

## Terms of Use

**Effective upon:** March 1, 2024

**Last updated:** March 1, 2024

### Introduction

Monte Rosa, Inc. o/a RYA Health (“**RYA Health**” or “**us**”, “**we**”, “**our**”) has implemented these Terms of Use to govern your use of the website, [www.ryahealth.ai](http://www.ryahealth.ai) (the “**Website**”), and any related software, applications, webpages, and any information and content relating to the foregoing, including without limitation, HTML, software, code, data, text, documents, images, photographs, videos, icons, and designs (collectively, the “**Content**”).

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE WEBSITE OR THE CONTENT, YOU INDICATE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS OF USE. If you do not agree to these Terms of Use, then you have no right to access or use the Website or the Content. If these Terms of Use are being entered into by a corporation or other legal entity, you represent that you have the authority to enter into these Terms of Use to bind such entity and its affiliates to these Terms of Use as its authorized representative, in which case the terms “you” or “your” refer to such entity and its affiliates as well as you.

The Website and the Content are not intended for use by minors (being individuals who are not of legal age in the jurisdiction in which they reside). If you are a minor, you should only use the Website and the Content with the permission and under the supervision of a parent or guardian.

### Privacy Policies

Our privacy policy is available at [www.ryahealth.ai](http://www.ryahealth.ai). Your access to and/or use of the Website and the Content is subject to the privacy policy applicable to you in your jurisdiction. You acknowledge that you have read such privacy policy, and you hereby consent to the collection, use, and disclosure of your personal information (which may also be referred to as your “personal data”, or similar, depending on the policy) for the purposes therein identified. You also grant us permission to anonymize or combine your personal information, if any, with that of others in a way that does not identify you or any individual personally for any business reason in our sole discretion, including without limitation to improve the Website or the Content.

### License to Use

Subject to your compliance with these Terms of Use, we grant you a limited non-exclusive, non-transferable, non-assignable and non-sublicensable license to access and use the Website and Content. This license is granted for the sole purpose of enabling you to use and enjoy the benefit of the Website and Content as provided by RYA Health, in the manner permitted by these Terms of Use.

### Service Limitations

In addition to the set-up and operating requirements, there are certain other circumstances that may limit the availability or effectiveness of the Website or Content.

- Service Area - The Website and Content is currently configured for use in Canada and the United States only, and is not intended for use outside of Canada and the United States.
- Service Interruptions - The Website and Content can be interrupted for any reason that disrupts internet access or GPS capabilities, including in the event of:
  - electrical power outages
  - natural disasters

- o electronic interference
- o an outage affecting the data transport service
- o failure of originating or terminating access lines
- o network congestion and/or reduced routing speed RYA Health's network or another network (for example, due to spikes in call volume in the wake of local or national disasters), causing failed calls, busy signals or unexpected answering wait times (which may be longer than emergency calls placed via traditional telephone networks)
- o compatibility issues
- o equipment failures relating to your equipment or RYA Health's equipment, including, hardware or software failures or misconfiguration affecting RYA Health, its offices, data centers, and/or any of its service providers

#### Acknowledgements

YOU AFFIRM THAT YOU HAVE READ THE FOREGOING AND ACKNOWLEDGE THAT:

- RYA HEALTH DOES NOT AND CANNOT GUARANTEE THAT THE WEBSITE OR CONTENT WILL BE CONTINUOUS OR ERROR-FREE. FOR EXAMPLE, THE WEBSITE WILL NOT BE AVAILABLE OUTSIDE OF THE SERVICE AREA OR UNDER CIRCUMSTANCES SET FORTH ABOVE.
- IF YOUR MOBILE OR DATA PLAN SERVICES OR ACCESS TO THE INTERNET OR OUR WEBSITE IS/ARE SUSPENDED, CANCELLED OR TERMINATED (E.G., AS A RESULT OF BILLING ISSUES OR OTHER BREACH), YOU MAY NOT BE ABLE TO USE SOME OR ALL OF THE WEBSITE OR CONTENT.
- YOU ARE EXCLUSIVELY RESPONSIBLE FOR YOUR USE OF THE WEBSITE OR CONTENT. ABUSE OF THE WEBSITE MAY SUBJECT YOU TO CIVIL AND CRIMINAL FINES AND PENALTIES.

#### International Users

The Website and Content is controlled and operated within Canada and the United States and is not intended for use outside of Canada or the United States. You are hereby prohibited from accessing or using the Website or Content from any jurisdiction where the Website or any of the features, functionality, tools, content thereof, is illegal. If you choose to access the Website from a location outside of Canada or the United States, you do so at your own risk and you are solely responsible for compliance with applicable laws, rules and regulations, including export laws and any regulations and local laws regarding online conduct and content.

#### Information and Profile

If you opt to use the Website or any of the Content, you agree to provide accurate, current and complete personal information about yourself as required, and to promptly correct, update, or complete this personal information as required. You acknowledge and agree that we shall have no liability associated with or arising from your failure to maintain and update your personal information including but not limited to your failure to receive any information with respect to the Website or any of the Content.

You agree and authorize us to take any necessary steps in order to verify the personal information you provide. If there are reasonable grounds to suspect any or all of the information you provide is inaccurate, not current, or incomplete, we reserve the right to suspend or terminate your current and future access to and use of the Website and the Content.

You agree that we may rely on the information you provide to send you information and notices regarding the Website and/or the Content. If you register for any of our mailing lists, you agree that we may email

you newsletters and promotional material. You may unsubscribe from the newsletters and other promotional material by following the unsubscribe link contained in such emails.

If you create an account or profile (a "**Profile**") on the Website:

- (a) you are solely responsible for your Profile, including without limitation the confidentiality and security of your Profile and all passwords related to your Profile, and any and all activities that occur under your Profile, including all activities of any persons who gain access to your Profile with or without your permission; and
- (b) you agree to immediately notify us of any unauthorized use of your Profile or any other breach of security with respect to your Profile, and you agree to provide assistance to us, as requested, to remedy any breach of security related to your Profile.

#### Access

Certain areas of the Website or the Content (including without limitation any areas reserved for those who have created a Profile on the Website) may be restricted from access by you at any time, for any reason, without notice to you, in our sole and absolute discretion.

#### Conduct

You must comply with all applicable laws and regulations, and take all other required and appropriate actions in connection with your use of the Website and the Content.

You agree not to do any of the following:

- (a) use the Website or the Content for any illegal purpose in violation of any applicable municipal, provincial, territorial, federal or international law;
- (b) use the Website or the Content in a way that could harm, damage, or disrupt the Website, the Content, our goods/services, or our business;
- (c) use the Website or the Content in a way that would adversely impact use of the Website or the Content by other users;
- (d) message, submit, upload, request, deliver, provide, or transmit any text, graphics, images, messages, information or other material that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of privacy; (ii) violates or constitutes any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is unlawful, abusive, tortious, pornographic, libelous, defamatory, obscene, pornographic, hateful, vulgar, offensive or racially or ethnically objectionable; (iv) promotes discrimination, exploitation, bigotry, racism, hatred, harassment or harm against any individual or group; (v) is violent, abusive, or threatening, or promotes violence, harassment, or actions that are threatening to any living thing; or (vi) promotes illegal or harmful activities or substances;
- (e) collect, use, disclose, or store personal information about any other individuals without their consent;
- (f) upload or otherwise disseminate any computer viruses, malware, or software that may damage the property of another;
- (g) reverse engineer, or attempt to reverse engineer or disassemble any Content;
- (h) use the Website or the Content for any commercial, advertising, or marketing purpose or in any manner not permitted by these Terms of Use;

- (i) violate the security of the Website through any unauthorized access, circumvention of encryption or other security tools, data mining or interference to any host, user or network;
- (j) violate any applicable law or regulation or any person's legal rights; or
- (k) encourage or enable any other individual or other person to do any of the foregoing.

You are responsible for the content you provide on the Website or the Content.

We reserve the right to delete or remove any content you provide that may breach these Terms of Use, and to remove, suspend, or block any user or Profile that engages in any breach of applicable law or these Terms of Use.

If you believe that another user has violated these Terms of Use, or otherwise acted inappropriately, you may report the user to RYA Health at [jennheil@monte-rosa.co](mailto:jennheil@monte-rosa.co). RYA Health reserves the right, but assumes no obligation, to investigate and take appropriate action in response to such reports. Regardless of its action or inaction, in no event will RYA Health be liable for the acts or omissions of any user or any third party.

If you are a California resident, you may also report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210. See the "California Residents" subsection below for the full information required under California Civil Code §1789.3.

RYA Health reserves the right to investigate and prosecute violations of any and all reports, complaints and claims, or otherwise suspected misconduct or violations of the law to the fullest extent of the law.

Without limiting the foregoing, you acknowledge that RYA Health has the right, but not the obligation, at any time and without prior notice, to monitor access to or use of the Website or Content, to access, review, preserve and disclose any Content, or to remove or disable access to any Content, if we believe in good faith that it is reasonably necessary (i) to comply with any law or regulation or satisfy any legal process or governmental request (for example, a subpoena, warrant, order or other requirement of a court, administrative agency or other governmental body), (ii) to respond to claims asserted against RYA Health, (iii) to enforce and to ensure a user's compliance with the Terms of Use, including the investigation of potential violations, (iv) to conduct risk assessments, and prevent, detect and investigate incidents of fraud, security and technical issues, (v) to protect the rights, property or safety of RYA Health, its users or members of the public, and (vi) for the purpose of operating and improving the Website and Content (including for customer support purposes).

You agree to cooperate with and assist RYA Health or its representative in good faith, in any such investigations, including by providing us with such information as we may reasonably request.

### Fees and Payment Terms

YOU ARE RESPONSIBLE FOR PROVIDING RYA HEALTH WITH VALID CREDIT CARD OR OTHER PAYMENT ACCOUNT DETAILS AND FOR THE TIMELY PAYMENT OF ALL FEES. Please note that the payment information, including name and contact information, that you submit when you register may be used and shared with our payment processing services provider and otherwise used in accordance with our privacy policy or policies.

We may contact you via email regarding your account, for example, in connection with a problem with your credit card or other payment account.

Unless RYA Health agrees or states otherwise in writing, all fees and charges are nonrefundable.

### Intellectual Property

The Website, the Content, and any portion thereof, are protected by copyright, trademark, trade secret and other proprietary and intellectual property rights and laws. Such laws may be violated by unauthorized access and/or use of the Website or the Content. Users of the Website or the Content are solely responsible for ensuring that they comply with any applicable intellectual property laws, including without limitation copyright, trademark, and patent laws. We do not grant any license or other authorization to you under or to any of our trademarks or other copyrightable material or other intellectual property, unless we otherwise expressly agree in writing. Except as expressly provided in these Terms of Use, the Website and the Content may not be copied, reproduced, distributed, posted, downloaded, displayed, presented, transmitted, republished, modified, or otherwise exploited or used in any form or by any means without our prior express written consent

For information about obtaining consent to use any Content, please contact us at [jennheil@monte-rosa.co](mailto:jennheil@monte-rosa.co).

Your posts and content must be your own, or authorized by the third party owner of that content, and must not infringe on or violate any third party's rights. By sharing information, content, or other subject matter on the Website or the Content, including without limitation by posting text, images, or videos to the Website, you agree that you are the author of that information, content, or other subject matter, or that you have the express right to post it to the Website, and you agree to waive and release all moral rights that may exist in that information, content, or other subject matter, and you grant us the non-exclusive, worldwide, irrevocable, royalty-free, sub-licensable right to use, host, reproduce, adapt, publish, translate and distribute it in any and all media.

Names, words, logos, designs, graphics, titles, phrases, trademarks and the like displayed on the Website or in the Content may constitute our registered or unregistered trademarks, or that of third parties that have granted us a license to use such marks.

For information about obtaining consent to use such trademarks, contact us at [jennheil@monte-rosa.co](mailto:jennheil@monte-rosa.co).

### Third Party Content

We are not responsible for and do not endorse, authorize, approve, certify, maintain, or control the content of any third party goods or services that may be referred to in, used by, or linked to, the Website or the Content. We do not make any representation or warranty of any kind, express or implied, regarding any third party goods or services, including, without limitation: (i) any representation or warranty regarding the legality, use, accuracy, currency, reliability, completeness, efficacy, timeliness, applicability, performance, security, or availability of any information or content on or in such third party goods or services; (ii) any representation, warranty or condition regarding the merchantability and fitness for a particular purpose of any third party goods or services; or (iii) any representation or warranty that the operation of such third party goods or services will be uninterrupted or error free, that defects or errors in such third party goods or services will be corrected, or that such third party goods or services will be free from viruses or other harmful components.

We are not responsible or liable for any loss or damage caused as a result of your use of any third party goods or services referred to in, used by, or linked to, the Website or the Content, nor are we responsible for the privacy practices of such third parties.

### Feedback

We may provide you with a mechanism to provide feedback, suggestions and ideas, if you choose, about our Website and Content ("**Feedback**"). You agree that we may, in our sole discretion, use the Feedback you provide to us in any way, including in future modifications of the Website, the Content, and/or advertising and promotional materials relating thereto. You hereby grant to us a perpetual, worldwide, fully transferable, irrevocable, royalty-free license to use, reproduce, modify, create material enhancements or improvements from, distribute and display the Feedback in any manner and for any purpose.

#### Disclaimers

Your use of the Website is at your own risk. The Website and the Content are provided "as is", without warranties or conditions of any kind, whether express or implied. To the fullest extent possible under applicable law, we disclaim all warranties and conditions, whether express or implied, statutory or otherwise, including without limitation implied warranties or conditions of merchantability and fitness for a particular purpose or use and warranties or conditions of title, non-infringement or other non-violations of rights.

We do not warrant or make any other representations regarding the use, accuracy, currency, completeness, timeliness, efficacy, applicability, performance, security, availability or reliability of the Content, the Website, the results from use of the Website or the Content, or otherwise regarding the Content or the information, content, or other subject matter on any websites linked to the Website.

Additionally, unless otherwise expressly stated, nothing contained on the Website or the Content shall be construed as providing advice (medical or otherwise) to you.

#### Limitation of Liability

Under no circumstances shall we (including our affiliates, officers, directors, employees, contractors, agents, and successors) be liable to you or to any third party for any indirect, general, special, consequential, incidental, compensatory (whether expectation or consequential), liquidated, pecuniary, punitive, aggravated, or nominal damages or losses, or any other damages or losses of any kind whatsoever, including without limitation damages relating to negligence; telecommunication failures; Website maintenance; internet delays or limitations; errors, mistakes, or omissions or inaccuracies in the Content; loss; corruption; security or theft of data; viruses; spyware; lost revenue or profits; lost or damaged data; or economic loss; regardless of the cause of action, arising directly or indirectly from the Website or the Content, including without limitation the access or use of, or the inability to access or use, any or all of the Website or the Content. Notwithstanding anything to the contrary contained herein, our liability to you for any direct damages arising from or related to these Terms of Use (for any cause whatsoever and regardless of the form of action) will at all times be limited to one hundred Canadian dollars (\$100.00). The foregoing limitations shall apply to the fullest extent permitted by law in the applicable jurisdiction.

#### Indemnity

By accessing and/or using the Website or the Content, you agree to indemnify, hold harmless and defend us and our affiliates, and their respective officers, directors, employees, contractors, agents, and successors from and against any liabilities, costs, demands, causes of action, damages and expenses (including reasonable legal fees and disbursements) that may arise from your use of the Website or the Content, or those that are in any way related to your breach of any of the provisions of these Terms of Use.

You agree that, at RYA Health's option, you will conduct the defense of any such claim or action; provided that, notwithstanding our election that you conduct the defense, (i) RYA Health may nevertheless participate in such defense or settlement negotiations and pay its own costs associated therewith, and (ii) you will not enter into any settlement or other compromise without the prior written approval of RYA

Health (which approval shall not be unreasonably withheld), unless such settlement or other compromise includes a full and unconditional release of the relevant parties from all liabilities and other obligations in respect of such claim or action.

### Warranties

You represent and warrant to RYA Health that:

- you have the power and authority to accept and agree to these Terms of Use;
- you own or control all of the rights necessary to grant the rights and licenses granted herein;
- you will not violate any federal, state or local laws, rules or regulations or infringe, misappropriate or violate the rights of any third party, including, any intellectual property, privacy or publicity-related rights, in connection with your access to or use of the Website and Content;
- the exercise by RYA Health of the rights granted by you hereunder will not cause RYA Health to violate any applicable laws, rules or regulations, or to infringe or misappropriate the rights of any third party; and
- all account information provided by you will be complete, accurate and up-to-date when provided, and updated as necessary to ensure that it remains complete, accurate and up-to-date.

### Basis of the Bargain

You acknowledge and agree that the warranty, disclaimers, and limitations of liability set forth above are essential elements of the basis of the bargain between RYA Health and you, and will survive and apply even if your remedies are found or alleged to have failed of their essential purpose.

### Exclusions

Nothing in these Terms of Use is intended to exclude or limit any condition, warranty, right or liability which may not be lawfully excluded or limited. Some jurisdictions do not allow the exclusion of certain warranties or conditions or the limitation or exclusion of liability for loss or damage caused by negligence, breach of contract or breach of implied terms, or incidental, special, indirect or consequential damages, or exclusion of liability for loss or damage from death or personal injury. Accordingly, only the above limitations in these Terms of Use that are lawful in your jurisdiction will apply to you, and our liability will be limited to the maximum extent required by law.

### Dispute Resolution

You agree to endeavour to resolve any dispute, claim or controversy arising out of or relating to these Terms of Use, or the Website or the Content, by negotiations; however, if a dispute is not resolved by negotiation within twenty (20) days of commencing negotiations, the dispute shall be submitted to arbitration by a single independent arbitrator who is acceptable to both you and us and whose expenses will be shared equally by you and us. If an arbitrator is not appointed within fourteen (14) days after the service by one party upon the other of a notice requesting that it concur in such appointment, the ADR Institute of Canada will appoint an arbitrator. The determination of the arbitrator will be conclusive, final and binding on you and us. The *Arbitration Act* (British Columbia) or successor legislation will apply to the arbitration. Notwithstanding the foregoing, each party shall retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other proprietary or intellectual property rights.

### Termination

We may terminate these Terms of Use, including any licenses contained or granted herein, at any time. Upon termination, you must cease to access and/or use the Website and the Content. This includes, without limitation, the obligation to destroy all content, and all related documentation and all copies thereof, which you obtained from the Website and the Content, whether under these Terms of Use or otherwise, if so requested by us, and the obligation to take any additional or alternative reasonable steps that we may direct in respect of the termination.

### Modifications and Updates to the Website and Content

RYA Health reserves the right, in its sole discretion, to modify or discontinue offering the Website and/or Content, in whole or in part, including any features, functionality, tools or content thereof, at any time, for any reason or no reason, with or without notice to you. We also retain the right to impose limits on your use and storage of the Content at our sole discretion at any time without prior notice to you.

You agree that RYA Health has no obligation to provide any updates or to continue to provide or enable any particular features, functionality, tools or Content, and will not be liable with respect to any such modifications, discontinuance or deletions.

### Amendment

We may amend these Terms of Use at any time by posting new Terms of Use on the Website. The amended Terms of Use shall automatically be effective when posted. We will post notice that the Terms of Use have been amended on the landing page of the Website for thirty (30) days. The date of the version of these Terms of Use is stated at the top of the page. You agree to review such Terms of Use on a regular basis.

### Electronic Communications

When you visit the Website or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this Website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing.

### Severability

If any provision of these Terms of Use is held to be unenforceable, in whole or in part, by an applicable court of law, such holding will not affect the validity of the other provisions of the Terms of Use.

### No Waiver

At no time do we waive our rights to enforce any terms or conditions as set out in this Terms of Use, even if any provision of the Terms of Use have been previously breached or unenforced.

### Governing Law

These Terms of Use and the access to and use of the Website and the Content shall be governed by the laws of the Province of British Columbia and the laws of Canada applicable therein, without regard to its conflict of law provisions. You agree to submit and attorn to the exclusive jurisdiction of the Courts of the Province of British Columbia, Canada.

### Entire Agreement

These Terms of Use, including our privacy policy or policies applicable to you, constitute the entire and exclusive understanding and agreement between you and RYA Health regarding your access to and use



of the Website and Content and supersede and replace any and all prior or contemporaneous oral or written understandings or agreements between you and RYA Health and regarding the subject matter hereof.

#### Assignment

You may not assign, transfer, delegate or sublicense any of your rights or obligations under these Terms of Use, including by operation of law or merger or consolidation, without our express prior written consent, which may be granted or withheld in our sole discretion. Any attempted assignment, transfer, delegation or sublicense without the foregoing consent will be null and void. RYA Health may assign, transfer, delegate and/or sublicense our rights and obligations under these Terms of Use, in whole or in part, in its sole discretion, without restriction.

Subject to the foregoing, these Terms of Use will bind and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns, as applicable.

#### No Agency

Except as otherwise expressly set forth herein, no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms of Use.

#### Survival of Terms

Any provisions of these Terms of Use that contemplate performance or observance subsequent to the expiration or termination of these Terms of Use shall survive such expiration or termination.

#### Remedies

Except as expressly set forth in these Terms of Use, the exercise by either party of any of its remedies under the Terms of Use will be without prejudice to its other remedies available under contract, at law, in equity or otherwise.

#### Headings

The headings in these Terms of Use are for reference purposes only and do not limit or otherwise affect the meaning or interpretation of any of the provisions hereof.

#### Third-Party Beneficiaries

Except as otherwise expressly set forth herein, these Terms of Use do not and are not intended to confer any rights or remedies upon any person other than the parties hereto.

#### California Residents

Pursuant to California Civil Code §1789.3, California residents are also entitled to the following specific consumer rights notice:

Complaints regarding the Website or Content or requests to receive further information regarding use of the Website or Content may be sent to [jennheil@monte-rosa.co](mailto:jennheil@monte-rosa.co).

The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Boulevard, Suite N112, Sacramento, CA 95834 or by telephone at (916) 445-1245 or (800) 952-5210. Hearing impaired persons may call TDD (800)-326-2297 or TDD (916)-928-1227, see [www.dca.ca.gov](http://www.dca.ca.gov) for additional information.

#### Contact Us

For more information about these Terms of Use or any information or questions regarding the Website or the Content, please contact us at [jennheil@monte-rosa.co](mailto:jennheil@monte-rosa.co).

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