****

**TERMS OF USE**

**GOVERNING THE NOVOLIVER® WEBSITE AND MOBILE APP**

THIS IS A COMPUTER-GENERATED ELECTRONIC RECORD AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES. PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE USING OR REGISTERING ON THE PLATFORM OR ACCESSING ANY MATERIAL, INFORMATION, OR PLATFORM SERVICES THROUGH THE PLATFORM. TERMS AND CONDITIONS MENTIONED IN THE AGREEMENT ARE A BINDING CONTRACT BETWEEN SATYA AND USERS ACCESSING ANY MATERIAL, INFORMATION OF SERVICES PROVIDED BY SATYA. THE TERMS ARE EFFECTIVE UPON ACCEPTANCE AND SHALL GOVERN THE RELATIONSHIP BETWEEN SATYA OR ITS AFFILIATES AND USERS FOR USE OF OUR PRODUCTS, OPTIONAL RESEARCH PROGRAMS AND OTHER PROGRAMS, SOFTWARE APPLICATIONS, INCLUDING WITHOUT LIMITATION OUR WEBSITE AND MOBILE APPLICATIONS, AND OUR SERVICES.

FOR THE PURPOSES OF THESE TERMS, “AFFILIATES” SHALL MEAN ANY ENTITY OR PERSON, DIRECTLY OR INDIRECTLY, OWNING A CONTROLLING INTEREST IN, OWNED BY, OR UNDER COMMON OWNERSHIP CONTROL WITH SATYA.

IF THESE TERMS CONFLICT WITH ANY OTHER DOCUMENT/RECORDS, THESE TERMS AND CONDITIONS SHALL PREVAIL UNLESS AND UNTIL FURTHER CHANGE/MODIFICATIONS NOTIFIED BY SATYA BY ACCESSING, BROWSING, PURCHASING, SUBSCRIBING TO OR USING ANY PART OF THE PLATFORM AND/ OR SERVICE, OR CLICKING TO ACCEPT OR AGREE TO THE TERMS, YOU ACKNOWLEDGE AND REPRESENT THAT YOU HAVE READ THESE TERMS AND AGREE TO BE LEGALLY BOUND BY THESE TERMS OF USE AND ALL TERMS, CONDITIONS, POLICIES, GUIDELINES AND DISCLOSURES INCORPORATED BY REFERENCE, AS IF YOU HAD SIGNED THEM. IF YOU ARE NOT WILLING TO BE OR CANNOT BE BOUND BY ALL OF THESE TERMS OF USE, THEN DO NOT ACCESS, BROWSE, PURCHASE, SUBSCRIBE TO OR USE ANY PART OF THE PLATFORM AND/OR SERVICE.

These Terms of Use are subject to, and incorporate, our **Privacy Policy** and **HIPAA Notice**, each of which may be revised from time to time. These Terms of Use along with your **Membership Agreement** (if applicable) are the entire agreement between you and us relating to the subject matter herein.

**IF YOU DO NOT AGREE WITH THESE TERMS OF USE, DISCONTINUE ALL USE OF THE SERVICES IMMEDIATELY. SATYA DOES NOT, AND WILL NOT, GRANT YOU ANY RIGHT OR LICENSE TO ACCESS, BROWSE OR USE THE SERVICES WITHOUT YOUR WILLINGNESS AND ABILITY TO BE BOUND BY ALL OF THE TERMS OF USE.**

**INTRODUCTION:**

Welcome to our Platform that is absolutely owned and operated by “**Satya Health Sciences Inc.**” a Michigan corporation providing wellness services to User, (hereinafter referred to as “**Satya**” which expression shall unless repugnant to the context thereof, include its successors and assigns).

If You (“**You/Yourself/Subscriber/Guest/Visitor**”) continue to browse and use this Platform, You are agreeing to comply with and be bound by these terms and conditions of use of the Platform (“**Terms of Use**”), which together with our privacy policy (“**Privacy Policy**”) govern Platform’s relationship with You. If You disagree with any part of these Terms of Use, You may not use this Platform and the Services provided through this Platform.

**DEFINITIONS:**

**“Satya”, “us”; “we”; “our”**shall mean Satya Health Sciences Inc. a Michigan corporation (Satya/ “we”/ “our”/ “us”).

**“Diagnostic Test Data”** shall mean the form to which imaging studies can be optionally attached by You;

**Lab Data”** shall mean the questionnaire that is required to be filled by You (and shared with us after the first month of the program) to meet the requisite criteria for participation in any of the program provided by Satya;

**“Medical History Data”** shall mean the questionnaire that is required to be filled by You (and shared with us prior to commencement of the program) to meet the requisite criteria for participation in any of the programs provided by Satya.

**“Register” “Subscribe” “Participate” “Enroll” “Buy Now” “Apply Now”**shall mean registering or availing Services being offered through the Platform.

**“Service(s)”**shall mean various services, program, optional research program, products, software applications, offered or availed or facilitated through the Platform, whether online or offline, including but not limited to providing consultation/coaching services for lifestyle improvement or management, and/or any other allied services offered from time to time for betterment of physical, mental and emotional wellness.

These Terms of Use (“**Terms of Use**”) apply to (i) your use of and/or access to the novoliver.com website and/or other websites (collectively, “**Website**”) which are owned or operated by Satya Health Sciences Inc. or its affiliates (collectively, “**Satya**”, “**we**,” “**us**,” or “**our**”), including any portions thereof available only to members of the NovoLiver® program (“**NovoLiver®”** orthe “**Program**”), (ii) your use of and/or access to the mobile applications which we may own or operate currently or in the future (collectively, the “**Mobile App**”) and (iii) your use of and/or access to any content or information and other online or mobile-enabled technology, digital tools and other services and products provided by us (together with the Website and the Mobile App, collectively, the “**Services**”).

For purposes of these Terms of Use, “**affiliates**” shall mean any entity or person, directly or indirectly, owning a controlling interest in, owned by, or under common ownership control with, Satya Health Sciences India Pvt Ltd. By accessing or using the Services, you agree to abide by the Terms of Use.

**“Users”**shall mean Users or viewers or guests or visitors or participants or subscribers who visit or view or use and access the Platform and, who may or may not register to avail any/all Services offered or available on or through the Platform.

**“Platform”**shall mean the – website at  [https://novoliver.com/](https://novoliver.in/).

**“Practice Better”** shall mean the mobile application 'Practice Better' owned and operated by Green Patch Inc. and used by Satya to collect and store data of the Users as well as to provide Services;

**“Wellness Expert”** shall mean either the employees of Satya or consultants, expert, representatives engaged by Satya to provide Services to Users.

**“You” or “Your” or “Yourself”**refers to the Users or viewers or guests or visitors of this Platform.

**ACCESS:**

Access to the Services is permitted on a temporary basis, and we reserve the right to withdraw or amend the Platform or Services (or any features within the Services) that we provide on our Platform by notifying the same on our Platform from time to time without prior notice to You. We will not be liable, if for any reason our Platform or the Services (or any features within the Services) are unavailable at any time or for any period. From time to time, we may, at our sole discretion, restrict access to some parts of our Platform, or our entire Platform, to Users who have registered with us.

**REGISTRATION AND PASSWORD:**

As a guest, any viewer can navigate and browse through the Platform. However, in order to avail any Services on or through the Platform, viewers must register on the Platform as a User.

You are required to provide personal details while registering on the Platform as may be required on the Platform and create an account ("**Account**"). You represent and warrant to us that all information provided by you to us and our service providers (including Practice Better) is true, accurate, current, and complete, and you agree to maintain and promptly update such information to keep it true, accurate, current, and complete. If we or our service providers (including Practice Better) believe or suspect that such information is untrue, inaccurate, not current, or incomplete, we may, deny or terminate your access to the Platform (or any portion thereof). You will be required to provide information including but not limited to full name, address, email ID, gender, mobile number, birth date, medical records, height, weight, diets, (examples: vegetarian, non-vegetarian, vegan or any other diets), medications, exercise regimen, etc.

You shall be responsible for maintaining the confidentiality of Your Account and password and You agree to accept responsibility for all activities that occur under Your Account. You can change Your profile information and any other details that You have shared with the Platform and You shall promptly update the email address listed in connection with Your Account to keep it accurate so that we can contact You. We also reserve the right to refuse registration or delete Account at our sole discretion. You must not set up an Account on behalf of another individual or entity unless You are authorized to do so. You agree to abide by all applicable laws and regulations and are solely responsible for all acts or omissions committed by You.

**Social Media Login Data:** We may provide You with the option to access our Platform and/or Services with us using Your existing social media account details, like Facebook, Instagram, Twitter or other social media accounts. If You choose to access this way, we will receive certain profile information about You from our social media provider. The profile information we receive may vary depending on the social media provider concerned, but will often include Your name, email address, friends/contact/network list, profile picture as well as other information you choose to make public on such social media platforms. We will use this information we receive only for the purposes that are described in this Privacy Policy or with Your prior consent at any relevant point. Please note that we do not control and are not responsible for other uses of your personal information by your third-party social media provider. We recommend that You review the Privacy Policy of your third-party social media provider and understand how they collect, use and share your personal information and how You can set Your privacy preferences on their sites and apps. All personal information that You provide, must be true, complete, accurate and You must notify us of any changes to such personal information. In any event, we will assume and reserve our right to rely on the information provided as true, complete, accurate.

**USER ACCOUNT; ACCOUNT SECURITY; SECURITY OF YOUR PERSONAL DATA:**

Your personal data will be protected according to the privacy policy as mentioned here. In the event the User is availing the services *via* the Practice Better application then the Terms of Use and Privacy Policy of Practice Better would also be applicable to such User(s).

You must exercise caution, good sense, and sound judgment in using the Services. You are prohibited from violating, or attempting to violate, the security of the Services. Any such violations may result in criminal and/or civil penalties against you. In the event we suspect a criminal violation by you, we may contact and/or cooperate with law enforcement agencies in their investigations against you.

In connection with your use of certain features of the Services, you will be required to complete a registration form. You represent and warrant that all user information you provide on the registration form or otherwise in connection with your use of the Services will be current, complete and accurate. As a registered user of the Services, you are entirely responsible for maintaining the confidentiality of your user account information. You may not use the account or user name of any other member at any time. You may not share or disclose your login credentials and may not take screenshots or otherwise copy or duplicate any content or suggestions from the Services or otherwise share such information with any third party. You must notify us in writing immediately in the event of any known or suspected loss or theft of your password, or unauthorized use of your user account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your or anyone else’s user account information.

You are also entirely responsible for any and all activities which occur under your user account. We will not be liable for any loss that you incur as a result of someone else using your account, either with or without your knowledge. You may also be held liable for any losses incurred by Satya, its affiliates, officers, directors, employees, consultants, agents and representatives due to someone else’s use of your account.

As a Program member, you further agree as follows:

Membership Data. For purposes of your use of the Service and Program, including identification and billing, you agree to provide us with true, accurate and complete information as required by the sign up process to the Program (“**Membership Data**”). We collect different data depending on the membership type. Please refer to our **Privacy Policy** and **HIPAA Notice** for more detailed information on the types of information we collect. You agree to maintain and promptly update the Membership Data and any other information you provide to us to keep it accurate. Without limiting any other provision of these Terms of Use, if you provide any information that is untrue, inaccurate, or incomplete, or we have reasonable grounds to suspect that such is the case, we reserve the right to suspend or terminate your user account or subscription and refuse any and all current or future use by you of our Services (or any portion thereof). You are obligated to check whether your Membership Data is current and accurate, and, if not, to correct or update your Membership Data.

Single User. You agree not to register or subscribe for more than one account, create an account on behalf of someone else, or create a false or misleading identity. If your registration or membership is revoked for any reason (other than in cases where you are switching over from an Enterprise Customer membership to a Personal Membership and vice versa), you agree not to register or subscribe again with our Services using another user name or through any other means. If we have reason to suspect, in our sole discretion, that your account has previously been terminated, we reserve the right to terminate any new accounts you have registered without any notice to you, or to exercise any other remedies available to us under these Terms of Use or by law.

**CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS:**

Legal Communications. We may send the following to you by email or posting them on the Website and/or the Mobile App: these Terms of Use, including legal disclosures; future changes to these Terms of Use, Privacy Policy, HIPAA Notice, and other notices, legal communications or disclosures and information related to the Services. Such communications are part of the Services which you cannot opt out of receiving.

Service Announcements. In using the Services, you may receive periodic electronic communications from Satya regarding the Services, such as new product offers and other information regarding the Website and/or the Mobile App, which are part of the Services and which you cannot opt out of receiving.

Promotional Communications. You may also receive periodic promotions and other offers or materials Satya believes might be of interest to you. You can opt-out of receiving these promotional messages at any time by (a) following the unsubscribe instructions contained in each message; or (b) changing the messaging preferences in your account.

Enterprise Customer Communications. If you have an Enterprise Customer membership (i.e., your membership was purchased by an Enterprise Customer and was offered to you free of charge by such Enterprise Customer), the Enterprise Customer paying for your membership may also send periodic electronic communications or post materials on our Mobile App, subject to their applicable terms and conditions and/or privacy policy.

Withdrawing Your Consent. If you later decide that you do not want to receive future Communications electronically, please send an email to [customer.support@novoliver.com](mailto:customer.support@novoliver.com) to Satya Health Sciences, Inc. Your withdrawal of consent shall be effective within a reasonable time after we receive your withdrawal notice described above. Your withdrawal of consent will not affect the legal validity or enforceability of the Terms provided to, and electronically signed by, you prior to the effective date of your withdrawal. If you withdraw your consent to receive Communications electronically, we may terminate your account and/or access to the Service (or any part thereof).

**SERVICE DESCRIPTION:**

You acknowledge that the Platform is web-based one that allows You to avail Services. Some of the Services and products available on the Platform and provided by the Company are mentioned below,

Platform offers Services in the form of a wellness program (“Program”) to introduce lifestyle changes/ amendments/improvements so that Users can achieve better health and endeavor to reverse diseases, and health conditions. It comprises a lifestyle change program that provides advice on diet changes, exercise regimens, mindfulness activities, change in sleep habits, and monitoring all these activities and other services as specified on the Platform from time to time.

You acknowledge and understand that we are not a medical company and we are not liable for reviewing any of Your information including the Lab Data, Medical History Data and Diagnostic Test Data provided by You and You will be completely responsible for the accurate entry of the Lab Data, the Medical History Data and the Diagnostic Test Data provided to us. The Services are not a substitute for medical services and shall not in any way be construed as a medical consultation. The Services shall be deemed to be a lifestyle management and improvement services, wherein, the User will be recommended certain lifestyle changes/amendments/improvements, with respect to meal alteration or replacements, exercise regimens, mindfulness techniques, meditation, sleep patterns, and such other wellness activities.

We shall not provide and shall not be liable to provide any medical advice to You and it will be Your sole responsibility to get Your medical information, including the Lab Data, the Medical History Data and the Diagnostic Test Data reviewed by Your provider and seek further medical consultation as deemed necessary by the provider. On continuing with the Program, it is advisable that You continue to consult with your referring provider and/or primary care physician. Accordingly, You are pursuing the Program of your own volition and risk and you are liable for the accurate entry of the information including medical history, labs, and diagnostic test results.

While subscribing to our Program, You will be subjected to selection based on our inclusion criteria. We are not obligated to directly engage with You with respect to any specific data provided by You, except to the extent of informing You, in case the inclusion criteria is not met.

Satya provides You a non-transferable, non-exclusive, non-sublicensable limited right and license for You to access and use the Services solely for the purpose permitted, including but not limited to storing or otherwise using or sharing your documents, files, schedules, minutes or other data**.**

**ANCILLARY SERVICES:**

You may get access to message boards, chat rooms, forums, blogs, vlogs, emails, workshops, seminars and other features (“**Ancillary Services**”) that are offered from time to time on the Platform and may be operated by us or by a third party on our behalf. You may also provide Your inputs and feedback in the surveys undertaken by the Platform.  As elaborated in Ownership of Intellectual Property Rights, Satya shall not be responsible for any copyright infringement for the blogs written on the Platform. You shall not use these Ancillary Services to provide any reviews and feedbacks which are malicious, derogatory or defamatory in nature or to perform any illegal activities (including without limitation defaming, abusing, harassing, stalking, threatening, promoting racism or otherwise violating the legal rights, such as rights if privacy of others) or immoral activities, falsely stating or otherwise misrepresenting Your affiliation with a person or entity.

**ELIGIBILITY:**

The Services are not intended for use by or availability to minors. IF YOU ARE NOT LEGALLY AN ADULT UNDER THE LAW WHERE YOU LIVE OR IF YOU ARE UNDER 18 YEARS OF AGE, YOU MAY NOT ACCESS OR USE THE SERVICES.

Due to the physiological sensitivity that occurs with pregnancy, individuals who are pregnant will be unable to use our Services.

Individuals who are currently or have a goal to be at a BMI below [18.5] will be unable to use our Services. According to the Center for Disease Control (CDC), current medical standards indicate a healthy BMI range to be between 18.5-24.9, with a BMI falling below 18.5 to be considered underweight. Weight loss for underweight individuals is not recommended and should be supervised by a medical professional.

The Services are subject to the acceptance of these Terms of Use and Privacy Policy of the Platform and the Terms of Use and Privacy Policy of Practice Better by You.

1. You shall be able to access certain Services available on the Platform free of cost  via online or such other communication channels that are made available from time to time.
2. You may avail the Services available on the Platform from time to time subject to payment of applicable fees and through the tenure of such Program that You have enrolled and eligible for.
3. You should be able to access the Platform as a User only if you are above 18 years of age, legally capable of entering into a legal contract, have understood and voluntarily accepted these Terms of Use and our Privacy Policy.
4. The Platform reserves the right to store, evaluate, analyze, verify, and authenticate the personal information and data provided by the Users.
5. In case it becomes apparent to the onboarding team of the Platform that personal information provided by a particular User is incorrect or inaccurate, then the onboarding team can forthwith terminate the particular User Account without any prior notice.
6. The Platform makes no specific warranty regarding Services as being suitable for any specific cases.
7. Use of the Platform is subject to these Terms of Use, the Privacy Policy and any other policies and conditions that may be listed on the Platform.
8. You understand and acknowledge that it is Your responsibility to read and understand all information as well as details about each Services before You proceed to avail the same.
9. Before actual enrollment in the Platform and executing the payment procedure, You shall ensure that You fill in correct data to avail of a particular Service that you chose.
10. In case of any incorrect/false information or data is provided, You may not be able to avail of the appropriate Services and You shall be solely liable at Your cost for replacement.
11. Once you enroll and register with the Platform, You shall be directed to the payment gateway option for making the payment as per the terms and condition specified therein. On making the necessary payment, You shall receive a confirmation email stating the details of Services for which You have registered.
12. We may share notification of our upcoming programs on the Platform, and other social media platforms, and also notify You through emails, text messages or any other mutually accepted mode of communication.
13. In case You avail of Services online, please confirm and ensure that Your facility for an internet connection shall be continuous and We shall not be responsible or liable for any disruption or error while undergoing online consultations or using the Service.
14. We reserve the right to refuse access to the Platform or Services to Users or to terminate access granted to existing User(s) at any time without cause.
15. In case of non-compliance with rules and regulations, Privacy Policy, or User agreement for access or usage of the computer resources of the Company, Satya has the right to terminate the access or usage rights to the Users immediately or remove non- compliant information or both.
16. You shall not have more than one active Account on the Platform and You are prohibited from selling, trading or otherwise transferring Your Account to another party or impersonating any other person for the purpose of creating an account with the Platform.

**FEES, RENEWAL, CANCELLATIONS POLICIES:**

If you subscribe as a NovoLiver® member, in addition to agreeing to the terms of your **Membership Agreement**, you further agree as follows:

Fees.

Personal Membership. If you subscribe to NovoLiver® in your personal capacity, you will be responsible for all fees associated with the Program (including recurring monthly fees) you selected at the time of subscription.

Enterprise Membership. In the event a third party (“**Enterprise Customer**”) purchases an Enterprise Membership, the Enterprise Customer will generally provide you with a unique activation code that allows you to access the NovoLiver® member features purchased by such Enterprise Customer. In such an instance, your access to the Program has been paid for by our Enterprise Customer, and you will be able to use the features until the termination of the agreement between Satya and such Enterprise Customer or expiration of a specified term agreed between Satya and such Enterprise Customer.

Auto-Renewal.

Unless your Program membership has been paid for by an Enterprise Customer, your Program membership will automatically be extended for successive renewal periods of the same duration selected at the time of your purchase, at the then-current non-promotional subscription rate. Until you cancel, we will charge or debit your payment method at the beginning of your subscription. Your continued use of the paid subscription features of the Service will reaffirm that we are authorized to charge you.

We may use payment gateways as for payment services (e.g. card acceptance and related services). Please see our **Privacy Policy** for information about our privacy practices regarding your payment information and the applicable terms and conditions and privacy policy of our third-party payment service provider.

Cancellation.

You may cancel your NovoLiver® membership at any time by contacting Customer Support at [customer.support@novoliver.com](mailto:customer.support@novoliver.com) or by such other means as we may provide from time to time. We will attempt to process all cancellation requests within 72 hours after we receive your request. We reserve the right to collect fees, surcharges, or costs incurred before your cancellation takes effect. If you terminate your Program membership, your subscription will remain active until the end of your then-current subscription period. You acknowledge and agree that we are not and will not be liable to you or any third-party for any termination or cancellation of your access to, or use of, the Program that was originally provided to you by an Enterprise Customer.

Modifications.

We reserve the right to revise the terms of the fee charge and cancellation policies, upon reasonable advance notice communicated to you through a posting on the Website and/or Mobile App or such other means as we may deem appropriate from time to time (including electronic mail or conventional mail). Any changes made will apply to all memberships created or renewed after the date such change was implemented.

**PAYMENT AND PROCESS:**

All transactions on the Platform will be in United States Dollars ($). .Payments are subject to the Terms of Use and Privacy policy.

**All/Any services can/shall be availed and/or be available only against 100% advance payment using any of the payment options as may be active/made available on the Platform unless as agreed to otherwise.**

These payments are made through third party payment gateways/vendors and you are deemed to have accepted the terms of services and user policies of such third party payment gateways/vendors by availing their services to subscribe for any program, event or services on and through this Platform. We are not responsible for delays and denials at their end and processing of payments will be solely in terms of their policies and procedures without any responsibility or risk at our end. You agree that in such an event of your credit being delayed or eventually declined for reasons beyond our control, we will not be held liable in any manner whatsoever.

We shall not be liable, in any circumstances whatsoever, for any refunds, set-offs, discounts and/or charge backs for any transfer or otherwise.

**WE SPECIFICALLY DISCLAIM ANY RESPONSIBILITY AND LIABILITY FOR ANY HARM/LOSS/DAMAGE RESULTING FROM CANCELLATION OF ANY SERVICE/(S) ORGANIZED BY US AND YOU ACKNOWLEDGE AND AGREE THAT YOU WILL NOT BE ENTITLED TO ANY REFUND IN CASE OF SERVICE OUTAGES THAT MAY BE CAUSED BY ANY FAILURES AT OUR END INCLUDING BUT NOT LIMITED TO OUR SERVICE PROVIDERS, AFFILIATES, BRAND PARTNERS, COMPUTER VIRUSES, OR CONTAMINANTS OR RANSOMWARE ATTACKS, NATURAL DISASTERS, PANDEMIC, LOCKDOWNS, WAR, CIVIL DISTURBANCE, OR ANY OTHER CAUSE BEYOND OUR CONTROL.**

**REFUND POLICY:**

Upon completion of 30 day period or any such defined trial or test or early assessment/initiation period, if a User terminates the Program or we terminate the User’s subscription, User shall not be entitled to any refund of Monthly Fee paid unless expressly confirmed otherwise in writing by the Platform. The Platformwill not prorate, return, or discount the Monthly Fees based on the date of termination, unless expressly mentioned in the agreement.

**CONTENT AVAILABLE:**

We follow ethical business practices and intend to provide the content which is authorized, relevant, applicable, and does not infringe any third party’s rights.

You acknowledge that Platform does not make any representations or provide any warranties about the material, data, and information, such as data files, text, facts and figures, computer software, code, audio files or other sounds, photographs, videos, or other images that is shared by the Platform, by other Users or any other content provider (collectively, the “**Content**”) which You may have access to as part of the Platform, or through Your use of this Platform.

Under no circumstances, is Satya liable in any way for any Content, including, but not limited to any infringing Content, any errors or omissions in Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted, linked from, or otherwise accessible through or made available via the Platform. You understand that by using this Platform, You may be exposed to Content that You may consider inappropriate, dangerous, offensive, indecent, or objectionable due to religious values, culture, race, ethnicity, nationality, beliefs or any other reason. In case You notice any violation of Your intellectual property rights, You shall register Your complaint through email to the Platform on **support@novoliver.com**. After registering the complaint, the Platform will take appropriate legal actions against such incidence including removal of such Content.

**LIMITED LICENSE:**

Subject to your continued compliance with the Terms of Use, including without limitation the timely payment of all applicable fees, we grant you a non-exclusive, non-transferable, non-sublicensable, fully revocable, limited license to access and use our Services (whether through the Website or by downloading and installing the Mobile App, including any updates and bug fixes). Your use is limited for your personal, noncommercial use only.

The Services, or any portion thereof, may not be reproduced, duplicated, copied, modified, sold, resold, distributed, visited, or otherwise exploited for any commercial purpose without the express written consent of Satya. Furthermore, except for the limited rights granted in this Section, you will not (and will not encourage or assist any third party to): (i) modify, alter, tamper with, repair or otherwise create derivative works of the Services or any software or technology included in or used or distributed by Satya to provide the Services; or (ii) reverse engineer, disassemble or decompile the Services, or attempt to discover or recreate the source code for the Services.

**INTELLECTUAL PROPERTY:**

Software. You acknowledge and agree that the Services and all intellectual property rights associated therewith are, and shall remain, the property of Satya (and, where applicable, its licensors). Furthermore, you acknowledge and agree that the source and object code of the Website and/or Mobile App and the format, directories, queries, algorithms, structure and organization of the Website and/or Mobile App are the intellectual property and proprietary and confidential information of Satya and its affiliates, licensors and suppliers. Except as expressly stated in these Terms of Use Conditions, you are not granted any intellectual property rights in or to the Services by implication, estoppel or other legal theory, and all rights in and to the Services not expressly granted in these Terms of Use are hereby reserved and retained by Satya.

Trademarks. NovoLiver®, novoliver.com, NovoLife™ and the NovoLiver® logo (collectively, the “**Satya Marks**”) are trademarks or registered trademarks of Satya Health Sciences, Inc. Other trademarks, service marks, graphics, logos and domain names appearing on the Website, Mobile App or in other Content provided to you may be the trademarks of third-parties. Neither your use of the Services, nor these Terms of Use, grant you any right, title or interest in or to, or any license to reproduce or otherwise use, the Satya Marks. Goodwill in the Satya Marks generated as a result of your use of the Services will inure to the benefit of Satya Health Sciences, Inc., and you agree to assign, and hereby do assign, all such goodwill to Satya Health Sciences, Inc. You shall not at any time, nor shall you assist others to, challenge Satya’s right, title, or interest in or to, or the validity of, the Satya Marks.

Copyrighted Materials; Copyright Notice. All content and other materials available through the Services, including without limitation the NovoLiver® logo, design, text, graphics, and other files, and the selection, arrangement and organization thereof, are either owned by Satya or are the property of Satya’s licensors and suppliers. Except as explicitly provided, neither your use of the Services nor these Terms of Use grant you any right, title or interest in or to any such content or materials.

Copyright Complaints. We respect the intellectual property of others, and we ask our users to do the same. We may, in appropriate circumstances and in our discretion, terminate the rights of any user to use our Services (or any part thereof) who infringes the intellectual property rights of others. The Digital Millennium Copyright Act of 1998 (the “**DMCA**”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you have evidence, know, or have a good faith belief that your work has been copied in a way that constitutes copyright infringement or are aware of someone doing so, please contact us and include the following information:

(i) a physical or electronic signature of the owner of the copyright or a person authorized to act on behalf of the owner;

(ii) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on the Website and/or Mobile App are covered by a single notification, a representative list of such works);

(iii) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow us to locate the material on our Website and/or Mobile App;

(iv) your name, mailing address, telephone number and email address;

(v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and

(vi) a statement by you that the information in your notification is accurate, and that you attest under penalty of perjury, that you are the copyright owner or that you are authorized to act on the copyright owner’s behalf.

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices with respect to the Services should be sent to our designated agent for notice of claims of copyright infringement: Satya Health Sciences, Inc. via email at customer.support@novoliver.com

**RESTRICTIONS ON USE OF CONTENT:**

You acknowledge that our Services contain content, information, software, photos, video, text, graphics, sounds, questions, creative suggestions, messages, comments, feedback, ideas, notes, drawings, articles and other materials, including nutritional information (collectively, “**Content**”) that are protected by copyrights, patents, trademarks, trade secrets and/or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereafter developed. All Content is copyrighted under the United States copyright laws (and, if applicable, similar foreign laws), and we own a copyright in the selection, coordination, arrangement and enhancement of such Content. All trademarks appearing on the Services are trademarks of their respective owners. The Satya Marks (hereinafter defined) are tradename and the registered trademark and service mark of Satya Health Sciences, Inc.

Our commercial partners, suppliers, advertisers, sponsors, licensors, contractors and other third parties may also have additional proprietary rights in the Content which they make available on our Services. You may not modify, publish, transmit, distribute, perform, participate in the transfer or sale, create derivative works of, or in any way exploit, any of the Content, in whole or in part. When Content is downloaded to your computer, phone, tablet or any other mobile device, you do not obtain any ownership interest in such Content. Modification of the Content or use of the Content for any other purpose, including, but not limited to, use of any Content in printed form or on any other applications or networked computer environment is strictly prohibited unless you receive our prior written consent.

We may at any time suspend your use of the Services and/or remove or disable any Content as to which we reasonably and in good faith believe is in violation of any of these Terms of Use. We will use our commercially reasonable efforts to provide you with notice of any such suspension or disablement before its implementation unless such suspension or disablement is necessary to comply with legal process, regulation, order or prevent imminent harm to the Services or any third party, in which case we will notify you to the extent allowed by applicable law of such suspension or disablement as soon as reasonably practicable thereafter.

SATYA DISCLAIMS ANY PERCEIVED, IMPLIED OR ACTUAL DUTY TO MONITOR THE USER CONTENT, AND SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR INFORMATION PROVIDED HEREIN. UNDER NO CIRCUMSTANCES WILL WE BE LIABLE IN ANY WAY FOR ANY USER CONTENT (OTHER THAN FOR CONTENT DEVELOPED BY US), INCLUDING, BUT NOT LIMITED TO, FOR ANY ERRORS OR OMISSIONS IN ANY USER CONTENT, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY USER CONTENT POSTED, EMAILED OR OTHERWISE TRANSMITTED TO OR THROUGH THE SERVICES.

**USER CONTENT:**

Definition. “User Content” is any content, materials or information (including without limitation, any text, information, graphics, messages, photos, images, nutritional information contributed and works of authorship kind), data, questions, comments, suggestions or other content, including personally identifiable information that you upload, send, email, display, perform, distribute, post or otherwise transmit to us, at our request or on your own, on, or through the Services (such as message boards, recipe logging), whether in connection with your use of the Services or through the use of any Third Party Websites or Third Party Services or otherwise, and whether publicly posted or privately transmitted.

Agreement. You represent and warrant that, when using the Services, you will obey the law and respect the intellectual property rights of others. Your use of the Services is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property generally. You agree not to upload, post, transmit, display, perform or distribute any content, information or other materials in violation of any third party’s copyrights, trademarks, or other intellectual property or proprietary rights, or rights or publicity or privacy, or in violation of any applicable law or regulation.

YOU SHALL BE SOLELY RESPONSIBLE FOR ANY VIOLATIONS OF ANY LAWS AND FOR ANY INFRINGEMENTS OF THIRD-PARTY RIGHTS CAUSED BY YOUR USE OF THE SERVICES. YOUR BEAR THE SOLE BURDEN OF PROVING THAT CONTENT, INFORMATION OR OTHER MATERIALS DO NOT VIOLATE ANY LAWS OR THIRD-PARTY RIGHTS.

Grant of License. You hereby grant Satya, its affiliates, and its and their directors, officers, employees, contractors, agents, representatives, service providers, partners, sublicensees, successors and assigns (collectively, the “**Satya Parties**”) a royalty-free, perpetual, irrevocable, sublicensable, assignable, non-exclusive right (including any moral rights) and license (as well as consent) to use, license, reproduce, modify, adapt, publish, translate, transmit, edit, reformat, create derivative works from, distribute, derive revenue or other remuneration from, communicate to the public, perform, display and otherwise use any User Content (in whole or in part and with or without the use of your name) worldwide and/or to incorporate the User Content in other works in any form, media, or technology now known or later developed, for the full term of any copyrights, trademarks and other intellectual and proprietary rights (collectively, the “**Rights**”) that may exist in such User Content.

You hereby represent and warrant that you own all rights, title and interest in and to User Content or are otherwise authorized to grant the rights provided to the Satya Parties under this section. You also warrant that, to the extent you are not the exclusive holder of all Rights in a User Content, any third party holder of any Rights, including moral rights in such User Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You further acknowledge that we and our successors and assigns shall be entitled to unrestricted use of the User Content for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the User Content. You also permit any user to access, display, view, store and reproduce any User Content that you have made available in any Public Forum (including a NovoLiver™ Cohort) for personal use. Subject to the foregoing, the owner of a User Content placed on the Services retains any and all Rights that may exist in such User Content. Except as provided in our **Privacy Policy** and **HIPAA Notice**, none of the User Content shall be subject to any obligation of confidence on our part, and you agree to waive, and hereby waive, any claims arising from or relating to the exercise by the Satya Parties of the rights granted under this section. You will not be compensated for any exercise of the license granted under this section.

We are not responsible for maintaining a copy of any material we remove from our Services, and we are not liable for any loss you incur in the event that Content you post or transmit to our Services is removed.

Satya reserves the right to (i) remove, suspend, edit or modify any User Content in its sole discretion at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such User Content or if Satya is concerned that you may have violated these Terms of Use), or for no reason at all and (ii) to remove, suspend or block any User Content. Satya also reserves the right to access, read, preserve, and disclose any information as Satya reasonably believes is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Terms of Use, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of Satya, its members and the public.

You acknowledge that all User Content are the sole responsibility of the person who made such User Content. This means that you are entirely responsible for all User Content that you post, email or otherwise transmit to the Website, the Mobile App and the Services. We do not control the User Content posted, emailed or otherwise transmitted on our Services by others and, as such, we do not guarantee the accuracy, integrity or quality of such User Content. Although we have adopted community standards and conduct guidelines for the users of the Services (as described below), you understand that by using the Services, you may be exposed to User Content that are offensive or objectionable.

SATYA DISCLAIMS ANY PERCEIVED, IMPLIED OR ACTUAL DUTY TO MONITOR THE USER CONTENT, AND SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR INFORMATION PROVIDED HEREIN. UNDER NO CIRCUMSTANCES WILL WE BE LIABLE IN ANY WAY FOR ANY USER CONTENT (OTHER THAN FOR CONTENT DEVELOPED BY US), INCLUDING, BUT NOT LIMITED TO, FOR ANY ERRORS OR OMISSIONS IN ANY USER CONTENT, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY USER CONTENT POSTED, EMAILED OR OTHERWISE TRANSMITTED TO OR THROUGH THE SERVICES.

You represent, warrant, and agree that no content or details shared by You with Platform including but not limited to Your photographs, Your audio/video testimonials (“**Your Content**”), violates or infringes upon the rights of any third party, including any patent, copyright, trademark, privacy, publicity, or other personal or proprietary rights, breaches or conflicts with any obligation, such as a confidentiality obligation, or contains libelous, defamatory, or otherwise unlawful material.

You grant us a personal, limited, revocable, non-transferable and non-exclusive right to use Your Content and details including but not limited to blogs, comments, video, audio, trademarks, service marks, logos etc. submitted by You. You also grant us the right (i) to display Your Content and details on the Platform (ii) promote or distribute it for the access of other customers. You understand, acknowledge and agree that you are not entitled to receive any monetary compensation for Your Content in whatsoever manner. Any success stories, comments, messages, blogs, scribbles etc. posted/ uploaded/ conveyed/ communicated by us on the public sections of the Website becomes published content. We may publish such content on our Website so long as you consent. You may request that such published content be taken down at any time and we shall remove such published content. However, we are not responsible for any actions taken by third-parties with respect to such published content.

You agree that You are solely responsible for Your Content made available by You through the Platform including but not limited to any liabilities arising out of any third-party infringement claims.

We reserve the right to screen, refuse to post, remove or edit Your Content at any time and for any or no reason in our absolute and sole discretion without prior notice, although we have no duty to do so or to monitor any public forum. If we elect to screen Your Content, there may be a delay in posting of such content in a public forum to allow for a review process. If we have questions about Your Content including, without limitation, the copyright, we may contact You for further information including, for example, to verify that You own the copyright or otherwise obtain necessary permission to post the material.

You expressly consent to the Platform’s monitoring or recording of, by audio and/or audio-visual means, at any time and from time to time, any and all communications between Platform and you, for Platform’s internal customer service purposes, such as for training and improvement of Platform Services. You will neither record nor share the recording with anyone including the other members of the session.

**THIRD-PARTY PRODUCTS, SERVICES AND DATA COLLECTION:**

Certain features, aspects, software products and services offered through the Services are provided, in whole or in part, by third parties (“**Third-Party Services**” as provided by “**Third-Party Service Providers**”). In order to use Third-Party Services, you may be required to enter into additional terms and conditions with Third-Party Service Providers. Our Terms of Use apply only to the Services, and not to the apps of any other person or entity, and your right to use such Third Party Software as part of the Services is subject to and governed by the terms and conditions of the third party license applicable to such Third-Party Services. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse (and are not responsible or liable for) any content, advertising, products or other materials on or available from such apps or resources. In the event of a conflict between the terms of these Terms of Use and the terms of such third party licenses, the terms of the third party licenses shall control with regard to your use of the relevant Third Party Service.

You further acknowledge and agree that a Third-Party Service Provider may collect and use certain information about you, which may include your personal information and (“**Protected Health Information**”). Any exchange of data, including Protected Health Information, or other interaction between you and a provider of a Third Party Services is solely between you and a Third-Party Service Provider. Prior to providing information to any Third-Party Service Provider, you should review their privacy policy. If you do not understand or do not agree to the terms of a Third-Party Service Provider’s privacy policy, you should not use the related third-party services.

SATYA DISCLAIMS, AND YOU AGREE TO ASSUME, ALL RESPONSIBILITY AND LIABILITY FOR ANY DAMAGES OR OTHER HARM, WHETHER TO YOU OR TO THIRD PARTIES, RESULTING FROM (I) YOUR USE OF OR RELIANCE ON, ANY CONTENT, ADVERTISEMENTS, PRODUCTS OR OTHER RESOURCES AVAILABLE ON ANY SUCH SERVICES OR RESOURCES (REGARDLESS OF WHETHER WE DIRECTLY OR INDIRECTLY LINK TO SUCH CONTENT, ADVERTISEMENTS, PRODUCTS OR OTHER RESOURCES) OR (II) YOUR INFORMATION COLLECTED OR USED BY THIRD-PARTY SERVICE PROVIDERS.

**THIRD-PARTY WEBSITE CONTENT:**

Certain Contents provided in the Website and/or Mobile App include links to websites of third parties (“**Third-Party Websites**”), some of whom may have established relationships with Satya and some of whom may not. We do not have control over the content and performance of Third-Party Websites.

SATYA HAS NOT REVIEWED, AND CANNOT REVIEW OR CONTROL, ALL OF THE MATERIAL, INCLUDING COMPUTER SOFTWARE OR OTHER GOODS OR SERVICES, MADE AVAILABLE ON OR THROUGH THIRD-PARTY WEBSITES AND DOES NOT ENDORSE (AND IS NOT RESPONSIBLE OR LIABLE FOR) ANY CONTENT, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE FROM SUCH THIRD PARTY WEBSITES. ACCORDINGLY, SATYA DOES NOT REPRESENT, WARRANT OR ENDORSE ANY THIRD-PARTY WEBSITE, OR THE ACCURACY, CURRENCY, CONTENT, FITNESS, LAWFULNESS OR QUALITY OF THE INFORMATION MATERIAL, GOODS OR SERVICES AVAILABLE THROUGH THIRD-PARTY WEBSITES. SATYA DISCLAIMS, AND YOU AGREE TO ASSUME, ALL RESPONSIBILITY AND LIABILITY FOR ANY DAMAGES OR OTHER HARM, WHETHER TO YOU OR TO THIRD PARTIES, RESULTING FROM YOUR USE OF OR RELIANCE ON, ANY CONTENT, ADVERTISEMENTS, PRODUCTS OR OTHER RESOURCES AVAILABLE ON ANY THIRD-PARTY WEBSITES (REGARDLESS OF WHETHER WE DIRECTLY OR INDIRECTLY LINK TO SUCH CONTENT, ADVERTISEMENTS, PRODUCTS OR OTHER RESOURCES).

YOU AGREE THAT, WHEN LINKING TO OR OTHERWISE ACCESSING OR USING A THIRD-PARTY WEBSITE, YOU ARE RESPONSIBLE FOR: (I) TAKING PRECAUTIONS AS NECESSARY TO PROTECT YOU AND YOUR COMPUTER SYSTEMS FROM VIRUSES, WORMS, TROJAN HORSES, MALICIOUS CODE AND OTHER HARMFUL OR DESTRUCTIVE CONTENT; (II) ANY DOWNLOADING, USE OR PURCHASE OF MATERIAL THAT IS OBSCENE, INDECENT, OFFENSIVE, OR OTHERWISE OBJECTIONABLE OR UNLAWFUL, OR THAT CONTAINS TECHNICAL INACCURACIES, TYPOGRAPHICAL MISTAKES AND OTHER ERRORS; (III) ANY DOWNLOADING, USE OR PURCHASE OF MATERIAL THAT VIOLATES THE PRIVACY OR PUBLICITY RIGHTS, OR INFRINGES THE INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS OF THIRD PARTIES, OR THAT IS SUBJECT TO ADDITIONAL TERMS AND CONDITIONS, STATED OR UNSTATED; (IV) ALL FINANCIAL CHARGES OR OTHER LIABILITIES TO THIRD PARTIES RESULTING FROM TRANSACTIONS OR OTHER ACTIVITIES; AND (V) READING AND UNDERSTANDING ANY TERMS OF USE OR PRIVACY POLICIES THAT APPLY TO THOSE THIRD-PARTY WEBSITES.

**THIRD PARTY MOBILE APP PROVIDERS:**

You may access the Mobile App which can be downloaded from an applications store or applications distribution platform, such as the Apple Mobile App Store or Google Play, (the “**Mobile App Provider**”). You must comply with all applicable third party terms of service, including those of the Mobile App Provider when using the Services. You acknowledge and agree that the Mobile App Provider and its affiliates are third party beneficiaries of these Terms of Use.

**LINKS TO THIRD PARTY SITES:**

This Platform may contain links to other websites owned and operated by third parties who are not related to the Platform (“**Linked Websites**”). The Linked Websites are not under the control of Platform and the Platform is not responsible for the content of any Linked Websites or any hyperlink contained in Linked Websites and makes no representation or warranty with respect to the content of any such third-party sites.

The Platform provides these links to You for convenience only and the inclusion of any link does not imply any endorsement of the Linked Website by the Platform. Your link to any such Linked Website is entirely at Your own risk. The Platform is not a party to any transaction between You and a Linked Website. Your use of a Linked Website is subject to the terms and conditions of that site.

The Platform may also contain third party advertisements, if any. The display of such advertisements does not in any way imply an endorsement or recommendation of the relevant advertiser, its products or services unless specifically mentioned by Satya. You are referred to the relevant advertiser for all information regarding the advertisement and its products or services. The Platform accepts no responsibility for any interaction between You and the relevant third party and is released from any liability arising out of or in any way connected with such interaction or referral or Linked Websites.

**POTENTIAL RISKS:**

By utilizing the Service, you represent that you are aware of the potential risks associated with the use of the Platform / Services, including but not limited to

1. You may receive nutrition recommendations indicating foods or supplements to which you are allergic or sensitive. If You have a known or suspected allergy or sensitivity, You should not follow those suggestions;
2. A specific health or medical condition(s) You may have may not get better or may get worse and You may develop new conditions;
3. You may learn information about yourself that prompts you to follow-up with Your provider. You will be fully responsible for the costs of this follow-up testing and any resulting treatment;
4. You may find out information about yourself that will cause you to worry or become anxious;
5. Satya will not provide any payment or treatment if You have or experience any medical conditions while availing the Services;
6. There may be other unknown risks to participation that are not foreseeable at present including standard risks associated with physical activities.

**DISCLAIMERS OF WARRANTIES:**

SATYA, ON BEHALF OF ITSELF AND THE OTHER SATYA PARTIES, LICENSORS AND SUPPLIERS, HEREBY DISCLAIMS ALL WARRANTIES. THE PRODUCTS, OFFERINGS, CONTENT AND MATERIALS PROVIDED IN THE SERVICES ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, SATYA, ON BEHALF OF ITSELF, AND THE OTHER SATYA PARTIES, LICENSORS AND SUPPLIERS, DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATIBILITY, SECURITY, ACCURACY OR NON-INFRINGEMENT. NEITHER SATYA, ANY OF THE OTHER SATYA PARTIES, NOR ANY OF ITS OR THEIR RESPECTIVE LICENSORS, LICENSEES, SERVICE PROVIDERS OR SUPPLIERS WARRANT THAT THE APPLICATIONS OR ANY FUNCTION CONTAINED IN THE APPLICATIONS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE APPLICATIONS OR THE SERVERS THAT MAKE THE APPLICATIONS AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

ANY PRODUCT, OFFERING, CONTENT AND MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR SOLE RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR DEVICES OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH PRODUCT, OFFERING, CONTENT OR MATERIAL.

NEITHER SATYA, ANY OF THE OTHER SATYA PARTIES, NOR ANY OF OUR OR THEIR RESPECTIVE LICENSORS, LICENSEES, BUSINESS CUSTOMERS, SERVICE PROVIDERS OR SUPPLIERS WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE PRODUCTS, OFFERINGS, CONTENT AND MATERIALS IN THE SERVICES IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

NO ADVICE OR INFORMATION, OBTAINED BY YOU FROM OUR PERSONNEL OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THESE TERMS OF USE.

THE PLATFORM DISCLAIMS ALL WARRANTIES IN CONNECTION WITH THE SERVICES AND THE PLATFORM, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY RELATED TO THE SECURITY, ACCURACY, AVAILABILITY, OR COMPLETENESS OF DATA, COMPANY INFORMATION, OR CLIENT INFORMATION. PLATFORM MAKES NO WARRANTY OR GUARANTEE THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.  THE PLATFORM MAKES NO WARRANTY OR GUARANTEE ABOUT REHABILITATION OF ANY DISEASE OR AILMENT OR HEALTH CONDITION ON ACCOMPLISHMENT OF THE PROGRAM.

WE DO NOT, REFER, ENDORSE, VERIFY, EVALUATE OR GUARANTEE ANY OUTCOMES, ADVICE, INFORMATION, EXERCISE, DIET, INSTITUTION, PRODUCT, ECOSYSTEM PARTNER, OPINION, OR OTHER INFORMATION OR SERVICES PROVIDED THROUGH THE PROGRAM AND/OR SERVICES, AND NOTHING SHALL BE CONSIDERED AS A REFERRAL, ENDORSEMENT, RECOMMENDATION OR GUARANTEE OF ANY COACH OR ECOSYSTEM PARTNER. THE COMPANY DOES NOT WARRANT THE VALIDITY, ACCURACY, COMPLETENESS, SAFETY, LEGALITY, QUALITY, OR APPLICABILITY OF THE CONTENT OR ANYTHING SAID OR WRITTEN OR COMMUNICATED BY ANY COACH OR ECOSYSTEM PARTNER OR ANY ADVICE PROVIDED.

THE OUTCOMES AND BENEFITS FROM OUR SERVICES ARE NOT ASSURED AND/OR GUARANTEED AND MAY VARY FROM INDIVIDUAL TO INDIVIDUAL BASIS, THEREFORE NEITHER IS THE COMPANY MAKING ANY PROMISE OF OUTCOMES NOR IS THE COMPANY ASSURING ANY CONFIRMED RESULTS IN EXCHANGE OF PROVIDING OR AVAILING OR USING COMPANY PROGRAM / SERVICES AND TO THAT EXTENT SATYA EXPRESSLY DISCLAIMS ANY / ALL LIABILITIES AND WARRANTIES.

You expressly acknowledge and agree that use of the Platform and the provision of the Services is entirely at Your own risk and that the Platform and the Services therein are provided on an “as is” basis, without any warranties of any kind. All express and implied warranties, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights are expressly disclaimed to the fullest extent permitted by law. To the fullest extent permitted by law, Satya, its officers, partners, employees, and agents disclaim all warranties, express or implied, in connection with the Platform, provision of Services and Your use thereof. Satya makes no warranties or representations that-

1. the content shared on the Platform or any third party platforms linked to the Platform are accurate or complete.
2. The Platform will meet Your requirements.
3. The Platform will be available on an uninterrupted, timely, secure, or error-free basis.
4. The results that may be obtained from the use of the Platform will be accurate or reliable.
5. Assured or guaranteed reversal of disease.
6. You forever release and discharge Satya, along with their respective affiliates companies, directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, injuries, demands, or damages of any kind whatsoever that You, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for any injury, sickness, death, or property damage, related to (i) Satya's attendance and participation in the or any virtual activities during the Event, or (ii) the negligence or any other acts or omissions of any Releasee, whether directly connected to these activities and the Event or not, and however caused.
7. You also agree that you, your assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make or assert any claim, cause of action, lawsuit or sue any Releasee, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.
8. By participation in or attending the virtual seminar, You expressly agree on behalf of yourself and any and all other members of the household watching with You or through Your IP address (collectively the "Viewing Party") not to record by audio, video, photography or any other means, any portion of the seminar, nor to publish, post on the internet or otherwise make publicly available any recording of any portion of this seminar or any seminar content or materials**.**
9. The Viewing Party hereby assign, convey and transfer all rights, title and interest including any copyright interest therein, in and to any recordings the Viewing Party might improperly make during this seminar to Satya shall be the sole and exclusive owner of any such recordings. The Viewing Party also understand that all physical, written and/or electronic materials and all other content provided by Satya (whether via streaming, digital download or any other method) in connection with this seminar are protected by the copyright laws, and the Viewing Party agrees not to use it in any form after this seminar, other than for my personal use. Any such recording or use or distribution or attempted distribution of any recording or any other material or content from the seminar may result in Satya seeking any and all damages and any other remedies available to Satya to the fullest extent permitted by law.

We may occasionally for brief periods suspend the operations of the Platform for maintenance, updates or support work as we may deem appropriate. We are not liable for any inconvenience, loss or damages that may be caused to you during such periods of suspension. We shall not be or responsible for any-

1. errors, mistakes, or inaccuracies of content;
2. personal injury or property damage, of any nature whatsoever, resulting from Your access to and use of the Platform / Services;
3. any unauthorized access to or use of our servers and/or any and all personal information and/or financial information stored therein;
4. any interruption or cessation of transmission to or from the Platform;
5. any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Platform by any third party, and/or;
6. any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, communicated, transmitted, or otherwise made available via Platform. Platform does not warrant, endorse, guarantee, or assume responsibility for any Service advertised or offered through the Platform or any hyperlinked platform or featured in any banner or other advertising.
7. Any deterioration or fluctuation in health or cropping up of any health and medical issues.
8. Any type of deficiencies, allergies developed due to food dietary changes.

**HEALTH AND MEDICAL SERVICE DISCLAIMER:**

WE DO NOT PROVIDE PROFESSIONAL MEDICAL SERVICES OR ADVICE. THE SERVICES PROVIDED BY THE WEBSITE AND/OR MOBILE APP DO NOT CONTAIN OR CONSTITUTE, AND SHOULD NOT BE INTERPRETED AS, MEDICAL ADVICE OR OPINION. NO DOCTOR-PATIENT RELATIONSHIP IS CREATED. USE OF THE SERVICES IS NOT FOR MEDICAL EMERGENCIES. IF YOU THINK YOU HAVE A MEDICAL EMERGENCY, CALL 911.

No Doctor-Patient Relationship. Any and all services provided by, in and/or through the Services are for informational purposes only. Satya is not a medical professional, and Satya does not provide medical services or render medical advice. Nothing contained in the Services should be construed as such advice or diagnosis. The information and reports generated by us should not be interpreted as a substitute for physician consultation, evaluation, or treatment, and the information made available on or through the Services should not be relied upon when making medical decisions, or to diagnose or treat a medical or health condition. YOUR USE OF THE SERVICES DOES NOT CREATE A DOCTOR-PATIENT RELATIONSHIP BETWEEN YOU AND ANY OF THE SATYA PARTIES (INCLUDING, WITHOUT LIMITATION, COACHES AND FACILITATORS) OR ANY OTHER NOVOLIVER™ MEMBERS).

You are urged and advised to seek the advice of a physician or a medical professional with any questions you may have regarding your health before beginning any weight loss effort regimen, physical activities or any other plans that may be referenced, discussed or offered under the Services. If you are being treated for an illness, taking prescription medication or following a therapeutic diet to treat a disease, it is especially urged to consult with your physician before using the Services. You represent to us (which representation shall be deemed to be made each time you use the Services), that you are not using the Services or participating in any of the activities offered by the Services for the purpose of seeking medical attention. You further agree that, before using the services, you shall consult your physician, particularly if you are at risk for problems resulting from exercise or changes in your diet. If any information you receive or obtain from using the Services that is inconsistent with the medical advice from your physician, you should follow the advice of your physician.

NovoLiver® Cohorts led by a Coach(es) are designed to provide individuals with education, information and personal support from peers and the group leader regarding your health-related issues and goals. For example, an Enterprise Customer may contract Satya to provide the Program to you and ask you to use our Services to track your medical treatments and progress. In such a case, your Coach may provide general information about psychological and emotional issues related to health conditions, medical treatments, success stories, and health-related goals in order to help you adhere to the specific regimen prescribed by your physician. However, Coaches are not allowed to use the Coaching Service to engage in rendering any type of psychological or healthcare advice for any individual or for his or her particular situation. Under no circumstances will any of your interactions with any Coach or any User of the Services be deemed or construed to create a physician-patient relationship or a fiduciary duty of any kind whatsoever. IF SATYA BECOMES AWARE OF OR SUSPECTS ANY MEDICAL OR MENTAL CONDITIONS OR ILLNESS, SATYA MAY, AT ITS SOLE DISCRETION, TERMINATE ALL OR ANY PORTION OF THE SERVICES.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH COACHES AND/OR OTHER MEMBERS WHEN USING THE SERVICES.

RISK ASSUMPTION; YOUR INTERACTIONS WITH OTHERS ON THE WEBSITES AND/OR MOBILE APPS

SATYA EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY THAT MAY ARISE FROM OR IN CONNECTION WITH YOUR USE OF THE SERVICES AND PARTICIPATION IN ANY OTHER ACTIVITIES OFFERED IN THE SERVICES, INCLUDING, WITHOUT LIMITATION, YOUR PARTICIPATION IN ANY NOVOLIVER™ COHORT OR YOUR INTERACTIONS WITH ANY FACILITATOR OR COACHES. YOU KNOWINGLY AND FREELY ASSUME ALL RISK WHEN USING THE SERVICES.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER MEMBERS. YOU ACKNOWLEDGE AND UNDERSTAND THAT SATYA IS NOT OBLIGATED IN ANY WAY TO (A) SCREEN ITS MEMBERS, (B) INQUIRE INTO THE BACKGROUNDS OF ITS MEMBERS, OR (C) REVIEW OR VERIFY THE STATEMENTS OF ITS MEMBERS, INCLUDING WITHOUT LIMITATION INFORMATION OR REPRESENTATIONS CONTAINED IN PUBLIC PROFILES. YOU HEREBY AGREE TO EXERCISE REASONABLE PRECAUTION IN ALL INTERACTIONS WITH OTHER MEMBERS, PARTICULARLY IF YOU DECIDE TO MEET ANOTHER MEMBER IN PERSON. SATYA DOES NOT REPRESENT, WARRANT, ENDORSE OR GUARANTEE THE CONDUCT OF ITS MEMBERS OR THEIR COMPATIBILITY WITH YOU.

NovoLiver® Cohorts led by a Coach(es) are designed to provide individuals with education, information and personal support from peers and the group leader regarding your health-related issues and goals. For example, an Enterprise Customer may contract Satya to provide the Program to you and ask you to use our Services to track your medical treatments and progress. In such a case, your Coach may provide general information about psychological and emotional issues related to health conditions, medical treatments, success stories, and health-related goals in order to help you adhere to the specific regimen prescribed by your physician. However, Coaches are not allowed to use the Coaching Service to engage in rendering any type of psychological or healthcare advice for any individual or for his or her particular situation. Under no circumstances will any of your interactions with any Coach or any User of the Services be deemed or construed to create a physician-patient relationship or a fiduciary duty of any kind whatsoever. IF SATYA BECOMES AWARE OF OR SUSPECTS ANY MEDICAL OR MENTAL CONDITIONS OR ILLNESS, SATYA MAY, AT ITS SOLE DISCRETION, TERMINATE ALL OR ANY PORTION OF THE SERVICES.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH COACHES AND/OR OTHER MEMBERS WHEN USING THE SERVICES.

Satya does not offer professional medical services(removal or advice or counseling). Satya is a company that provides wellness platforms. The Services provided by Satya and or its affiliates or wellness coaches, in particular the services via the platform, does not contain or constitute, and should not be interpreted as medical advice or opinion. No doctor-patient relationship is created. Use of the Services provided by Satya is not for medical emergencies.

Satya is not a medical professional company and Satya does not provide medical services or render medical advice. Nothing contained in the results should be construed as such advice or diagnosis. the information and services provided by Satya should not be interpreted as a substitute for physician consultation, evaluation, or treatment, and the information made available on or through the service should not be relied upon when making medical decisions, or to diagnose or treat a medical or health or psychological condition.

If You are being treated for an illness, are pregnant, have any food-related allergies, taking prescription medication to treat a disease, You should consult Your physician before using the Service. You represent to Satya (which representation shall be deemed to be made each time you use the Service), that You are not using the Service or participating in any of the activities offered by the Service for the purpose of seeking medical attention. You further agree and confirm that, before using the Service, You have consulted Your physician and exercised all reasonable due diligence, particularly if You are at risk for problems resulting from exercise or changes in Your diet. If any information You receive or obtain from using the Service that is inconsistent with the medical advice from Your physician, You should follow the advice of Your physician. You should also check with your physician if you should consult a mental health professional prior to starting the Program.

**PUBLIC FORUM; INFORMATION PROVIDED BY MEMBERS**

Definition. “Public Forum” is any area, site or feature offered as part of the Services (including, but not limited to, chat, message board, blog, groups, emails or instant messaging features) that enables you (a) to upload, submit, post, display, perform, distribute and/or view User Content, and/or (b) to communicate, share, or exchange User Content with other members. Except as otherwise provided in our **Privacy Policy** and **HIPAA Notice**, all Public Forum communications are public and not private communications. You are, and shall remain, solely responsible for the User Content that you upload, submit, post, transmit, communicate, share or exchange by means of any Public Forum and for the consequences of submitting or posting the same.

NovoLiver® Cohort. As a NovoLiver® member, you are automatically invited to join and participate in Program cohorts with other Program members that may be designated as a NovoLiver® Disease Reversal Coach by Satya (such person or persons, collectively, the “**Facilitators''**) as well as an individual pillar coach, who may be an employee or a contractor of Satya, personnel from an unaffiliated third party service provider or personnel from, or designated by, our Enterprise Customer (such person, a “**Coach**”). A NovoLiver® Cohort is a Public Forum, and by participating in the NovoLiver® Cohort, you may receive electronic communications, including group chat messages and/or private messages from Coaches, Facilitators and other NovoLiver® Cohort members who are members of the same NovoLiver® Cohort. NovoLiver® Cohort members **can see your User ID and public profile**, but will not see your email address. If you do not wish to receive messages from other members, you should opt out of a NovoLiver® Cohort.

Whether you transmit any user content via private messaging or group chat feature, you agree to abide by our community standards and conduct guidelines at all times. You further acknowledge that by providing you with the ability to distribute User Content in the discussion forums, we are acting as a passive conduit for such distribution and we are not undertaking any obligation or liability relating to any User Content or activity in any Public Forum, nor do we endorse any such User Content or activity. Although we reserve the right to monitor some, all, or no areas of the Services (including any discussion forum and NovoLiver® Cohorts) for adherence to the community standards and conduct guidelines set forth above and to remove, without notice, any User Content for any reason, we have no obligation to review Content prior to the Content’s posting or to delete User Content that you may find objectionable or offensive. SATYA DISCLAIMS ANY PERCEIVED, IMPLIED OR ACTUAL DUTY TO MONITOR PUBLIC FORUMS AND SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR INFORMATION PROVIDED THEREON.

Public Profile; Information Provided by Members. In order to join a NovoLiver® Cohort or access similar services that provide Public Forums or interactions with other members, you may be required to create public profiles, which may contain certain identifying information (such as age, profile photos, location, etc.). In addition, members have the option to post photographs, messages, videos and other information on their public profiles. Satya relies on its members to provide current and accurate information, and Satya does not, and cannot, investigate information contained in member public profiles. Accordingly, we must assume that information contained in each member's public profile is current and accurate. SATYA DOES NOT REPRESENT, WARRANT OR GUARANTEE THE CURRENCY OR ACCURACY OF PUBLIC PROFILE INFORMATION, AND HEREBY DISCLAIMS ALL RESPONSIBILITY AND LIABILITY FOR ANY INFORMATION PROVIDED BY MEMBERS BY MEANS OF PUBLIC PROFILES OR OTHERWISE IN CONNECTION WITH THEIR USE OF THE SERVICES.

**COMMUNITY STANDARDS AND CONDUCT GUIDELINES:**

You agree that **you will not** (and/or will not use the Website, the Mobile App and/or any part of our Services to):

Upload, post, email or otherwise transmit any User Content or other materials that:

(i) are unlawful, harmful, threatening, abusive, harassing, inflammatory, tortious, defamatory, vulgar, libelous, slanderous, discriminatory, invasive of another’s privacy, hateful, or racially, ethnically or otherwise objectionable (in our sole discretion);

(ii) contain adult content, including obscene, pornographic, and/or sexual terms, descriptions and/or images, nudity, profanity or graphic violence;

(iii) incite or encourage criminal or terrorist activities or physical harm against another;

(iv) exploit political agendas or “hot button” issues for commercial use; or that contain hate speech based upon the race, sex, national original, religious affiliation, marital status, sexual orientation, gender identify, or language of an individual or group;

(v) are not your own, or that you do not have a right to upload, post, email or otherwise transmit under any law or under contractual or fiduciary relationships (such as insider information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

(vi) infringe upon any patent, trademark, trade secret, copyright, right of privacy or publicity or other proprietary rights of any party or that are deceptive, misleading or fraudulent or that may otherwise be unlawful or give rise to civil or criminal liability;

(vii) are unauthorized advertising, promotional materials, “junk mail,” “spam,” “phishing,” “chain letters,” “pyramid schemes,” or any other form of solicitation, opinions or notices, commercial or otherwise;

(viii) contain software viruses, spyware, adware, worms, or any other computer malware or malicious code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

Harm minors in any way, or solicit or otherwise attempt to gain any information from a minor;

Advertise or otherwise solicit funds or constitute a solicitation for goods or services;

Impersonate any person or entity, including, but not limited to any user of the Services, a director, officer, employee, shareholder, agent or representative of Satya, our Enterprise Customers or any other person or entity, or falsely state or otherwise misrepresent your affiliation with Satya, our Enterprise Customers or any other person or entity;

Provide false, misleading or inaccurate information to Satya or any other member;

Create more than one unique public profile or register for more than one account except as specifically permitted in these Terms of Use, create an account on behalf of someone else, or create a false or misleading identity on the Services;

Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content or other materials transmitted to or through the Services;

Attempt to probe, scan or test the vulnerability of the Services or any associated system or network, or breach security or authentication measures without proper authorization;

Use or affect the Services in any manner that could damage, disable, overburden or impair the Services or its functionality, or disrupt the normal flow of dialogue (including, without limitation, “flooding,” “mail bombing,” or “crashing”), or otherwise act in a manner that negatively affects or otherwise diminishes the quality of another user’s experience of the Services;

Interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services;

Intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, any regulations having the force of law;

“Stalk” or otherwise harass another user or employee of the Services;

Solicit, collect or post personal data or attempt to solicit, collect or post personal data about other users of the Services, including usernames or passwords;

Access or attempt to access another user’s account without his or her consent;

Reverse engineer, disassemble or decompile the Mobile App, or attempt to discover or recreate the source code for the Mobile App or any portion of the Services; or

Assign, transfer or sublicense your rights as a registered user of the Services.

Your privilege to use the Services (including your ability to contribute to discussions on the Public Forum or communicate with Coaches and/or other members of a NovoLiver™ Cohort) depends on your compliance with the community standards and conduct guidelines set forth above. We may revoke your privileges to use all or a portion of the Services and/or take any other appropriate measures to enforce these community standards and conduct guidelines if violations are brought to our attention. Further, if you fail to adhere to our community standards and conduct guidelines, or any part of these Terms of Use, we may terminate, in our sole discretion, your use of, or participation in, any Public Forum or the Services. Any violation of this section may subject you to civil and/or criminal liability.

YOU AGREE AND UNDERSTAND THAT YOU MAY BE HELD LEGALLY RESPONSIBLE FOR DAMAGES SUFFERED BY OTHER MEMBERS OR THIRD PARTIES AS THE RESULT OF YOUR REMARKS, INFORMATION, FEEDBACK OR OTHER CONTENT POSTED OR MADE AVAILABLE ON THE SERVICES (INCLUDING ANY PUBLIC FORUM) THAT IS DEEMED DEFAMATORY OR OTHERWISE LEGALLY ACTIONABLE. UNDER THE US FEDERAL COMMUNICATIONS DECENCY ACT OF 1996, SATYA IS NOT LEGALLY RESPONSIBLE, NOR CAN IT BE HELD LIABLE FOR DAMAGES OF ANY KIND, ARISING OUT OF OR IN CONNECTION TO ANY DEFAMATORY OR OTHERWISE LEGALLY ACTIONABLE REMARKS, INFORMATION, FEEDBACK OR OTHER CONTENT POSTED OR MADE AVAILABLE ON THE SERVICES.

**REITERATION OF PROHIBITED CONDUCT:**

You agree not to engage in any of the following activities:

**Violating laws and rights**: You shall not (a) use the Platform for any illegal purpose or in violation of any local, state, national, or international laws, (b) violate or encourage others to violate any right of or obligation to a third party, including but not limited to, by infringing, misappropriating, or violating intellectual property, confidentiality, or privacy rights.

**Solicitation**: You shall not use the Platform, or any information provided through the Platform for the transmission of advertising or promotional materials, including junk mail, spam, chain letters, or any other form of unsolicited or unwelcome solicitation.

**Disruption**: You shall not use the Platform in any manner that could disable, overburden, damage, or impair the Platform, or interfere with any other party’s use and enjoyment of the Platform; including by

(a) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code, or (b) interfering with or disrupting any network, equipment, or server connected to or used to provide any of the Services on the Platform, or violating any regulation, policy, or procedure of any network, equipment, or server.

**Harming others**: You shall not share or transmit Content or details that are harmful, offensive, obscene, abusive, invasive of privacy, defamatory, hateful or otherwise discriminatory, false or misleading, or incites an illegal act. You shall not intimidate or harass another through the Platform; and, You may not post or transmit any personally identifiable information about persons without obtaining such persons express written permission to do so through the Platform.

**Impersonation or unauthorized access**: You shall not impersonate another person or entity or misrepresent Your affiliation with a person or entity when using the Platform. You shall not use or attempt to use another’s account or personal information; and, You shall not attempt to gain unauthorized access to the Platform, or the computer systems or networks connected to the Platform, through hacking password mining or any other means.

**LIMITATION OF LIABILITY:**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT IN NO EVENT SHALL NEITHER SATYA, THE OTHER SATYA PARTIES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS AND SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, OR RESULTING FROM, (A) THE USE OR THE INABILITY TO USE THE SERVICES; (B) THE USE OF ANY CONTENT OR OTHER MATERIAL ON THE WEBSITE, OUR APPLICATIONS OR APPLICATIONS LINKED TO OUR APPLICATIONS, (C) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (D) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (E) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OUR SERVICES; OR (F) ANY OTHER MATTER RELATING TO THE SERVICES.

YOU, ON BEHALF OF YOURSELF, YOUR PERSONAL REPRESENTATIVES AND YOUR HEIRS, HEREBY VOLUNTARILY AGREE TO RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, DEFEND AND INDEMNIFY SATYA, THE SATYA PARTIES, AND ITS AND THEIR SUBLICENSEES, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS, ACTIONS OR LOSSES FOR BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, EMOTIONAL DISTRESS, LOSS OF SERVICES OR OTHER DAMAGES OR HARM, WHETHER TO YOU OR TO THIRD PARTIES, WHICH MAY RESULT FROM YOUR USE OF THE SERVICES.

YOU UNDERSTAND AND AGREE THAT THE CANCELLATION OR TERMINATION OF YOUR SUBSCRIPTION IS YOUR SOLE RIGHT AND REMEDY WITH RESPECT TO ANY DISPUTE WITH US INCLUDING, WITHOUT LIMITATION, ANY DISPUTE RELATED TO, OR ARISING OUT OF: (I) THESE TERMS OF USE OR OUR ENFORCEMENT OR APPLICATION THEREOF; (II) ANY PRACTICE OR POLICY OF SATYA INCLUDING THESE TERMS OF USE AND OUR PRIVACY POLICY, OR OUR ENFORCEMENT OR APPLICATION OF THESE POLICIES; (III) THE CONTENT AVAILABLE THROUGH THE WEBSITE AND/OR APPLICATIONS OR ANY CHANGE IN CONTENT PROVIDED THROUGH THE WEBSITE AND/OR APPLICATIONS THROUGH THE SERVICES; (IV) YOUR ABILITY TO ACCESS AND/OR USE OUR WEBSITE AND/OR APPLICATIONS; OR (V) THE AMOUNT OR TYPES OF OUR FEES OR CHARGES, SURCHARGES, APPLICABLE TAXES, OR BILLING METHODS, OR ANY CHANGE TO OUR FEES OR CHARGES, APPLICABLE TAXES, OR BILLING METHODS.

THE MAXIMUM LIABILITY OF SATYA AND ITS AFFILIATES AND ITS OR THEIR RESPECTIVE THIRD-PARTY SERVICE PROVIDERS, LICENSORS AND SUPPLIERS TO YOU UNDER ALL CIRCUMSTANCES FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING SERVICES THAT RESULTED IN DAMAGES. IF ANY PORTION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. YOU AGREE THAT THIS LIMITATION OF LIABILITY REPRESENTS A REASONABLE ALLOCATION OF RISK AND IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN SATYA AND YOU. THE SERVICES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS.

ANY CAUSE OF ACTION BY YOU ARISING OUT OF OR RELATING TO THE SERVICES, OR THESE TERMS OF USE MUST BE INSTITUTED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE OR BE FOREVER WAIVED AND BARRED. ALL ACTIONS SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN THESE TERMS OF USE.

In no event shall Satya, its officers, partners, employees, or agents, be liable for direct, indirect, incidental, special, consequential or exemplary damages (even if Satya has been advised of the possibility of such damages), resulting from any aspect of Your use of the Platform, including without limitation whether the damages arise from use or misuse of the Platform, from inability to use the Platform, or the interruption, suspension, modification, alteration, or termination of the Platform. Such limitation of liability shall also apply with respect to damages incurred by reason of Services offered or rendered through or advertised in connection with the Platform or any links on the Platform, as well as by reason of any information, opinions or advice received through or advertised in connection with the Platform or any links on the Platform. These limitations shall apply to the fullest extent permitted by law. You specifically acknowledge and agree that Satya shall not be liable for user details or content or defamatory, offensive, or illegal conduct of any user or third party and that the risk of harm or damage from the foregoing rests entirely with You.

In any event, the total aggregate liability of Platform to You under any applicable law whatsoever for all loss or damage arising out of access to the Platform shall be limited to the total amount paid by User to platform in the 6 month period immediately prior to the date the claim arose.

**INDEMNIFICATION:**

Without limiting any indemnification provisions of these Terms of Use, you agree to indemnify, hold harmless and, at our option, defend Satya and the Satya Parties (collectively, “**Satya Indemnified Parties**”) from any and all third party claims, actions, demands, causes of action, liability, damages and/or costs (including, but not limited to, reasonable attorneys’ fees and expenses) (collectively, “**Claims**”) arising from:

1. Your improper use of the Services or our products or offerings

2. Your violation or alleged violation of these Terms of Use

3. Your provision to Satya or any of the Indemnified Parties of information or other data

4. Your infringement or alleged infringement, or the infringement or use (or alleged infringement or alleged use) by any other user of your account, of any intellectual property or other right of any person or entity

5. Your violation or alleged violation of any foreign or domestic, federal, state or local law or regulation.

The Indemnified Parties will have the right, but not the obligation, to participate through counsel of their choice in any defense by you of any Claim as to which you are required to defend, indemnify or hold harmless the Indemnified Parties. You may not settle any Claim without the prior written consent of the concerned Indemnified Parties.

In addition, You agree to indemnify Us and hold Us harmless from and against any claims arising out of or relating to:

1. Details and Content that You submit or transmit for the Services
2. Your violation of any rights of any other person in connection with the Platform,
3. Infringement of any third party intellectual property rights,
4. Any breach of the terms and conditions of this Terms of Use and Privacy Policy,
5. Any breach of applicable laws and regulations,
6. Any representation and warranties made by You in relation to availing our Services and transactions (present and subsequent) between You and the Users.

**TERM AND TERMINATION:**

Termination. These Terms of Use will remain in full force and effect while you use our Services (including our Website and Mobile Apps). We may terminate your use of, or access to, the Service if you violate any of these Terms of Use, or otherwise in our reasonable discretion.

Effect of Termination; Survival. Termination of these Terms of Use automatically terminates all rights and licenses granted to you under these Terms of Use, including all rights to use the Services, except that all terms that by their nature may survive termination shall be deemed to survive such termination (including, without limitation, intellectual property, disclaimers, limitations of liability, User Content license, governing law and venue). Subsequent to termination, Satya reserves the right to exercise whatever means it deems necessary to prevent your unauthorized use of the Services, including without limitation technological barriers such as IP blocking and direct contact with your Internet Service Provider.

Legal Action. If we, in our sole discretion, take legal action against you in connection with any actual or suspected breach of these Terms of Use, we will be entitled to recover from you as part of such legal action, and you agree to pay, our reasonable costs and attorneys’ fees incurred as a result of such legal action. The Satya Parties will have no legal obligation or other liability to you or to any third party arising out of or relating to any termination of these Terms of Use.

**GOVERNING LAW AND ARBITRATION:**

These Terms of Use shall be governed by and construed in accordance with the laws of the State of Michigan, without giving effect to any principles of conflicts of law. Except with respect to any claim of injunctive relief or other equitable remedy by a party, any dispute arising between you and us concerning these Terms of Use will be submitted to and settled by binding arbitration before JAMS, by a single arbitrator under JAMS’ Comprehensive Arbitration Rules. Arbitration will take place in the County of Washtenaw, Michigan, USA. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by certified mail or by commercial express mail.

**NOTICE AND PROCEDURE FOR MAKING COMPLAINTS OF RIGHT INFRINGEMENTS:**

If You believe that Your rights are being infringed by an item or information on the Website, You may submit a notice to us (**Notice**) to [support@novoliver.com](mailto:support@novoliver.com). Upon receipt of a Notice, a ticket number may be assigned for the complaint logged by You, via which you will be able to track the status of your application. We may take certain actions, including removing information or an item, all of which are taken without any admission as to liability and without prejudice to any rights, remedies or defenses, all of which are expressly reserved. Furthermore, in submitting a Notice,

Important Warning: Giving false, misleading or inaccurate information in the Notice to us may result in civil and/or criminal liability. You should contact a legal advisor should You have any questions.

**FEEDBACK:**

You agree that we own any suggestions, enhancement requests, recommendations or other feedback you provide relating to NovoLiver™ or the Services (“**Feedback**”), without any obligation of attribution or compensation, however, we will not disclose your Feedback to any unaffiliated third party in a manner that can be attributed to you without your consent.

**CHANGES TO THESE TERMS OF USE:**

We may revise these Terms of Use at any time by posting any changes and/or updates directly on this page. We encourage you to visit this page periodically to review our current Terms of Use.

The Platform reserves the right at any time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) available on or through the Platform. Further, the Platform reserves the right to change these Terms of Use at any time. The Platform will provide a notification or pop up in case of any changes in Terms of Use and any other Policy. You are responsible to check the website from time to time to view any such changes in the Terms of Use. If you do not agree to any changes, if and when such changes may be made to the Terms of Use, you must immediately stop using the Platform.

You are responsible for regularly reviewing the Terms of Use. Continued use of the Platform after any such changes shall constitute Your consent to be bound by such changes. Your only right with respect to any dissatisfaction with these Terms of Use any Policy or practice of ours in operating the Platform or any Content available through the Platform, is to exercise discontinuation of usage of our Platform and/or Services.

**MISCELLANEOUS TERMS:**

If any provision of these terms shall be found by a court of competent jurisdiction to be unlawful, invalid, void or voidable, or for any reason unenforceable, then that provision shall be modified to the extent necessary to reflect the original intent of the parties and shall not affect the validity and enforceability of any remaining provisions. We may assign our rights and obligations under these Terms of Use. These Terms of Use will inure to the benefit of our successors, assigns and licensees. The failure of either party to insist upon or enforce the strict performance of the other party with respect to any provision of these Terms of Use, or to exercise any right under the Terms of Use, will not be construed as a waiver or relinquishment to any extent of such party’s right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and remain in full force and effect.