

InBody Challenge

GENERAL PARTICIPANT AND RELEASE AGREEMENT

The InBody Challenge (“Challenge”), as chosen by the individual named and signed herein (“Participant”) prior to being prompted to execute this General Participant and Release Agreement (“Agreement”), is being administered by Biospace, Inc., a California corporation, doing business as InBody (“Administrator”). The Challenge, as chosen by Participant prior to being prompted to execute this Agreement, is being sponsored by the Sponsor (“Sponsor”) as specified on Administrator’s website description of said Challenge. All federal, state, and local laws apply.

This Agreement is being executed by the Participant in the Challenge named below for the benefit of Sponsor and Administrator. This Agreement is entered into by and between Administrator and Participant, separately a “Party” and collectively the “Parties.”

By voluntarily signing up for the Challenge, Participant certifies that the Participant is physically healthy and has NOT been advised to NOT participate in this Challenge by a qualified medical professional, and Participant is not aware or should not reasonably be aware of any condition that Participant may have that may present a health risk to Participant if Participant participates in the Challenge. Administrator recommends that Participant NOT participate in the Challenge if Participant is pregnant, menstruating, or has medical implants, such as pacemakers, metal implants, insulin pumps or similar devices or components.

Any information, data or advice provided to Participant pursuant to the Challenge is provided to Participant for informational purposes only and does not constitute professional medical advice, diagnosis, treatment, cure or recommendations of any kind. Participant should always seek the advice of a qualified health care professional with any questions or concerns Participant may have regarding individual needs and any medical conditions.

The purpose of the Challenge is to encourage Participants to achieve and maintain good mental and physical health by changing their body composition through a combination of diet and exercise. The Challenge is a contest, and NOT a lottery or sweepstakes.

OFFICIAL RULES:

1. The Challenge will be conducted online and remotely and Participants shall not be required to access any third-party physical locations; however, if Participant wishes to utilize third-party locations, such as a fitness center, to measure on a Device, as defined below, or to accomplish any other element of the Challenge, Participant agrees and understands that Participant does so on their own volition and that Administrator shall not be held liable or responsible, and Participant shall hold Administrator harmless and defend Administrator, as necessary, from third-party claims, for any

damages, failures to adequately participate in the Challenge, or any other failures caused by Participant's utilization of such third-party resources.

2. Participant must own or otherwise acquire or have access to an InBody H20N consumer-line body composition analyzer ("Device") for the duration of the Challenge; Administrator shall also provide rental options for the Device.

a. Participant may utilize third-party owned or controlled Device and a single Device may be utilized by multiple Participants.

3. Participant must download and have access to the InBody App ("App"), maintain App access and registration under the same unique identifier throughout the duration of the Challenge, and abide by the App Terms of Service attached to this Agreement as Exhibit B.

a. Participant shall not utilize anyone else's App, shall not permit anyone else to utilize Participant's App, and shall ensure that App is properly updated, installed, and registered on Participant's device throughout the duration of the Challenge.

4. Participant must complete an initial weigh-in and share the initial weigh-in results, as well as an acceptable Progress Photo, as defined in Section 7, within the Initial Weigh-In Period, as specified in the Challenge Schedule attached to this Agreement as Exhibit A, and register for the Challenge and watch the Kick-Off Webinar by the end of the Initial Weigh-In Period; failure to accomplish these milestones will result in Participant's disqualification from further Challenge participation.

5. Participant must complete a mid-point weigh-in and share the mid-point weigh-in results within the Mid-Point Weigh-In Period, as specified in the Challenge Schedule; failure to accomplish this milestone may result in Participant's disqualification from further Challenge participation.

6. Participant must complete a final weigh-in and share the final weigh-in results, as well as an acceptable Progress Photo, as defined in Section 7, within the Final Weigh-In Period, as specified in the Challenge Schedule; failure to accomplish this milestone may result in Participant's disqualification from further Challenge participation.

7. Participant agrees to provide a full body color photograph displaying the front, back, and profile of the Participant as part of the initial weigh-in and separately as part of the final weigh-in (each, a "Progress Photo").

a. Participant is requested to wear appropriate attire for their Progress Photos, which includes sports-appropriate underwear, athleticwear, or other such attire, but shall not include lingerie, "see-through" or mesh clothing; Participant's are further requested to use discretion with their Progress Photos and to refrain from including nudity in their Progress Photos.

b. All Progress Photos are a mandatory element of your participation in the Challenge.

8. As used in the Challenge, a “weigh-in” includes collection and recording of Participant’s body compositional data as well Participant’s weight.

a. Administrator reserves the right to withhold refunds for disqualification or Participant cancellation for no reason or any reason.

b. All weigh-ins, and the subsequent sharing of same, are mandatory; if Participant misses the scheduled weigh-in period, Participant may not be permitted to reschedule and may be disqualified from the Challenge.

c. For more information and Challenge support, please contact Administrator at challenge@inbody.com.

9. To be eligible to enter:

a. Participant **MUST** be 18 years of age or older.

b. Participant **MUST register** through the Administrator’s Challenge website, sign this Agreement, and agree to the App Terms of Service, which are attached to this Agreement as Exhibit B;

c. Participant **MUST submit** a signed copy of this Agreement and the App Terms of Service, signed by Participant, and entry fee, to Administrator prior to the end of the Initial Weigh-In Period.

i. Entry fees are not refundable or returnable under any circumstance once payment is submitted to Administrator. All entry fee submissions and collections are final.

I. Entry fees may be paid only via credit or debit card; checks, money transfers, wires, or any other form of payment or compensation will not be accepted.

ii. If the form, App Terms, and any other required materials have been previously submitted to Administrator, Participant must provide a receipt or other proof prior to the Initial Weigh-In Period.

d. Participant **MUST** provide Administrator with Participant’s mobile phone number for purposes of App registration and which will be used as Participant’s unique Challenge identifier.

e. Participant is requested to complete a Challenge Survey before the expiration of the Initial Weigh-In Period.

f. Participant must meet any other prerequisites, including access to the Device and App, specified in this Agreement.

g. Administrator shall not use Participant's personal information, including mobile phone number, for any purpose other than to serve as Participant's unique Challenge identifier and App registration identifier, and shall take all reasonable measures necessary to keep such mobile phone number confidential. Administrator shall be compliant and remain compliant with all applicable consumer privacy acts for the duration of the Challenge.

10. To be eligible to win:

- a. Participant MUST complete the prior listed entry eligibility items;
- b. Participant MUST input accurate height measurements into the Device prior to any measurement;
- c. Participant MUST ensure that they are the only users on their App account;
- d. Participant MUST measure and share their weigh-in results by the timeframes specified; and
- e. Participant MUST submit unaltered Progress Photos within the timeframes specified.

11. Administrator will award 2,000.00 USD to the top performing Male Participant, 2,000.00 USD to the top performing Female Participant, 1,000.00 to the runner-up Male Participant, and 1,000.00 to the runner-up Female Participant ("Prize") based on an analysis of the data output derived from Adjusted Weight System ("AWS") formulas and calculations the Administrator designed and designated to use to determine the winners of the Challenge. The AWS formulas and calculations are subject to change based on the sole and absolute discretion of the Administrator. The Administrator, in its sole and absolute discretion, may also review and adjust the AWS formulas and calculations based on what the Administrator deems to be fair and accurate.

12. Administrator will award 1,000.00 USD to one Participant who earns the Healthy Hero Award ("HHA") concurrently with the Prize. The Healthy Hero Award shall be awarded based on Participant responses in the Challenge Survey, based on Participant's overall progress, and based on other subjective criteria determined by Administrator at its sole discretion.

13. For purposes of fair competition and a common baseline for performance evaluation, Participants must enter into the Challenge with the gender category assigned to them at birth, regardless of gender identity or gender-transition; all Participants must remain in the same competition category for the entire duration of the Challenge.

14. Administrator will notify Prize and HHA winners by **5:00pm PST** two weeks after the conclusion of the Final Weigh-In Period and during the Wrap-Up Webinar, as specified in the Challenge Schedule. Sponsor will notify winners via the contact information provided by Participant during registration. If any winner **fails to accept their Prize or HHA within 15 business days** of notice, **Participant will forfeit Participant's right to the Prize and/or HHA (as applicable) and**

an alternate winner will be selected and notified at that time. The winners will then be announced publicly on Administrator's website within five business days following the secondary determination and announcement of alternate winners.

15. Participant, if selected, must participate in a video recorded interview conducted by Administrator and/or Sponsor regarding Participant's experience throughout the duration of the Challenge. Participants who fail to comply to participate in a video recorded interview as requested by Administrator and/or Sponsor may be disqualified from the Challenge.

16. Sponsor will file an IRS Form 1099 in the name of any winners, if applicable, for the value of the prizes awarded. The odds of winning a prize are dependent on the number of eligible Participants.

CONDITIONS:

1. If there is a dispute about how the winner(s) was/were chosen, Administrator reserves the right to disqualify any or all of the entries submitted from the disputed winner(s), in Administrator's sole and absolute discretion. Administrator reserves the right, in its sole and absolute discretion, to disqualify any Participant for the following reasons: not complying with this Agreement; tampering with the operation of the Challenge; engaging in false or deceptive acts; use of any artificial or unhealthy means of alteration in body composition, including but not limited to, liposuction, weight loss surgery, or other similar procedures; failure to cooperate with Administrator during the winner confirmation process, including but not limited to, not cooperating with an Administrator-ordered confirmatory verified weigh-in; engaging in unhealthy practices; engaging in verbal or physical harassment of any kind; or engaging in illegal practices of any kind. Sponsor has the right, at its sole and absolute discretion, to review and revise any Administrator actions under this paragraph, and Sponsor shall be solely responsible for such review and revisions.

2. Administrator reserves the right, in its sole and absolute discretion, to revise this Agreement for any reason, at any time, and without any notice to the Participant.

3. Administrator is not responsible and will not be held liable for technical or communication malfunctions or errors or failures of any kind, including but not limited to, lost or unavailable network connections; unauthorized human intervention; traffic congestion; incomplete or inaccurate capture of registration information (regardless of cause); incomplete or inaccurate capture and/or input of body composition information (regardless of cause); or failed, incomplete, or delayed computer transmissions, which may limit one's ability to enter the Challenge.

4. Administrator reserves the right, in its sole and absolute discretion, to cancel or suspend the Challenge if less than fifty (50) Participants successfully complete the initial weigh-in within the Initial Weigh-In Period. Administrator reserves the right, in its sole and absolute discretion, to cancel or suspend the Challenge if less than thirty percent (30%) of Participants successfully complete the final weigh-in within the Final Weigh-In Period. In the event Administrator cancels or suspends the Challenge, Administrator will donate all payments collected from Participants to Direct Relief, a California non-profit organization.

5. Administrator reserves the right, in its sole and absolute discretion, to cancel, modify, or suspend the Challenge if it cannot be completed as planned due to unauthorized intervention, technical failures, typographical or production errors in the Official Rules or other advertising for the Challenge, or other conditions beyond Administrator's or Sponsor's control. In such case, Administrator may, at its sole and absolute discretion, select the winner(s) from all eligible entries received unaffected by the problem.

6. Administrator reserves the right, in its sole and absolute discretion, to cancel the Challenge at any time for any reason or no reason, including but not limited to lack of Participants in the Challenge.

7. CAUTION: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CHALLENGE MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, ADMINISTRATOR AND SPONSOR RESERVE THE RIGHT TO SEEK DAMAGES FROM THE PERPETRATOR TO THE FULLEST EXTENT PERMITTED BY LAW.

8. By participating in the Challenge, except as expressly otherwise provided in this Agreement, Participant hereby agrees to Administrator's and Sponsor's collection and usage of Participant's personal information, and acknowledges that the Participant has read and accepted Administrator's privacy policy located at <https://www.inbodyusa.com/pages/privacy-policy>. Participant further agrees to be contacted by Administrator and Sponsor by telephone, mail or email regarding the Challenge.

9. By participating in the Challenge, Participant hereby agrees to abide by the App Terms of Service and acknowledges that Participant has read, reviewed, understands, and has accepted Administrator's App Terms of Service.

10. **Personal Information Release:** By participating in the Challenge, the Participant authorizes the use or disclosure of his/her personal information presented on the Device and App. The Participant has the right to withdraw permission for the release of information at any time. The revocation must be made in writing and will not affect information that has already been used or disclosed. The Participant has the right to receive a copy of this authorization. In signing this authorization voluntarily, the Participant further understands that a person to whom information and records are disclosed to, pursuant to this authorization, may not further use or disclose the personal information unless another authorization is obtained from the Participant or unless such disclosure is specifically required or permitted by law.

11. **Binding Arbitration:** If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute **cannot** be **settled** through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. Any unresolved controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration administered under the Streamlined JAMS rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. If all parties to the dispute agree, a mediator involved in the parties' mediation may be asked to serve as the arbitrator. The arbitrator(s) will have no authority to award punitive, consequential, incidental or other damages not

measured by the prevailing party's actual damages, except as may be required by statute. Each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. Except as may be required by law, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all Parties. The mediation and arbitration shall be held exclusively in Los Angeles, California.

12. **Litigation:** Any and all legal actions or claims arising in connection with the Challenge or this Agreement will be governed by, and construed in accordance with, the laws of the State of California and the exclusive venue for such actions or claims shall be state or federal courts located in Los Angeles County, California. Any and all disputes, claims, and causes of action arising out of or in connection with the Challenge, shall be resolved individually, without resort to any form of class action. In any litigation, which one party either seeks to enforce its rights under this Agreement or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorney fees, together with any costs and expense, to resolve the dispute and enforce the final judgement.

13. **General Provisions:** If any provision of this Agreement is held as invalid, illegal, or unenforceable for any reason whatsoever, then the validity, legality and enforceability of the remaining provisions of this Agreement, including, without limitation, all portions of any paragraphs of this Agreement containing any such provision held to be invalid, illegal, or unenforceable that are not themselves invalid, illegal, or unenforceable, shall not in any way be **affected** or impaired thereby. No cancellations, amendments, modifications, or alterations of this Agreement can be made by Participant after this Agreement has been accepted by Participant. In any litigation, arbitration, or other proceeding by which one part either seeks to enforce its rights under this Agreement or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorney fees, together with any costs and expense, to resolve the dispute and enforce the final judgement. This Agreement, and any dispute arising from the relationship between the Parties, shall be governed by California law without reference to conflict of laws principles.

14. The parties agree and understand that any deadlines or timing periods shall be deemed to be Pacific Standard Time.

INTERVIEW AND PHOTOGRAPH RELEASE:

Administrator desires to conduct an interview of Participant and supplemental and/or follow up Interviews as deemed necessary by Administrator, regarding Participant's Challenge experience. Administrator desires to take, re-use, publish, and republish Progress Photos, Challenge Survey results, Challenge results, and/or any other video, photographic, or other content related or pertaining to Participant. Participant knowingly and at Participant's own volition grants to Administrator all of Participant's right, title and interest to the interviews and all recordings, Progress Photos, Challenge Survey results, Challenge results, and/or any other video or photographic materials and work product, and any other material and work product, arising out of, in connection with, related to or derived from the interviews and this Challenge (the "Work Product").

1. Consent and Grant of Rights:

(a) Pursuant to the terms and conditions of this Agreement, Participant hereby consents to the recording of certain interviews by Administrator (“Interviews”) in audio, visual and written form. Pursuant to the terms and conditions of this Agreement, Participant hereby consents to the taking of Photographic Portraits/Pictures/Images by Administrator in visual form. Participant hereby grants, sells, conveys, assigns and transfers to Administrator all of Participant’s right, title and interest in and to the Interviews, Photographic Portraits/Pictures/Images and the Work Product in perpetuity throughout the world, including but not limited to: the right to copy, reproduce, distribute and use all or a portion of the Interviews, Photographic Portraits/Pictures/Images and Work Product, including but not limited to the statements, personal experiences, remarks, and recollections incorporated into the Interviews, Photographic Portraits/Pictures/Images and the Work Product; the right to quote or paraphrase all or any portion of the Interviews; the right to publish, reproduce, distribute, transmit, broadcast, exhibit, digitize, display, translate, modify, edit, create derivative works of or otherwise use the Interviews, Photographic Portraits/Pictures/Images and the Work Product; and the right to use and disclose Participant’s name, image, likeness and biographical and personal data in connection with the use, exploitation and promotion of the Interviews, Photographic Portraits/Pictures/Images and the Work Product. Upon request of Administrator, Participant shall take such further actions, including execution and delivery of instruments of assignment or conveyance, as may be appropriate or reasonably requested to give full and proper effect or confirmation to the foregoing sale, conveyance, assignment and transfer of the Work Product to Administrator.

(b) Administrator shall have the right to exploit the foregoing rights in all forms and media including publications, advertisements, promotions or other media activities, including but not limited to promotion of Administrator’s products and services on Administrator’s websites on the Internet, that Administrator may deem appropriate. Participant understands that Administrator shall be the sole owner of all copyright and other rights in and to the Interviews, Photographic Portraits/Pictures/Images and the Work Product and may assign or license such rights in its sole discretion.

2. **Releases:** Participant hereby releases and discharges Administrator from any and all claims that may arise regarding Administrator’s use and exploitation of the Interviews, Photographic Portraits/Pictures/Images and the Work Product, including without limitation, any claims based on the right of privacy, the right of publicity, copyright, and defamation.

3. **Disclaimers:** Participant acknowledges that Participant has no rights, title or interest of any kind in the Interviews, Photographic Portraits/Pictures/Images or the Work Product. Participant understands and agrees that Administrator is not obligated to utilize the rights granted in this Agreement and all such rights, permissions and releases herein extend and apply to Administrator and its officers, directors, employees, contractors, agents, licensees, distributors, assignees and successors.

Release of Liability:

IN CONSIDERATION FOR BEING ALLOWED TO PARTICIPATE IN THE CHALLENGE, ON BEHALF OF MYSELF AND MY NEXT OF KIN, HEIRS AND REPRESENTATIVES, I, THE PARTICIPANT EXECUTING THIS AGREEMENT BELOW, RELEASE FROM ALL LIABILITY AND CLAIMS, ADMINISTRATOR, SPONSOR, AND ITS EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, VOLUNTEERS, REPRESENTATIVES AND

AGENTS FROM ANY AND ALL CLAIMS, INCLUDING CLAIMS OF NEGLIGENCE, RESULTING IN ANY PHYSICAL OR PSYCHOLOGICAL INJURY (INCLUDING PARALYSIS OR DEATH), ILLNESS, DAMAGES, OR ECONOMIC OR EMOTIONAL LOSS I MAY SUFFER BECAUSE OF MY PARTICIPATION IN THE CHALLENGE, INCLUDING TRAVEL RELATED TO AND DURING THE CHALLENGE. I AM VOLUNTARILY PARTICIPATING IN THE CHALLENGE. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO/FROM AND PARTICIPATING IN THE CHALLENGE, WHICH INCLUDE BUT ARE NOT LIMITED TO PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND/OR DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' ACTIONS, INACTION, OR NEGLIGENCE; CONDITIONS RELATED TO TRAVEL; OR THE CONDITION OF THE CHALLENGE TEST SITE OF MY CHOOSING. NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THE CHALLENGE. I AGREE TO HOLD ADMINISTRATOR AND SPONSOR HARMLESS FROM ANY AND ALL CLAIMS, INCLUDING ATTORNEY'S FEES OR DAMAGE TO MY PERSONAL PROPERTY, THAT MAY OCCUR AS A RESULT OF MY PARTICIPATION IN THE CHALLENGE. IF ADMINISTRATOR AND/OR SPONSOR INCURS ANY OF THESE TYPES OF EXPENSES, I AGREE TO REIMBURSE ADMINISTRATOR AND/OR SPONSOR. IF I NEED MEDICAL TREATMENT, I AGREE TO BE FINANCIALLY RESPONSIBLE FOR ANY COSTS INCURRED AS A RESULT OF SUCH TREATMENT. I AM AWARE AND UNDERSTAND THAT I SHOULD CARRY MY OWN HEALTH INSURANCE. I UNDERSTAND THE LEGAL CONSEQUENCES OF SIGNING THIS DOCUMENT, INCLUDING (A) RELEASING ADMINISTRATOR AND SPONSOR FROM ALL LIABILITY AND CLAIMS AND (B) ASSUMING ALL RISKS ASSOCIATED WITH THE PARTICIPATION IN THE CHALLENGE. I UNDERSTAND THAT THIS DOCUMENT IS WRITTEN TO BE AS BROAD AND INCLUSIVE AS LEGALLY PERMITTED BY THE STATE OF CALIFORNIA. I AGREE THAT IF ANY PORTION IS HELD INVALID OR UNENFORCEABLE, I WILL CONTINUE TO BE BOUND BY THE REMAINING TERMS. I HAVE READ THIS DOCUMENT, AND I AM SIGNING IT FREELY. NO OTHER REPRESENTATIONS CONCERNING THE LEGAL EFFECT OF THIS DOCUMENT HAVE BEEN MADE TO ME.

FURTHER, I EXPRESSLY WAIVE THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH READS AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

BY AGREEING TO THIS AGREEMENT, PARTICIPANT CERTIFIES THAT PARTICIPANT IS OVER 18 YEARS OF AGE. PARTICIPANT CERTIFIES THAT PARTICIPANT HAS READ THIS DOCUMENT AND FULLY UNDERSTANDS ITS CONTENTS. PARTICIPANT IS AWARE THAT THE CHALLENGE IS A VOLUNTARY

EVENT AND PARTICIPANT IS VOLUNTARILY AGREEING TO THIS PARTICIPANT AGREEMENT AND LIABILITY RELEASE FORM.

PARTICIPANT, by signing and dating below, agrees to be bound to the terms and conditions of this Agreement.

Print Name

Date

Sign Name

EXHIBIT A

Challenge Schedule

1. The following are the mandatory events scheduled for the Challenge. Please consult this schedule closely.
2. Failure to attend or accomplish mandatory activities may result in your disqualification from the Challenge or failure to be awarded the Prize and/or HHA.
3. Administrator reserves the right to adjust schedule when necessary; Administrator shall take reasonable measures necessary to communicate any schedule changes to you, but it is your responsibility to monitor such communications. As such, Administrator shall not be held liable, and you will hold Administrator harmless, for any damages to you resulting from a schedule change.

CHALLENGE SCHEDULE

Kickoff: Webinar Kickoff Event (January 15, 2021)

Week One: Initial Weigh-In Period (January 15 – January 22, 2021)

Week Five: Mid-Point Weigh-In Period (February 12 – February 19, 2021)

Week Ten: Final Weigh-In Period (March 19 – March 26, 2021)

Week Twelve: Wrap-Up Webinar and Prize Winners Announcement (April 9, 2021)

EXHIBIT B

App Terms of Service

(Begins on following page)



APPLICATION TERMS OF SERVICE FOR END USERS

Application Terms of Service and Conditions (“ToS”) (Updated: 12/15/2020)

Introduction:

- A. This ToS is deemed to include the terms and conditions regarding your use of the InBody App. Any information we provide with or collect through your use of the App is subject to this ToS. This ToS will be available to you prior to you using the App. We will notify you should we change the terms of the ToS and such new terms will be posted on the Site. When you use the App after a modification is posted, you are telling us that you accept the modified terms. However, in order to subscribe to and use the App, you must accept this ToS expressly and if you do not, then you are not permitted to subscribe to and use the App.
- B. This ToS considers and pertains, in whole or in part, to the following:
 - 1. InBody's body composition analysis devices and its accessories (the “Products”);
 - 2. InBody-provided applications that gives you access to view, add, update, or delete data (collectively, the “App”);
 - 3. InBody data management website(s) and/or an extension of the website(s), including, but not limited to, <https://usa.lookinbody.com> (collectively the “Site”); and
 - 4. The data, analyses and other content collected, processed, analyzed, generated or delivered by a Product, the App, or the Site, including without limitation, text, graphs, calculations, copy, audio, video, photographs, illustrations, images, graphics and other visuals (the “InBody Content”) (all collectively, the “Service” or “Services”).

As such, you agree to the following:

I. Definitions:

- A. Aggregated or De-Identified Information – Information that does not identify you as a specific individual.
- B. The words “InBody”, “we”, “us” and “our” refers to Biospace, Inc. DBA InBody.
- C. Protected Health Information – According to the Health Insurance Portability and Affordability Act of 1996, Public Law 104-191, as amended, and inclusive of the Privacy Rule, Security Rule, Breach Notification Rule and Enforcement Rule (45 CFR Parts 160 and 164) promulgated by the United States Department of Health and Human Services (“HIPAA”), Protected Health Information is information that is a subset of [health information](#) including demographic information collected from an [individual](#) that: (1) is created or received by a [health care provider](#), [health plan](#), [employer](#), or [health care clearinghouse](#); (2) relates to an individual’s past, present, or future physical or mental health or condition, the provision of health care to the individual, or the past, present, or future payment for the provision of [health care](#) to an [individual](#); (3) identifies the individual or for which there is reasonable basis to believe the information can be used to identify the individual; and (4) is transmitted by [electronic media](#), maintained in [electronic media](#), or transmitted or maintained in any other form or medium.
- D. Personal Information – Your non-public information which InBody receives through your use of the Service that can be used, alone or in combination with other information in InBody’s possession, to identify you or another individual. It may include information such as name, email address, telephone number and other personal information you provide to InBody and it may include Protected Health Information.
- E. Covered Entity – The definition of the Covered Entity remains the same as in 45 CFR § 160.103 of HIPAA.
- L. Custody – Maintaining information about a user that has been transmitted to a Server.
- M. Control – Maintaining information in a manner so that the information can be viewed, added, edited, deleted, and/or transferred by or to InBody for the purposes described in this ToS.

II. Analysis Facility Rights and Account Administration

- A. Subject to this ToS, InBody grants you the non-exclusive, non-transferable, revocable, limited right to access and use the Service and to view the InBody Content related to your body composition data obtained through a Product. You also have the right to modify, export, print, download and save the InBody Content.
- B. InBody grants you the Custody and Control of your Personal Information and Personal Health Information. The intellectual property rights of your Personal Information and Personal Health Information will remain under InBody's ownership, but Control and Custody over the Personal Information and Protected Health Information is granted to you.
- C. The InBody Content is provided to you for informational purposes pertaining to you.
- D. You are solely responsible for all activity that occurs on your App account. InBody will not be deemed or otherwise held liable for any loss or damages caused by a failure to maintain the confidentiality of your account credentials. At our sole and absolute discretion, we reserve the right to change any password if there is a risk that the password has been compromised or is used in violation of this ToS or with your consent for purposes of customer service troubleshooting.
- E. Prior to the termination, you shall immediately notify InBody by email of such termination so that InBody will have a reasonable period of time to deactivate your login credential and password. InBody shall not be deemed or otherwise held liable for any breaches of confidentiality stemming from your failure to give such reasonable notice to InBody.
- F. Changes to a login credential may only be made by us upon your request. If you want to change your login credential, please contact us at LBWeb@inbody.com.
- G. We may elect to disable and/or request the deletion of your account pursuant to the Termination section of this ToS.

III. Your Representations, Warranties, Restrictions and Obligations

- A. Except for:
 1. exporting, downloading, copying or printing your own body composition data analysis for personal use or for purposes of discussion; and
 2. editing your Personal Information, Personal Health Information, and data:

you may not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Services, or InBody Content, except as expressly permitted in this ToS. No licenses, rights, custody or control are granted to you by implication or otherwise under any intellectual property rights owned or controlled by InBody or its licensors, except for the licenses, rights, Custody and Control expressly granted in this ToS. You may not perform, attempt to perform or encourage or assist others in performing any of the following while accessing or using the Service: (a) use, display, mirror or frame the Service or any individual element within the Service, InBody's name, any InBody trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without InBody's express written consent; (b) access or tamper with non-public areas of the Service, InBody's computer systems or the technical delivery systems of InBody's service providers; (c) test the vulnerability of any InBody system or breach any security or authentication measures; (d) circumvent any technological measure implemented by InBody or any of InBody's service providers or any other third party (including another user) to protect the Service or InBody Content; (e) access the Service(s) through the use of any mechanism other than through the use of the Service; or (f) modify, decompile, disassemble, reverse engineer, tamper with or otherwise attempt to derive the source code of any software that InBody provides to you or any other part of the Service.

- B. You warrant and agree that, while using the Services, you shall not: (1) impersonate any person or entity or misrepresent your affiliation with any other person or entity; (2) insert your own or a third party's advertising, branding or other promotional content into any of the Services' content, redistribute, republish or exploit such content or service for any further commercial or promotional purposes without InBody's prior written and express permission; or (3) attempt to gain unauthorized access to other computer systems through the Services.
- C. You shall not: (1) engage in spidering, "screen scraping", "database scraping", harvesting of e-mail addresses, wireless addresses or other contact or personal information, or any other automatic means of obtaining lists of users or other information from or through the Services, including without limitation any information residing on any server or database connected to the Services; (2) obtain or attempt to obtain unauthorized access to computer systems, materials or information through any means; (3) use the Services in any manner with the intent to interrupt, damage, disable, overburden, or impair the Services, including, without limitation, sending mass unsolicited messages or "flooding" Servers with requests; (4) use the Services in violation of InBody's or any third party's intellectual property or other proprietary or legal rights, or otherwise violate InBody's or any third party's intellectual property or other proprietary or legal rights; or (5) use the Services in violation of any applicable law, including without limitation, any applicable privacy or anti-spam law. You further agree that you shall not attempt (or encourage or support anyone else's attempt) to circumvent, reverse engineer, decrypt, or otherwise alter or interfere with the Services, or any content thereof, or make any unauthorized use thereof. You agree that you shall not use the Services in any manner that could damage,

disable, overburden, or impair the Services or interfere with any other party's use and enjoyment of the Services. You shall not obtain or attempt to obtain any materials or information through any means not intentionally made publicly available or provided for through the Services.

- D. We may allow, at our sole discretion, you to post materials, comments, and any other content related to you, on the Site. Any content that is related to you, except Personal Information, Personal Health Information, and body composition information that is processed and/or analyzed by another facility, shall be considered “User Content”. You will retain all rights to the User Content that you may post to the Site; however, by submitting User Content, you grant to us a to a world-wide, perpetual, irrevocable, non-exclusive, and unrestricted license to copy, reproduce, adapt, transmit, edit, modify, or otherwise use, publicly display, distribute, translate and create compilations and derivative works from User Content (in any format or media); and waive all moral rights in and to all of User Content in favor of us and anyone authorized by us.
- E. You are responsible for any content contributed by you. You represent and warrant that the content you, and the use and provision of the content contributed by you on the Service, will not: (1) infringe, misappropriate, or violate a third party’s patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (2) violate, or encourage any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (3) be fraudulent, false, misleading or deceptive; (4) be defamatory, obscene, pornographic, vulgar, or offensive; (5) promote discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (6) be violent or threatening or promote violence or actions that are threatening to any person or entity; or (7) promote illegal or harmful activities or substances. You represent and warrant that you may edit, modify, delete, and add Personal Information and Personal Health Information for purposes of complying with this ToS, and you will not use this control in an inappropriate way.

IV. InBody Warranty Terms, Conditions and Exclusions:

- A. To the extent permissible by applicable law, you are responsible for any or all risks arising from the use of the App. InBody disclaims any other warranties, including but not limited to the warranties of merchantability, fitness for specific purposes, and implied warranty regarding ownership or non-infringement, whether expressed or implied, to the maximum extent permitted by the applicable laws.
- B. Support for any issues related to the App will be provided as long as the App subscription is active.
- C. InBody warrants that Personal Information collected from you will remain in your Custody and Control. InBody will have access to the Personal Information for purposes described in this ToS.
- D. Issues arising from the use or functions of the App may be directed to us for support. InBody does not warrant and/or guarantee a solution to your issue.
- E. Warranty for the Site applies to the support provided to you through phone, email, remote access, or any other virtual help. Cases that require in-person support will be treated as special cases and will be judged on a case by case basis.
- F. Repairs, troubleshooting, and/or remote access support will be provided to you whenever necessary, but understand that we may require additional support from our contracted third parties.
- G. Service to errors, bugs, or malfunctions shall not be provided when they result from:
 - 1. App, Service, or Product abuse, misuse, negligence, or an issue caused by you.
 - 2. Your failure to follow the installation, operation, or maintenance instructions described in the setup/user’s manual.
 - 3. Damage(s) caused by Acts of God (storm, flood, earthquake, etc.), power failures or surges, actions of third parties, and any other event to the Server or the physical location of the stored data, outside InBody’s reasonable control or not arising under normal conditions.
- H. **Cancellation.** You may cancel this ToS at any time by withdrawing your membership directly from the App’s Setup Menu. When you cancel your account under this ToS, you will also lose access to the App and to any new mobile data provided through the App or other Service.
 - 1. We may require your name, username, and/or phone number to confirm your identity and authorization to cancel your subscription.
 - 2. Following cancellation, we will not be held liable for:
 - a. misunderstanding between our support representative and you; and/or
 - b. no contact to our support representative by you
 which results in a breach of your Personal Information and/or Personal Health Information.

3. Please do not assume that your account has been canceled until you receive notice regarding confirmation of cancellation from InBody.
4. You may reinitiate your subscription at any time after cancellation following renewal of this ToS and any other agreements as may be required.
5. You further agree and understand that your cancelled account will be retained in a temporary archive for one (1) year following receipt of your notice of cancellation, during which time you are free to resume your subscription; you understand, however that following such one (1) year temporary account archive and suspension, your account will be permanently deleted and your data will become permanently unrecoverable.

V. Data Protection:

- A. You have the ability to review, analyze, edit, modify and delete information about your InBody Content.
- B. You are responsible for securing your Personal Information, exchanged content and media in your Custody and Control, according to the applicable law of your jurisdiction.
- C. You are responsible for all data that is inputted into the Site by you pursuant to your use of the Product, including the data that is transmitted through the Service. You represent and warrant that all data provided by you through the Site for processing or analysis is correct and true.
- D. You agree and understand that in the event your App subscription, including any trial versions, is cancelled or deleted, InBody shall nevertheless retain intellectual property rights to data provided/included in accordance with the terms and conditions in this ToS.

VI. Breach Notification and Incident Reporting

- A. Breach is defined as an impermissible use or disclosure under the Privacy Rule of Health Information Portability and Affordability Act (“HIPAA”) that compromises the security or privacy of Protected Health Information.
- B. **Data Breach Detection and Responding Policies.** We have technological and organizational measures in place to detect personal data Breach in our system.
- C. We have policies and procedures in place:
 1. to ensure that the personal data Breach is contained as soon as possible;
 2. to access the level of risk to data as soon as feasible;
 3. to inform you of the personal data Breach; and
 4. to notify supervisory authorities (applicable to your jurisdiction) and others of the Breach in accordance with applicable law.
- D. **NOTIFICATION. To Supervisory Authorities** - We will notify the supervisory authorities if deemed necessary according to HIPAA and its section 45 CFR §§ 164.400-414.
- E. If we determine that the Breach poses a real risk of significant harm to you, we will notify the Office of Inspector General in the prescribed form and manner and within the feasible amount of time after we determine that the breach has occurred.

VII. Information We Collect

- A. **Information We Collect from You:**
 1. App: When you register for the App, we require the following information: your name, email address, telephone number, age, height, weight, and gender.
 2. Product: Our InBody Body Composition Analyzer collects multiple data points from you and outputs information such as BMI, PBF, Lean Body Mass, Skeletal Muscle Mass, and level of Body Water. Accessories connected to the InBody Body Composition Analyzer collect and output many different data points. Results from the device and accessories are pooled together and associated with your registered ID and/or telephone number. If you wish to be left anonymous and unidentifiable, you may use the Product as a Guest. Height, weight, age, and gender are still required from a Guest user to process the data. The storage of your data on the Server allows you to track changes over multiple tests and multiple Service(s). A Guest user may not be able to track their results. Also, depending on the model of the Product, additional body composition measurement information may be stored, such as visceral fat level, and leg lean mass.
 3. Wearable devices: Wearable devices track a user’s sleep, calories, activity, and steps. You have the option to measure additional functions such as activity time, distance traveled, and calories burned. You may also selectively choose to hide any of the functionalities (except battery, time, and body composition analysis) from the screen of the Wearable device. The Ranking system function, derived from the Wearable device, in the App is available to you for purposes of comparing steps and/or scores activity with friends and family who have this

system available and turned on. This optional feature requires you to provide access to your contacts and opt-in to share results with the contacts through settings.

4. As it pertains to the Personal Information that you share about yourself to InBody using InBody’s Service directly, you agree that no Protected Health Information is included, and HIPAA does not apply to such Personal Information.

B. Information Collected Automatically: We may automatically collect the following information from your use of the Service(s) through cookies, web beacons, and other technologies: your domain name, browser type, operating system, web pages you view, links you click, your IP address, the length of time you visit our Site and/or use our App, mobile device, mobile number, and the referring URL, the webpage that led you to our Site, and other similar information. We may also have access to other data such as location, calls, mobile camera, photo gallery, and contacts, if you allow. Note that this information that is automatically collected does not include Protected Health Information.

C. Cookies and Other Collection Tools: We may use our cookies and other collection tools to track information about your use of our Site and other Services, or to track aggregate and statistical information about your activity. A cookie is a small file containing a string of characters that is sent to your computer when you visit a website, in this case the Site. When you visit the Site again, the cookie allows the Site to recognize your browser. Cookies may store user preferences and other information such as a login credential and/or password. You can reset your browser to refuse all cookies or to indicate when a cookie is being sent. Other technologies are used for similar purposes as a cookie on other platforms where cookies are not available or applicable. Some cookies allow us to make it easier for you to navigate our Site and other Services, while others are used to enable a faster login process or to allow us to track your activities on our Site. All cookies are allowed by default, but you can adjust this setting and clear cookies for all sites or for certain pages. You can disable or remove first-party and third-party cookie information and data. If you remove cookies, things like saved preferences on websites might get deleted and some website features or services may not function as well. But if you prefer, you can edit your browser options to block them in the future. The help portion of the toolbar on most browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie, and/or how to disable cookies altogether.

VIII. Use of Information

A. Collection of Your Information: for You

1. Personal Information is stored on the Server so that You can access data from the App.
2. We may have access to your data generated by your mobile phone, with your consent. This may include accessing and using:
 - a. Location – To allow your wearable device and phone to pair and report fitness level(s);
 - b. Camera – To allow you to take and share pictures;
 - c. Call – To make calls and to allow call notifications to be sent to your wearable Product;
 - d. Gallery – To allow you to share your images; and
 - e. Contacts – To allow you to track and rank your family and friends who use the App and the Product.
3. Your email address is used to send a temporary password if App credentials are lost; it may also be used for other services related to your password to confirm your identity.

B. Use of End User’s Information: by InBody

1. To serve you:
 - a. To provide support to inquiries made by you regarding the Service(s); In the case of an inquiry, name and/or ID will be used by us for identification purposes.
2. To give access to third parties to process that Personal Information:
 - a. Third parties that are affiliated with us may have access to Personal Information to process information and/or to provide services.
 - b. When the information is entered on the Product (that is connected to the internet), App or the Site, it automatically gets uploaded on the Server. Access to the Server is open to InBody and its contracted affiliates for the same purposes as InBody.

C. Other Uses of Personal Information: Other uses and disclosures of Personal Information not covered by this ToS, and permitted by applicable laws that apply to us, may be made with your consent or where permitted or required by applicable law. If we are authorized or required to use or disclose Personal Information, you or your legal representative may revoke that authorization in writing at any time, except to the extent that we have taken action relying on the authorization or if the authorization was obtained as a condition of obtaining your account, or if we are legally required to make a particular use or disclosure of your information.

- IX. Disclosure of Information:** We may share Personal Information with the following entities for the purposes described below, provided that our sharing of Personal Information and their use of Personal Information complies with HIPAA and other applicable state and federal privacy laws:
- A. Business transfers:** We may disclose Personal Information in connection with the sale, merger, sale of assets or reorganization of InBody or its affiliates. In such an event, all information will transfer to the acquiring company. Notice of such a transfer will be provided by posting to the Site or via another form of communication.
 - B. Third Parties:** We have a relationship with third-party service providers including, but not limited to, LookinBody Company and InBody Co., Ltd. They help us provide services to you, administer our business, and design, maintain, improve our Service(s), systems, procedures, protocols, and security. When we allow our contracted third-party service provider to have access to Personal Information, they are permitted to use it only for purposes that are consistent with this ToS. We ensure, through agreements in place, that these third parties have equivalent levels of protection established in their organizations for sturdy protection of such information. If a substantial change in our or any of our associate’s business model occurs that impacts the use of such information, updated terms will be provided. Below is the list of some of the third parties that may use Personal Information:
 - 1. Use of Personal Information: By LookinBody Company**
 - a. To administer and maintain the Server and thus the Personal Information contained therein;
 - b. To provide the highest level of support, if needed, to understand and solve any issue that may arise.
 - c. Improve InBody’s content;
 - i. The collection of Personal Information also helps create, develop, operate, deliver, and improve Services.
 - ii. To track and respond to safety concerns and to further develop and improve Services.
 - d. LookinBody Company may use the aggregated data, so they can administer and improve the Site, analyze trends and gather broad demographic information;
 - i. LookinBody Company may also use the aggregated data for various business purposes, including Service development and improvement activities.
 - 2. Use of Personal Information: By InBody Co., Ltd.**
 - a. InBody Co., Ltd. may share aggregated, de-identified data that does not identify you with partners and the public, in various ways, such as by providing research or reports about health and fitness or in connection with contests, challenges, or other events.
 - C. With Service Providers and Business Partners:** We may collaborate with other companies and individuals to perform services on our behalf. Any such subcontractor will be treated with and under the compliance of 45 CFR § 164.502(b). Examples of providers include data analysis firms, credit card processing companies, customer service and support providers, email and SMS vendors, web hosting and development companies and fulfillment companies. Companies may also include our co-promotion partners for Services that we jointly develop and/or market with. These third parties may be provided with access to the Personal Information needed to perform functions for us, but the use will be subject to contracts and agreements in place that protect the confidentiality of the information. Third party integration with our Services, such as Site, may require access to the Personal Information in a non-traditional manner which will be subject to different terms.
 - D. Law Enforcement:** We may disclose and report to law enforcement agencies information related to activities that we reasonably believe to be unlawful, or that we reasonably believe may aid a law enforcement investigation into unlawful activity. In addition, we reserve the right to release your information to law enforcement agencies if we determine, in our sole judgment, that the release of your information may help protect the safety or property of any person or entity.
 - E. Required or Permitted by Law:** We may disclose your information to others as required or permitted by law. This may include disclosing your information to governmental entities, or pursuant to court orders, subpoenas, warrant, summons or similar process.
 - F. Protection for Us and Others:** We may disclose the information we collect from you where we believe it is necessary to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the safety of any individuals, violations of this ToS, or as evidence in litigation in which we are involved.
- X. Data Retention and Deletion:** We and our affiliates actively retain Personal Information for ten years for the purposes described above or as permitted or required by applicable law. Personal Information is aggregated when your account become inactive, as defined below, for ten years. When Personal Information is aggregated, Protected Health

Information, name, ID, phone number, and email address are deleted permanently. Only the de-identifiable information is kept for development, improvement, and/or marketing purposes. Inactivity is defined by two requirements:

1. When a user is not logged in on the App; and
 2. When a user is not using the Product.
- A. Inactivity or cancellation of the subscription does not impact access to previous test results or the test results produced by InBody wearable products. If you are continuously using the Product, your information will be retained until you become inactive for ten years or delete the information by request or otherwise.
- B. Data can be deleted if you manually delete the test results on the App or upon account expiration.
- C. Deleting records and Personal Information is permanent; however, please note that in some cases we may be required to retain certain information where permitted or required by law, including, without limitation, if such information is the subject of a legal dispute. LookinBody Company may wait for a certain time before permanently deleting your records or Personal Information in order to help avoid accidental or malicious removal of information.
- D. **Backups:** A Backup is defined as data stored that matches the data on a Product(s). The Backup will be maintained for the lifetime of your App account or active LookinBody Web account until data is permanently deleted from the account. Data may be stored in the Backup even after someone deletes an user account or information to avoid accidental or malicious deletion of information. After a reasonable time period has passed, the data will be deleted permanently or restored if requested. After the data is deleted permanently, the Backup will be deleted, subject to any legal requirements.
- XI. **Data Accuracy:** InBody works hard to ensure that information is accurate. The method for updating Personal Information depends on the information source. Personal Information found on the App is entered by a user on the App or the Product.
- A. Your information which is deleted, updated, or added on the App is stored only on your phone.
- B. Any factors of the Personal Information that are dynamic (change frequently), for example Weight, Age or Phone Number, should be updated by you.
- XII. **Accessing and Correcting Personal Information:** You have full authority to add, update, or delete any part of your Personal Information.
- XIII. **Children's Privacy:** We are mindful that the Services will be attractive and of benefit to potential users under the age of 18 or age of majority within the given jurisdiction, and it is our policy, regardless of the jurisdiction in which the user is located, to ensure that parents or legal guardians can monitor data collected in respect of such minor users. Our Service(s) is available to users who are below the age of 18 or local jurisdiction age of majority. The parent or legal guardian of any user aged below 18 years of age is required to consent to the collection and use of his/her child's Personal Information and Personal Health Information at the time of registering and use of our Services. A parent or legal guardian of any child who has not attained 18 years of age or local jurisdiction age of majority can review his/her child's Personal Information and Personal Health Information, ask to have it deleted, and refuse to allow any further collection or use of the minor's information.
- XIV. **Safeguards:** We work very hard to protect the data you provide. We take reasonable and appropriate measures to protect the data you submit, including physical, organizational, and technological security measures. Furthermore, we promise to never sell Personal Information. Please be aware, however, that the Internet is a global communications vehicle open to threats, viruses, and intrusions from others. By entering into this ToS, you acknowledge that unintentional data loss may occur despite the best efforts made in good faith by InBody and its third-party affiliates.
- A. The purpose of access and process by the third-party affiliates in different jurisdiction will remain consistent with this ToS. Processing and access may be possible from other countries whose data protection laws may differ from the jurisdiction in which you are located. As a result, this information may be subject to access requests from governments, courts, or law enforcement in those jurisdictions according to laws in those jurisdictions.
- B. **Technical Safeguards:** We use a variety of security measures, including encryption and authentication tools to help protect your information. Third parties, including, but not limited to, LookinBody Company utilize extended levels of security to protect the electronic data.

- C. **Physical Safeguards:** We review our information collection, storage and processing practices, including physical security measures, to guard against unauthorized access to our office. Third Parties such as LookinBody Company restrict their offices to authorized personnel only, also other forms of restriction are applied to enter the department with access to the Server.
 - D. **Administrative Safeguards:** We restrict access to Personal Information and Personal Health Information to InBody employees, contractors, and agents who need to know Personal Information or Personal Health Information in order to process something for us. They are subject to strict contractual confidentiality obligations and may be disciplined or terminated if they fail to meet these obligations. Third parties are also required to limit the access to our Server(s) to authorized personnel only who use the information for the purposes indicated in this ToS.
- XV. **Incident Management:** InBody and its third-party affiliates have developed a comprehensive incident readiness and response plan designed to identify the cause, extent and nature of an incident involving Personal Information and Personal Health Information and to allow timely reporting in accordance with our contractual terms or legal obligations.
- XVI. **Anti-Discrimination:** We promise not to retaliate or discriminate against anyone exercising consumer rights under the California Consumer Protection Act or any other applicable consumer protection regulation, and we reserve the right to adjust our pricing based on services offered.
- XVII. **InBody's Rights**
- A. We are entitled at any time, without notice, to delete, disable or change your account and your right to access and use the App or any other Service in the event of your violation or suspected violation of this ToS or any applicable law
 - B. The InBody Content and the Services, including all underlying technology and intellectual property rights embodied therein, are and remain InBody's sole and exclusive property. You have Custody and Control of the functions of the Services provided to you, but the property rights belong to InBody. If you submit comments, ideas, or feedback to us, you agree that we can use them without any restriction or compensation to you. We do not waive any rights to use similar or related ideas or feedback previously known to us, developed by InBody or obtained from sources other than you.
 - C. The InBody Content, the Service and their underlying technology are protected by copyright, trademark, patent, intellectual property and other applicable laws of the United States.
 - D. Other than as expressly allowed herein, any commercial or promotional distribution, publishing or exploitation of the Services, or any content, code, data, or materials associated with the Services is strictly prohibited unless you have received the express prior written permission of InBody. Other than as expressly permitted herein, you may not download, post, display, publish, copy, reproduce, distribute, transmit, modify, perform, broadcast, transfer, create derivative works from, sell or otherwise exploit any such content, code, data or materials. You further agree that, except as expressly allowed herein, you may not alter, edit, delete, remove, otherwise change the meaning or appearance of, or repurpose, any of the content, code, data, or other materials on or available through the Services, including, without limitation, the alteration or removal of any trademarks, trade names, logos, service marks, or any other proprietary content or proprietary rights notices. You acknowledge that you do not acquire any ownership rights by downloading any copyrighted material from or through the Services. If you make other use of the Services, or the InBody Content, code, data or materials therein or available through the Services, except as otherwise provided above, you may violate copyright and other laws of the United States, as well as applicable provincial/territorial laws and may be subject to liability for such unauthorized use.
 - E. We are not obligated to monitor access or use of the Service, InBody Content, or User Content or to review or edit any InBody Content or User Content, but we have the right to do so for the purpose of operating the Service, to ensure compliance with this ToS, and to comply with applicable laws or other legal requirements. We may consult with and disclose unlawful conduct to law enforcement authorities; and pursuant to valid legal process, we may cooperate with law enforcement authorities to prosecute users who violate the law or this ToS. We reserve the right (but are not required) to remove or disable access to the Service, any InBody Content, or User Content at any time and without notice, and at our sole and absolute discretion, if we determine that the InBody Content, User Content or your use of the Service is objectionable or in violation of this ToS or any applicable law. We have the right to investigate violations of this ToS and any conduct that affects the Service.
 - F. Additional terms and conditions may apply to contests and other promotions sponsored by InBody. It is your responsibility to carefully review those terms and conditions.
 - G. We may at any time, in our own discretion and without notice, close, change, discontinue or reorganize any feature of component of the Services. We are not liable to you or to any third party for any modification, suspension or discontinuance of any feature or component of the Services. We reserve the right to determine the timing and content of

any updates to the Services, including without limitation software updates, which may be automatically downloaded and installed by InBody without further prior notice to you.

XVIII. Disclaimers

- A. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE INBODY SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, INBODY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF NON-INFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS. THE SERVICES MAY BE MODIFIED, UPDATED, INTERRUPTED, SUSPENDED OR DISCONTINUED AT ANY TIME WITHOUT NOTICE OR LIABILITY.
- B. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, INBODY DOES NOT MAKE ANY REPRESENTATION OR WARRANTY THAT: (1) THE SERVICES WILL BE COMPATIBLE WITH YOUR DEVICE AND SOFTWARE; (2) THE SERVICES WILL BE AVAILABLE OR WILL FUNCTION WITHOUT INTERRUPTION OR ERROR; (3) THE USE OF THE SERVICES WILL BE FREE OF ANY VIRUSES, TROJAN HORSES, WORMS OR OTHER DESTRUCTIVE, INTRUSIVE OR DISRUPTIVE COMPONENTS; (4) THE TRANSMISSION OF INFORMATION TO AND FROM THE SERVICES WILL BE SECURE; (5) THE USE OF THE SERVICES WILL NOT INFRINGE UPON THE RIGHTS (INCLUDING, WITHOUT LIMITATION, INTELLECTUAL PROPERTY RIGHTS) OF ANY PERSON; OR (6) THE USE OF THE SERVICES WILL NOT CAUSE ANY DAMAGE TO YOUR DEVICE, SYSTEMS, SOFTWARE OR ELECTRONICS.
- C. COMMENTS OR OPINIONS EXPRESSED REGARDING THE SERVICES ARE THOSE OF THEIR RESPECTIVE USERS ONLY. THE VIEWS EXPRESSED ON THE SERVICES AND IN USER CONTENT DO NOT NECESSARILY REPRESENT OR REFLECT THE VIEWS OF INBODY. INBODY IS NOT RESPONSIBLE FOR, AND DISCLAIMS LIABILITY IN RELATION TO, THE USER CONTENT POSTED, UPLOADED OR OTHERWISE SUBMITTED TO OR THROUGH THE SERVICES.
- D. SERVICES ARE OFFERED IN JURISDICTIONS WHERE THEY CAN BE LEGALLY OFFERED. THE SERVICES ARE NOT OFFERED OR SOLICITED BY ANYONE IN ANY JURISDICTION IN WHICH AN OFFER OR SOLICITATION CANNOT BE MADE LEGALLY.
- E. WE MAKE NO ENDORSEMENT, REPRESENTATION OR WARRANTY OF ANY KIND ABOUT ANY INBODY SERVICE(S). NOTWITHSTANDING THE FOREGOING, INBODY MAY AT ANY TIME INVESTIGATE AND EDIT (INCLUDING ANONYMIZING) PROCESSED DATA IF SUCH ACTIONS ARE (1) PROMPTED BY THIRD PARTY REQUESTS; (2) REQUIRED UNDER APPLICABLE LAW; OR (3) NECESSARY FOR COMPLIANCE WITH THIS AGREEMENT. WE ARE NOT RESPONSIBLE FOR THE ACCURACY, RELIABILITY, EFFECTIVENESS, OR CORRECT USE OF THE INBODY SERVICE(S). IF YOU RELY ON ANY INBODY SERVICE(S), YOU DO SO SOLELY AT YOUR OWN RISK.
- F. WE MAKE NO REPRESENTATION OR WARRANTY THAT THE INBODY SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. WE MAKE NO WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF THE INBODY SERVICE. YOU ACKNOWLEDGE AND AGREE THAT IF YOU RELY ON ANY INBODY CONTENT OR THE SERVICE, YOU DO SO SOLELY AT YOUR OWN RISK.

XIX. Limitation of Liability

- A. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER INBODY NOR THEIR RESPECTIVE SUPPLIERS OR LICENSORS, NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICE, SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR DAMAGES FOR THE USE OF OR INABILITY TO USE THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING (1) LOSS OF PROFITS, CONTRACTS, TURNOVER, BUSINESS, BUSINESS OPPORTUNITY, LOSS OR CORRUPTION OF DATA OR RECOVERY OF DATA, GOODWILL, SECURITY BREACH, ANTICIPATED SAVINGS OR REVENUE (REGARDLESS OF WHETHER ANY OF THESE ARE DIRECT, INDIRECT OR CONSEQUENTIAL); (2) ANY LOSS OR DAMAGE ARISING IN CONNECTION WITH LIABILITIES TO THIRD PARTIES (WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL); OR (3) ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.
- B. IN NO EVENT WILL INBODY'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE AMOUNTS YOU HAVE PAID TO INBODY FOR USE OF THE SERVICES OR ONE HUNDRED DOLLARS (\$100), IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO INBODY, AS APPLICABLE.

C. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN INBODY AND YOU.

XX. **Indemnity:** You will indemnify and hold harmless InBody and their respective, officers, directors, shareholders, employees and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable attorneys' fees arising out of or in any way connected with (1) your access to or use of the App and/or Services, (2) modification or deletion of any information related to you by you; (3) the termination or suspension of your account by you or at your request; (4) the termination or suspension of your account by us in connection with a breach of this ToS; (5) your breach of any representations, warranties or agreements made by you hereunder or (6) your breach of any other provision of this ToS. We reserve the right to assume control of the defense of any third-party claim that is subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

XXI. **Term and Termination**

- A. You may elect to disable and/or request the cancellation of your account and any and all associated data from the Services by submitting a written request via email to LBWeb@inbody.com. An email or phone request to cancel your account to any InBody representative alone will not constitute a proper request for cancellation. Your account will remain active until the end of the month following your receipt of a confirmation notice of cancellation from an agent of InBody.
- B. You will have the ability to modify or delete any and all data or InBody Content related to you.
- C. We may, at our sole and absolute discretion, terminate your ability to access and use the App and/or Services or cancel your account, at any time for any reason or no reason without notice or liability to you. If we do so, any rights granted to you herein will immediately cease.
- D. Your license to use the App and/or Service is subject to your compliance with any agreements that we may have with you for payment of fees, such as this ToS. If you default in payment of any fees to us or otherwise breach this ToS, we shall have the right to suspend your ability to use the App and/or Service and any ability to use the App or Service (whether through the Site, extension of the Site, Product, or otherwise), until such default or breach is cured to our satisfaction; we shall assume no liability for any damages stemming from such suspension.
- E. If you violate this ToS, we reserve the right to deactivate or cancel your account, at our sole and absolute discretion, at any time and without notice or liability to you. Upon any such cancellation, we may delete any data related to you and other information related to your account.

XXII. **Dispute Resolution**

- A. Governing Law: The resolution of any disputes between you and InBody arising out of or relating to this ToS or a breach thereof (collectively, the “Disputes”) shall be governed by and construed in accordance with the laws of the State of California without regard to its conflict of laws principles.
- B. Informal Dispute Resolution: We want to address your concerns without needing a formal legal case. Before filing a claim against InBody, you agree to try to resolve the Dispute informally by contacting LBWeb@inbody.com. We'll try to resolve the Dispute informally by contacting you through email. If a Dispute is not resolved within fifteen (15) business days after submission, you or InBody may bring a formal proceeding.
- C. Any unresolved Dispute shall be settled by binding arbitration administered by JAMS in accordance with its Streamlined JAMS Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. If all parties to the Dispute agree, a mediator involved in the parties' mediation may be asked to serve as the arbitrator. The arbitrator(s) will have no authority to award punitive, consequential, incidental or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. The arbitration shall be held exclusively in Los Angeles County, California.
- D. No Class Actions: You may only resolve Disputes with InBody on an individual basis and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are hereby waived by the parties to this ToS.
- E. Judicial Forum for Disputes: In the event that the agreement to arbitrate is found not to apply to you or your claim, you and InBody agree that any judicial proceeding (other than small claims actions) will be brought in the federal or state courts of Los Angeles County, California. Both you and InBody consent to venue and personal jurisdiction of the courts there. We both agree to waive our right to a jury trial.
- F. Limitation on Claims: Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the Services must be filed within one (1) year after such claim or cause of action arose, or else that claim, or cause of action will be barred forever.
- G. Confidentiality: You and we shall keep confidential any information exchanged during the arbitration as well as the decision of the arbitrator made with respect to any Disputes arbitrated under the arbitration clause in this ToS and, with

the exception of disclosure to your or our attorneys, accountants, auditors, and other legal or financial advisors, shall not disclose such information or decision to any other person unless required to do so by law.

XXIII. Copyright Dispute Policy

- A. We respect the intellectual property rights of others and expect you to do the same. It is our policy, in appropriate circumstances and at our discretion, to disable and/or terminate accounts of users who repeatedly infringe the copyrights of others. If you are a copyright owner, or are authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, and believe that any material available on or through the Services, including Applications, Products, InBody Content, Materials, User Content, posts or materials on user forums, or any other content (collectively referred to as “**Disputed Content**”), infringes upon your copyrights, you may report alleged copyright infringements by providing the information in the following Notice of Alleged Infringement (“**Notice**”) and delivering it to InBody’s Designated Copyright Agent identified below. Upon receipt of the Notice, we will take whatever action, in our sole and absolute discretion, we deem appropriate, including removal of the Disputed Content. If we remove or disable access in response to such a notice, we may in our sole discretion notify the owner or administrator of the Disputed Content. We reserve the sole and absolute right to remove any content, including without limitation any Disputed Content, from the Services at any time and for any reason.
- B. Please note that filing a report of intellectual property infringement is a serious matter with legal consequences. Any person who knowingly materially misrepresents that material or activity is infringing could be liable for damages. Accordingly, if you are not sure whether material available online infringes your copyright, we suggest that you first contact an attorney. You acknowledge that if you fail to comply with all of the notice requirements below, your copyright notice may not be valid.
- C. **Notice of Alleged Infringement.** Identify the copyrighted work that you claim has been infringed, or - if multiple copyrighted works are covered by this Notice -you may provide a representative list of the copyrighted works that you claim have been infringed. Identify the material that you claim is 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, including at a minimum, if applicable, the URL of the link shown on the Site where such material may be found. Provide your mailing address, telephone number, and, if available, email address. Note that we may provide your contact information, including your name and email address, the name and address of the owner of the right in question, and/or the contents of your report to the person who posted the material you are reporting. Include both of the following statements in the body of the Notice: “I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use or dealing).” “I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed.” Provide your full legal name and your electronic or physical signature. Deliver this Notice, with all items completed, to InBody:

Attn: Product Support
Biospace dba InBody Inc.,
13850 Cerritos Corporate Dr., Unit C,
Cerritos, CA 90703

XXIII. Trade Compliance: The export of any product and software purchased from InBody must be made in accordance with all relevant rules and regulations set forth by InBody. You are not allowed to export or be associated in any export of product(s) outside of the United States.

XXIV. Marketing: By entering into this ToS, you agree to be identified as an user of InBody, and you agree that InBody may refer to you by name, trade name and trademark, if applicable, and may briefly describe your business in InBody’s marketing materials and website. You hereby grant InBody a fully-paid, irrevocable, perpetual, world-wide license to use your name and any of your trade names, trademarks, logos solely in connection with the rights granted to InBody pursuant to this marketing section.

XXV. Contact: For any inquiry, information, or request, unless otherwise specified in this ToS, please contact us at the following:

LBWeb@inbody.com
(323) 932-6503
13850 Cerritos Corporate Dr. Unit C
Cerritos, CA 90703

XXVI. General

- A. This ToS constitutes the complete and exclusive agreement between you and InBody concerning your use of the App and Services and supersedes and replaces all prior oral or written understandings, proposals, agreements or other communications between you and InBody regarding the Services provided by us. If for any reason a court of competent jurisdiction finds any provision of this ToS invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of this ToS will remain in full force and effect.
- B. You may not assign or transfer this ToS, by operation of law or otherwise, without InBody's prior written consent. Any attempt by you to assign or transfer any of the aforementioned without such consent will be deemed void. InBody may freely assign or transfer this ToS without restriction. Subject to the foregoing, this ToS will bind and inure to the benefit of the parties, their successors and permitted assigns.
- C. Nothing contained in this ToS can be construed as creating any agency, partnership or other form of joint enterprise between you and InBody. Our failure to require your performance of any provision hereof will not affect our full right to require such performance at any time thereafter, nor may our waiver of a breach of any provision hereof be taken or held to be a waiver of the provision itself.
- D. Any notices or other communications provided by InBody under this ToS, including those regarding modifications to this ToS, will be given: (1) via email; or (2) by posting to the Site. For notices made by e-mail, the date of receipt on the message will be deemed the date on which such notice is transmitted.

XXVII. Links: The Site may provide links to other sites that provide information related to our App and Services. Once you link to another site, you are subject to the policies of the new site. You can also find a list of Services at our website www.inbody.com.

XXVIII. Update: We reserve the right to change and amend any part of this ToS at any time and without prior notice unless such change is deemed material to our relationship, in which case we shall provide notice to you, along with updates to this ToS. Details of these updates will be made available on the Site. We advise you check the Site from time to time to make sure that you agree with any changes and amendments. Your continued use of our Services constitutes your acceptance of this ToS and any updates.