Subject to the terms, conditions and other provisions of this Agreement (including the payment of all applicable fees), and for the term of this Agreement, Aging Mastered hereby grants you a limited, nonexclusive, nontransferable, nonsublicensable right to access the Services solely for your personal use. Aging Mastered reserves all rights that it does not expressly grant to you under this Agreement.

3. **User Registration and Credentials.**

(a) You may be required or permitted to register and set up a username and/or password (“User Credentials”) with Aging Mastered to access the Services or certain areas of the Services. Aging Mastered may reject your use of any username for any reason in its sole discretion.

(b) You are responsible for maintaining the confidentiality of any User Credentials you use to access the Services, and agree not to transfer, disclose or lend your User Credentials or your access to the Services to any other person. You are fully responsible for all interaction with the Services that occurs in connection with your User Credentials (including, without limitation,

all purchases). You agree to immediately notify Aging Mastered of any unauthorized use of your User Credentials or any other breach of security related to your account or the Services. Aging Mastered will not be liable for any loss or damage arising from your failure to comply with any of the foregoing obligations.

(c) As more fully described in our Privacy Policy (at <https://go.aws/39wxoGe>), you must disclose certain Personally Identifiable Information to use our Services, register, and to participate in certain features and functionally offered. As a condition of registering or using any Service, you represent that you have first read our Privacy Policy and consent to the collection, use and disclosure of your Personally Identifiable Information and Non-Personally Identifiable Information as described in our Privacy Policy. By establishing an account with us, you grant permission for Aging Mastered to contact you at your e-mail address. Your Aging Mastered account name may be publicly visible whenever any of Your Content is posted on Aging Mastered.

4. Content.

(a) Your Content. You agree not to upload to the Services any Content for which you do not have all the rights necessary to make such use of Your Content. Without limiting the generality of the foregoing, you agree that you will not upload to the services any information you obtained in a manner that violates any applicable law (e.g., your acquisition or use of that data did not misappropriate any third party's trade secrets) or that breaches any duty of confidentiality. The potential public display and performance of Your Content shall be in Aging Mastered sole and exclusive discretion, and any resulting publicity generated constitutes the sole consideration for the licenses, waivers and releases granted by you in this Agreement. Except as otherwise expressly set forth in any upload terms and conditions, you hereby grant to Aging Mastered and its designees the irrevocable, fully paid-up, royalty free, sublicensable, transferable, perpetual, worldwide exclusive right and license to reproduce, distribute, transmit, publicly display and perform, modify, create derivative works of, synchronize, broadcast and generally use Your Content (or parts thereof) whether recorded, distributed, displayed, streamed or performed/broadcast on or transferred to videotape, film, slides, photographs, audio tapes, internet or any other media, now known or later developed. For purposes of clarity, this grant includes without limitation the right to (a) edit and to use, not use or re-use Your Content in whole or part as Aging Mastered may elect in its sole discretion, and you agree to release and waive any and all privacy or moral rights you may have with respect to the way in which your name, likeness, image, portrait, picture, voice, appearance and/or performance is displayed or edited within Your Content or in connection with the promotion of Your Content, and (b) broadcast, exhibit, market, sell and otherwise distribute any portion of Your Content, either in whole or in parts, and either alone or with other products, for any purpose that Aging Mastered or its designees in their sole discretion may determine.

(b) Sensitive Personal Information. You agree not to upload or otherwise submit any information pertaining to a particular individual, including but not limited to health-related information about a particular individual ("Sensitive Personal Information") to Aging Mastered in connection with the Services. You agree that Aging Mastered will have no responsibility or

liability with respect to any such Sensitive Personal Information that is processed, transmitted, disclosed, or stored in connection with the Services.

(c) **Third Party Content.** The Services might display, contain, link to or make available Content from a variety of sources and such Content may be incomplete or inaccurate. Aging Mastered is not responsible or liable for any such third party Content. All Content, including Your Content, is the property of its copyright owner(s) or other rightsholder(s). Except as expressly provided in this Agreement, use of the Services does not grant, waive, or limit any ownership rights of such owner(s) or rightsholder(s). You agree to be bound by all terms that may apply to the use of third party Content. You may not copy, publish, display, distribute or make any derivative works of any Aging Mastered Materials or Third Party Content without Aging Mastered's or the third party's prior written consent. Aging Mastered will undertake commercially reasonable efforts to designate any third party Content available through the Services, but it will remain your sole responsibility to determine whether and to what extent you are able to use such Content.

5. **Ownership and Rights in the Services.** Generally. As between you and Aging Mastered, Aging Mastered and its licensors own all right, title, and interest (including, without limitation, patents, copyrights, trademarks, trade secrets, and all other intellectual property rights) in and to the Services, any technical requirements and end-user documentation for the Services made available to you by Aging Mastered (the "Documentation"), and any Aging Mastered Materials. You agree to not take any action to jeopardize, encumber, limit, or interfere in any manner with Aging Mastered's or its licensors' ownership and rights with respect thereto. Aging Mastered does not grant to you any right to use Aging Mastered's trademarks, trade names, or logos. You have only the limited rights to use the Services as are expressly granted to you under this Agreement and no other rights are granted or conveyed, or will be deemed to be granted conveyed, whether by implication, estoppel, or otherwise. Your access is to a service, and you are not obtaining any rights in and to any software or Content provided by Aging Mastered except for the limited rights to use the Services as set forth above this Agreement. In addition to the other rights granted by you hereunder, you grant to Aging Mastered a royalty-free, worldwide, irrevocable, fully paid-up, sublicensable, transferable and perpetual license to use, publish, edit, translate, distribute, display and incorporate any ratings, comments, suggestions, feedback, improvement requests or other recommendations you provide relating to the Services ("Feedback"). You should not submit any Feedback to Aging Mastered that you do not wish to license to Aging Mastered as stated above. Aging Mastered will have no obligation (i) to maintain any Feedback in confidence; (ii) to pay any compensation for any Feedback; or (iii) to respond to any user Feedback. You grant Aging Mastered the right to use the name that you submit in connection with any Feedback.

6. **Restrictions.** In accessing or using the Services, you agree not to (or permit anyone else to) do or attempt any of the following:

- distribute, rent, loan, lease, sell, sublicense, or otherwise transfer or offer the Services for any commercial purpose;

- remove or alter any copyright, trademark, confidentiality or other proprietary notices, designations, or marks;
- modify, translate, adapt, arrange, or create derivative works of the Services, except as permitted in this Agreement;
- decompile, disassemble or reverse engineer, or determine any source code, algorithms, methods, or techniques of the Services;
- interfere with, damage, or disrupt the operation or any security-related features of the Services, gain unauthorized access, or restrict or inhibit use by others;
- use any robot, spider, or other system, device or mechanism to access the Services likely to disrupt or disable or destroy the Services;
- except as you are able by means of the authorized functionality of the Services, frame or mirror any part of the Services or create a competitive business to the Services;
- collect or store personal information about any person or entity in violation of this Agreement;
- advertise, promote or solicit any goods or services relating to the Services for any commercial purpose except as expressly authorized by Aging Mastered;
- use the Services in any manner that places a disproportionate load or burden on the systems used by Aging Mastered to provide the Services;
- use the Services, any feature of the Services in a way that could or does violate any law or the rights (including without limitation, the copyright, trademark, patent, trade secret other intellectual property, proprietary or other rights) of any person, firm or entity or expose Aging Mastered, to legal liability; or
- pose a security risk to the Services or to any other user.

Aging Mastered reserves the right to limit the availability of the Services, in whole or in part, to any person, for any purpose, and to any geographic area or jurisdiction Aging Mastered chooses, at any time and in its sole discretion.

7. Compliance with Laws. You agree to comply with all applicable laws, rules and regulations in relation to your use of the Services, including local laws regarding online conduct.

8. Indemnification. You will, at your sole expense and to the fullest extent permitted by law, indemnify, defend (at Aging Mastered's request), and hold harmless Aging Mastered and its affiliates, agents and suppliers and each of their respective officers, directors and employees (individually and collectively, for purposes of this section, "Aging Mastered") against any and all

losses, liabilities, expenses (including reasonable attorneys' fees) suffered or incurred by Aging Mastered by reason of any claim, suit or proceeding ("Claim") arising out of or in connection with: (1) Your Content or use of Your Content, including, without limitation, any assertion that Your Content or the use thereof may infringe any copyright, trademark, patent, or other intellectual property or other rights of any individual or entity, or are a misappropriation or violation of any individual or entity's trade secret or other rights, or contain any libelous, defamatory, disparaging, pornographic, or obscene materials, or use thereof caused death or bodily injury or damage to the real or tangible property of any third party; (2) any breach of or failure by you to comply with this Agreement; or (3) use of the Services by you (or anyone who accesses the Service through you). If Aging Mastered requests that you defend a Claim, you will not agree to any settlement without Aging Mastered's prior written consent, and Aging Mastered will have the right to participate, at its own expense, in the defense of any Claim with counsel of its own choosing.

9. **Warranties.** By accessing or using the Services (including any part of the Services) you represent and warrant that either you are at least the legal age of consent in the jurisdiction where you reside or, if you are not, that you are 13 years old or older and your parent or legal guardian has agreed to this Agreement on your behalf and will supervise your access to and use of the Services. You also warrant, represent and agree that: (1) you have the requisite rights to submit, develop and use Your Content in connection with the Services; (2) Your Content does not infringe or misappropriate any intellectual property or proprietary right of any third party (including any privacy right) or violate any applicable laws, rules or regulations; (3) Your Content is not subject to any restriction on disclosure, transfer, download, export or re-export under any applicable law, rule or regulation; and (4) any information you provide in connection with your registration for, or use of, the Services is and will remain true, accurate, and complete, and that you will maintain and update such information regularly.

10. **DISCLAIMERS.**

(a) **AGING MASTERED DOES NOT PROVIDE MEDICAL ADVICE.** The Content, and other materials contained on Aging Mastered are for informational purposes only. The Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of information you received from Aging Mastered. If you think you may have a medical emergency, call your doctor or 911 immediately. Aging Mastered does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on Aging Mastered. Reliance on any information provided by Aging Mastered or within any Content is solely at your own risk.

(b) **Warranty Disclaimers.** Your use of the Services (in whole or in part) is at your own discretion and risk. Aging Mastered provides the Services "as is" and "as available." Aging Mastered makes no, and hereby disclaims all, representations, warranties and conditions of all kinds, whether express, implied (either in fact or by operation of law), or statutory, with

respect to the Services, and all third party products or services on or available through the Services, including, without limitation, all representations, warranties and conditions:

- (i) of merchantability, fitness for a particular purpose, title and noninfringement; that may arise from course of dealing, course of performance, or usage of trade; or that the Services will meet your requirements or expectations;
- (ii) that any use of or access to the Services will be error-free, complete, or secure; or that Your Content will not be lost or damaged;
- (iii) that Your Content will not be accessed by unauthorized third parties;
- (iv) that operation of the Services will be available or uninterrupted.

Without limiting the generality of the foregoing, you acknowledge and agree that you are solely responsible for (and Aging Mastered assumes no responsibility and will have no liability of any kind for) the decisions that you make based (in whole or in part) upon your use of the Services; or any loss, damage or other effects on you that may result from your use of the Services. Aging Mastered makes no warranties to any third party.

(c) This section will be enforceable to the maximum extent allowed by applicable law. No information or advice (whether written, oral or otherwise) provided by Aging Mastered or its representatives will create any warranty or in any way affect the disclaimers expressly provided in this Agreement.

11. **LIMITATIONS OF LIABILITY.** To the maximum extent allowed by applicable law and notwithstanding any failure of essential purpose of any limited remedy or limitation of liability: (1) in no event will Aging Mastered be liable to you for any special, indirect, consequential, or any other damages of like kind whatsoever (however caused and regardless of the theory of liability, whether derived from contract, tort (including without limitation negligence) or otherwise), including without limitation loss of profits, loss of revenue, loss of use, loss of data, business interruption, cost of procurement of substitute goods or Services or other cover, or any other similar commercial or economic loss of any kind, even if advised of the possibility thereof, nor will Aging Mastered be liable for any damages whatsoever resulting from a force majeure or an act of a third party or of no fault on its behalf; and (2) the total cumulative collective liability of Aging Mastered for all costs, losses or damages from all claims, actions or suits however caused or arising from or in relation to the Services will not exceed the greater of (a) one hundred dollars (\$100) or (b) all amounts paid or due from you, if any, for access to or use of the Services giving rise to the claim during the six (6) months immediately preceding the claim (no matter when payments were actually made).

12. **Term, Termination and Suspension.** This Agreement will become effective on the date you first access or use the Services ("Effective Date"). The term of this Agreement ("Term") will extend from the Effective Date until the first to occur of the following: (1) Aging Mastered's termination of all of your rights hereunder; (2) Aging Mastered's discontinuation of the Services;

or (3) the date you discontinue all use of the Services. Without limitation of anything in this paragraph, if any or all of the Services is accessed as part of a membership or subscription, your access to that portion of the Services will terminate when your membership or subscription terminates or expires. Aging Mastered reserves the right in its sole discretion, without prior notice, to terminate or suspend your access to all or part of the Services and/or your account (if applicable) or delete or remove Your Content for any reason, including, without limitation, breach or assignment of this Agreement. Further, you agree that Aging Mastered will not be liable to you or any third party for any termination of your access to the Services or deletion of Your Content. Upon any termination of this Agreement for any reason, you must immediately cease using the Services. Upon termination Aging Mastered will have the right to immediately deactivate your account(s) and suspend access to Your Content and may delete, without notice, Your Content, if any, and all backups thereof, and Aging Mastered will not be liable for any loss or damage which may be incurred by you or any third parties as a result of such deletion. Paid memberships or accounts that are terminated will not be refunded.

13. Changes to the Services or this Agreement. Aging Mastered may make changes to, update (or not update) or discontinue any part, element, functionality, availability or offering of the Services. Aging Mastered may also make changes or updates to this Agreement at any time and for any reason in its sole discretion, including complying with applicable law. If Aging Mastered makes any material changes to this Agreement, it will provide notice to you in any way it deems reasonable including, for example, by posting a notice of the change on the Aging Mastered website or within the Services, or by sending a notice to your email address if you have provided it to Aging Mastered.

14. Governing Law and Choice of Forum. This Agreement will be governed in all respects by the laws of the State of California, without regard to conflict of law provisions. Both parties agree that any claim or dispute between them must be resolved exclusively by a state or federal court located in California. Both parties agree to submit to the personal jurisdiction of the courts located within California for the purpose of litigating all such claims or disputes, and hereby waive all claims of forum non conveniens.

15. Assignment. You may not assign your rights or delegate your obligations under this Agreement without Aging Mastered's prior written consent. Aging Mastered may assign its rights or delegate its obligations under this Agreement. Any purported assignment in violation of this section will be void.

16. Force Majeure. With the exception of your payment obligations, neither party will be responsible for delays or failures in performance under this Agreement resulting from acts of God, acts of civil or military authority, fire, flood, strikes, war, epidemics, pandemics, shortage of power, telecommunications or Internet service interruptions or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

17. Relation of the Parties. You and Aging Mastered are acting as independent contractors and under no circumstances will any of the employees of one party be deemed the employees of the other for any purpose. Except as otherwise expressly agreed by the parties, this Agreement will not be construed as authority for either party to act for the other party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other. Nothing in this Agreement will be deemed to constitute a joint venture or partnership between you and Aging Mastered.

18. No Waiver. The waiver by either party of any breach of this Agreement will not be construed to be a waiver of any succeeding breach. All waivers must be in writing, and signed by the party waiving its rights.

19. Severability. If any court of competent jurisdiction or arbitrator as authorized under this Agreement finds any portion of any provision of this Agreement to be unenforceable or contrary to applicable law, the parties agree that the provision will be deemed modified to the least extent necessary to make it enforceable, and all other provisions of this Agreement will remain unaffected.

20. Entire Agreement. This Agreement, including any other documents incorporated by reference, constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter this Agreement by any representations or promises not specifically stated in this Agreement. The protections of this Agreement will apply to actions of the Parties performed in preparation for and anticipation of the execution of this Agreement. Any amendment to this Agreement must be in writing and agreed to by duly authorized representatives of both parties.