

SOMA CARE TERMS OF SERVICE

Last Updated: December 8, 2025

These Terms of Service (“**Terms**”) apply to your access to and use of our website located at www.getsomacare.net (or any successor links) and all associated web pages, websites, and social media pages (collectively, the “**Site**”) provided by Soma Care, Inc. (“**Soma Care**”, “**we**”, “**our**” or “**us**”) and our chronic pain wellness and support services together with any other online services that link to the Terms (such services, together with the Site, the “**Services**”).

ARBITRATION NOTICE AND CLASS ACTION WAIVER: BY AGREEING TO THESE TERMS, EXCEPT FOR (I) CERTAIN TYPES OF DISPUTES DESCRIBED IN SECTION 14, (II) WHERE YOU EXERCISE YOUR RIGHT TO OPT OUT OF ARBITRATION AS DESCRIBED IN SECTION 14, OR (III) TO THE EXTENT PROHIBITED BY LAW, DISPUTES BETWEEN YOU AND SOMA CARE WILL BE RESOLVED SOLELY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ARBITRATION, CLASS ACTION, ANY OTHER KIND OF REPRESENTATIVE PROCEEDING, OR BY JURY TRIAL. If you do not agree to these Terms, do not use our Services.

Supplemental Terms: We may indicate that different or additional terms, conditions, guidelines, policies, or rules apply in relation to some of our Services (“**Supplemental Terms**”). Any Supplemental Terms become part of your agreement with us if you use the applicable Services, and if there is a conflict between these Terms and the Supplemental Terms, the Supplemental Terms will control for that conflict.

IMPORTANT NOTICE RE: THE USE OF THE SERVICES: The Services include certain artificial intelligence (“AI”) powered tools and features, such as our behavioral intervention program that provides chronic pain support (the “**Behavioral Tool**”). When using the Behavioral Tool, or any other AI-powered tools or features available through the Services, it is important to note that AI technology is still evolving and you should confirm information received through the Behavioral Tool.

NO PROFESSIONAL ADVICE: THE SERVICES AND ANY INFORMATION, CONTENT, RESOURCES OR OTHER RESULTS PROVIDED OR ACCESSED ON OR THROUGH THE SERVICES (INCLUDING THE BEHAVIORAL TOOL) (A) ARE INTENDED AND PROVIDED SOLELY FOR INFORMATIONAL, ENTERTAINMENT, OR EDUCATIONAL PURPOSES, (B) DO NOT PROVIDE OR REPLACE HEALTH, MEDICAL, PSYCHOLOGICAL, OR PROFESSIONAL ADVICE, DIAGNOSIS, COUNSELING, OR TREATMENT, AND (C) SHOULD NOT BE USED FOR URGENT, IMPORTANT, CRITICAL, OR LIFE-THREATENING SITUATIONS.

DISCLAIMER: SOMA CARE AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AGENTS, LICENSORS, LICENSEES AND VENDORS (INDIVIDUALLY AND COLLECTIVELY, THE “SOMA CARE PARTIES”) ARE NOT RESPONSIBLE OR LIABLE IN ANY MANNER FOR ANY INFORMATION, CONTENT, OUTPUT, RESULTS, OR OTHER RESOURCES PROVIDED OR ACCESSED ON OR THROUGH THE SERVICES OR FOR ANY HARM, CONSEQUENCES, DAMAGES, OR

LIABILITY RELATING DIRECTLY OR INDIRECTLY TO ANY DECISIONS, ACTION, OR INACTION TAKEN IN RELIANCE UPON OR AS A RESULT OF ANY OF THE FOREGOING.

We may make changes to these Terms. The “*Last Updated*” date above indicates when these Terms were last changed. If we make future changes, we may provide you with notice of such changes, such as by sending an email, providing a notice through our Services, or updating the date at the top of these Terms. Unless we say otherwise in our notice, the amended Terms will be effective immediately, and your continued use of our Services after we provide such notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must immediately stop using our Services.

1 Eligibility and Use Restrictions

- (a) **Age.** Users under 18 years of age (or the age of legal majority where you live) may not use our Services. If you are a parent or guardian and you believe that your child under the age of 18 is using our Services without your consent, please contact us at support@getsomecare.com.
- (b) **Jurisdiction.** You may only use our Services in jurisdictions authorized by Soma Care. Use of our Services is currently authorized only in the United States.
- (c) **Use and Sharing.** You may only use our Services for personal, family or household purposes and expressly excluding any commercial use. You may not share our Services.

2 Your Information

You may provide certain information to Soma Care in connection with your access or use of our Services, or we may otherwise collect certain information about you when you access or use our Services. You agree to receive emails, SMS or text messages, and other types of communication from Soma Care via the Services using the email address or other contact information you provide in connection with the Services. You represent and warrant that any information that you provide to Soma Care in connection with the Services is accurate.

For information about how we collect, use, share and otherwise process information about you, please see our Privacy Notice.

3 Accounts

You must create an account with Soma Care in order to use some or all of our Services. You may not share or permit others to use your individual account credentials. You will promptly update any information contained in your account if it changes. You must use a strong password for your account that is unique to our Services and not used by you in any other website or online service.

You must maintain the security of your account, as applicable, and promptly notify us if you discover or suspect that someone has accessed your account without your permission. We reserve the right to reject, require that you change, or reclaim usernames, including on behalf of businesses or individuals that hold legal title, including trademark rights, in those usernames.

4 Input and Output

- (a) The Services may involve the use of prompts (which could be in a variety of formats, including text and voice) and other input or content that you or other users provide in connection with the Services (collectively, “**Input**”). You are solely responsible for your Input, including ensuring that it does not infringe or violate any third-party rights or violate applicable law or these Terms. Subject to the license you grant below, as between you and Soma Care, you retain all rights in and to your Input.
- (b) You grant the Soma Care Parties a perpetual, irrevocable, nonexclusive, royalty-free, worldwide, and sublicensable right and license to capture, use and exploit your Input as we deem appropriate to provide, maintain, develop, analyze, and improve the Services and as otherwise provided in these Terms, including for research and other internal purposes. You hereby irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of materials regarding any Input that you may have under any applicable law or under any legal theory or any other claims you may have arising out of the use of your Input as contemplated herein.
- (c) You represent and warrant that you have all rights and permissions necessary to use and provide to us the Input in connection with your use of the Services and that your Input and our use thereof as permitted under these Terms, will not infringe upon or violate the rights of any third party or any applicable laws, rules, or regulations. To the fullest extent permitted by applicable law, you will indemnify, defend, and hold harmless the Soma Care Parties from and against any losses, liabilities, claims, demands, damages, expenses, or costs arising out of or related to your Input or your violation of these Terms.
- (d) The responses and other outputs generated through the Services (the “**Output**”) are derived from content provided by clinical experts and other suppliers and licensors (collectively “**Licensors**”), and all rights in and to any Output are retained by Soma Care and its Licensors. You may use the Output solely for your personal use as authorized under Section 6 of these Terms, and you do not obtain rights of any kind therein. You understand and agree that Output may be inaccurate, inappropriate, and unreliable and that you are solely responsible for verifying and fact-checking Output for accuracy, completeness, and suitability before acting on it and for any actions you take relating to or as a result of such Output.

5 Prohibited Conduct

(e) You will not use our Services if you are not eligible to use our Services in accordance with Section 1 and will not use our Services other than for their intended purpose. Further, you will not, in connection with our Services:

- Violate any applicable law, contract, intellectual property right, or other third-party right or commit a tort;
- Use or attempt to use another user's account or information without authorization from that user and Soma Care;
- Impersonate or post on behalf of any person or entity or otherwise misrepresent your affiliation with a person or entity;
- Sell or resell our Services;
- Copy, reproduce, distribute, publicly perform, or publicly display all or portions of our Services, except as expressly permitted by us or our licensors;
- Modify our Services, remove any proprietary rights notices or markings, or otherwise make any derivative works based upon our Services;
- Use our Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying our Services or that could damage, disable, overburden, or impair the functioning of our Services in any manner;
- Reverse engineer any aspect of our Services or do anything that might discover or reveal source code, or bypass or circumvent measures employed to prevent or limit access to any part of our Services;
- Use any data mining, robots, or similar data gathering or extraction methods designed to scrape or extract data from our Services except in accordance with instructions contained in our robot.txt file and only to compile for search results, *provided* that Soma Care grants to the operators of public search engines permission to use spiders to copy materials from the Site for the sole purpose of (and solely to the extent necessary for) creating publicly available, searchable indices of such materials, but not caches or archives of such materials. Soma Care reserves the right to revoke such permission either generally or in specific cases, at any time and without notice;
- Develop or use any applications or software that interact with our Services without our prior written consent; or
- Use our Services for any illegal or unauthorized purpose, or engage in, encourage, or promote any activity that violates these Terms.

- (f) Enforcement of this Section 5 is solely at Soma Care’s discretion, and failure to enforce this section in some instances does not constitute a waiver of our right to enforce it in other instances.

6 Ownership; Limited License

The Services, including the text, graphics, images, photographs, videos, illustrations, and other content contained therein, and all intellectual property rights therein and thereto, are owned by Soma Care or our licensors and are protected under both United States and foreign laws. Except as explicitly stated in these Terms, all rights in and to the Services, including all intellectual property rights therein and thereto, are reserved by us or our licensors. Subject to your compliance with these Terms (including Sections 4 and 5), you are hereby granted a limited, nonexclusive, nontransferable, non-sublicensable, revocable license to access and use our Services for your own personal, noncommercial use. Any use of the Services other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the license granted herein and violate our intellectual property rights.

7 Trademarks

Soma Care and our logos, product or service names, slogans, and the look and feel of the Services are trademarks of Soma Care and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names, and company names or logos mentioned on or in connection with the Services are the property of their respective owners. Reference to any products, services, processes, or other information by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation by us.

8 Feedback

You may voluntarily post, submit, or otherwise communicate to us any questions, comments, suggestions, ideas, original or creative materials, or other information about Soma Care or our Services (collectively, “**Feedback**”). You understand that we may use such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you, including to develop, copy, publish, or improve the Feedback or Services, or to improve or develop new products, services, or the Services in Soma Care’s sole discretion. Soma Care will exclusively own all improvements to the Services, or new Soma Care services, based on any Feedback. You understand that Soma Care may treat Feedback as nonconfidential.

9 Third-Party Content

- (a) Our Services rely on or interoperate with third-party products and services, including, without limitation, data storage services, communications technologies, IoT platforms, third-party app stores, and internet and mobile operators (collectively, “**Third-Party Materials**”). These Third-Party Materials are beyond our control, but their operation may impact, or be impacted

by, the use and reliability of our Services. You acknowledge that (a) the use and availability of the Services is dependent on third-party product vendors and service providers and (b) these Third-Party Materials may not operate reliably 100% of the time, which may impact the way that our Services operate.

- (b) Specifically, certain items of independent, third-party code may be utilized in connection with the Services that may be subject to open-source licenses ("**Open-Source Software**"). The Open-Source Software is licensed to us under the terms of the license that accompanies such Open-Source Software and may be licensed to you under the terms of the same license or through other terms. Nothing in the Terms limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable license for such Open-Source Software.
- (c) We may further provide information about or links to third-party products, services, activities, or events, or we may allow third parties to make their content and information available on or through the Services (collectively, "**Third-Party Content**"). We provide Third-Party Content as a service to those interested in such content. Your dealings or correspondence with third parties and your use of or interaction with any Third-Party Content are solely between you and the third party.
- (d) We have no obligation to monitor Third-Party Materials or Third-Party Content, and we may block or disable access to any Third-Party Materials or Third-Party Content (in whole or part) through our Services at any time. Your access to and use of such Third-Party Content or Third-Party Materials may be subject to additional terms, conditions, and policies applicable to such Third-Party Content (including terms of service or privacy policies of the providers of such Third-Party Materials). You are responsible for obtaining and maintaining any computer hardware, equipment, network services and connectivity, telecommunications services, and other products and services necessary to access and use the Services.

10 Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend, and hold harmless the Soma Care Parties from and against any losses, liabilities, claims, demands, damages, expenses or costs ("**Claims**") arising out of or related to (a) your access to or use of the Services; (b) your User Content or Feedback; (c) your violation of these Terms; (d) your violation, misappropriation, or infringement of any rights of another (including intellectual property rights or privacy rights); or (e) your conduct in connection with the Services. You will promptly notify Soma Care Parties of any third-party Claims, cooperate with Soma Care Parties in defending such Claims, and pay all fees, costs, and expenses associated with defending such Claims (including attorneys' fees). The Soma Care Parties will have control of the defense or settlement, at Soma Care's sole option, of any third-party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Soma Care or the other Soma Care Parties.

11 Disclaimers

Your use of our Services and any content or materials provided therein or therewith (including the Third-Party Content and Third-Party Materials) is at your sole risk. Except as otherwise provided in a writing by us and to the fullest extent permitted under applicable law, our Services, and any content or materials provided therein or therewith (including the Third-Party Content and Third-Party Materials) are provided “as is” and “as available” without warranties of any kind, either express or implied. Soma Care disclaims all warranties with respect to the foregoing, including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. In addition, Soma Care does not represent or warrant that our Services or any content provided therein or therewith (including the Third-Party Content and Third-Party Materials) are accurate, complete, reliable, current, or error-free or that access to our Services or any content provided therein or therewith (including the Third-Party Content and Third-Party Materials) will be uninterrupted. While Soma Care attempts to make your use of our Services and any content provided therein or therewith (including the Third-Party Content and Third-Party Materials) safe, we cannot and do not represent or warrant that our Services or any content provided therein or therewith (including the Third-Party Content and Third-Party Materials) or our servers are free of viruses or other harmful components or content or materials. You assume the entire risk as to the quality and performance of the Services and any content provided therein or therewith (including the Third-Party Content and Third-Party Materials). All disclaimers of any kind (including in this section and elsewhere in these Terms) are made for the benefit of Soma Care, Soma Care Parties, and Soma Care’s respective shareholders, agents, representatives, licensors, suppliers, and service providers, as well as their respective successors and assigns.

12 Limitation of Liability

- (a) To the fullest extent permitted by applicable law, Soma Care and the other Soma Care Parties will not be liable to you under any theory of liability—whether based in contract, tort, negligence, strict liability, warranty, or otherwise—for any indirect, consequential, exemplary, incidental, punitive, or special damages or lost profits, even if Soma Care or the other Soma Care Parties have been advised of the possibility of such damages.
- (b) The total liability of Soma Care and the other Soma Care Parties for any claim arising out of or relating to these Terms or our Services, regardless of the form of the action, is limited to the greater of \$100 or the amount paid by you to use our Services.
- (c) The limitations set forth in this Section 12 will not limit or exclude liability for the gross negligence, fraud, or intentional misconduct of Soma Care or the other Soma Care Parties or for any other matters in which liability cannot be excluded or limited under applicable law. Additionally, some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

13 Release

To the fullest extent permitted by applicable law, you release Soma Care and the other Soma Care Parties from responsibility, liability, claims, demands, and/or damages (actual and consequential) of every kind and nature, known and unknown (including claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. If you are a consumer who resides in California, you hereby waive your rights under California Civil Code § 1542, which provides: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

14 Dispute Resolution; Binding Arbitration

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES YOU AND SOMA CARE TO ARBITRATE CERTAIN DISPUTES AND LIMITS THE MANNER IN WHICH YOU AND SOMA CARE CAN SEEK RELIEF FROM EACH OTHER. ARBITRATION PRECLUDES YOU AND SOMA CARE FROM SUING IN COURT OR HAVING A JURY TRIAL. YOU AND SOMA CARE AGREE THAT ARBITRATION WILL BE SOLELY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ARBITRATION, CLASS ACTION, OR ANY OTHER KIND OF REPRESENTATIVE PROCEEDING. SOMA CARE AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY.

YOU AND SOMA CARE EACH ACKNOWLEDGE THAT THE TERMS OF THIS SECTION ARE INTENDED TO REDUCE THE FINANCIAL BURDENS ASSOCIATED WITH RESOLVING DISPUTES AND ARE NOT INTENDED TO DELAY ADJUDICATION OF EITHER PARTY’S CLAIMS.

FOLLOW THE INSTRUCTIONS BELOW, IN SECTION (j), IF YOU WISH TO OPT OUT OF THE REQUIREMENT OF ARBITRATION ON AN INDIVIDUAL BASIS.

- (a) **Claims This Section Applies To.** This Section applies to all Claims between you and Soma Care. A “**Claim**” is any dispute, claim, or controversy (excluding those exceptions listed in Section (c), below) between you and Soma Care, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, for which either party wishes to seek legal recourse and that arises from or relates to this Agreement, or the Services, including any claims related to the use or operation of the Services, the purchase of any products or services made available through the Services, all privacy or data security claims, and all claims related to the validity, enforceability, or scope of this Section or any portion of it.
- (b) **Informal Dispute Resolution Before Arbitration.** If you believe you have a Claim against Soma Care or if Soma Care believes it has a Claim against you, you and Soma Care will first attempt to resolve the Claim informally to try to resolve the Claim more quickly and reduce costs for both parties. You and Soma Care will make a good-faith

effort to negotiate the resolution of any Claim for 45 days (“**Informal Resolution Period**”), from the day either party receives a written notice of a dispute from the other party that satisfies the requirements of this Section (b) (a “**Claimant Notice**”). The Informal Resolution Period is designed to allow the party who has received a Claimant Notice to make a fair, fact-based offer of settlement if it chooses to do so. The Informal Resolution Period may be extended by the parties’ mutual written agreement.

You must send any Claimant Notice to Soma Care by email to support@getsomacare.com with the words “Notice of Claim” in the subject line. Soma Care will send any Claimant Notice to you by certified mail or email using the contact information you have provided to Soma Care. The party sending a Claimant Notice (the “**Claimant**”) will ensure it includes (i) the Claimant’s name, address, email address, and telephone number; (ii) a description of the nature of and basis for the Claim, including the date(s) on which the Claim arose and the facts on which the Claim is based; (iii) the specific relief sought; and (iv) a personally signed statement from the Claimant themselves (and not their counsel) verifying the accuracy of the contents of the Claimant Notice.

No arbitration demand (“**Arbitration Demand**”) may be filed or proceed before a Claimant Notice is sent and the Informal Resolution Period has concluded. If you or Soma Care files an Arbitration Demand without complying with the requirements in this section, including the requirement to wait for the Informal Resolution Period to conclude, the other party may seek relief from a court to enjoin such filing and for such other relief as the court deems proper. The prevailing party in any such action shall be entitled to recover its costs and reasonable attorneys’ fees incurred in seeking such relief.

To facilitate the parties’ efforts to reach an efficient resolution of any Claim, the applicable statutes of limitation will be tolled, and all deadlines associated with arbitration fees deferred, from the commencement of the Informal Dispute Resolution Process through the date when suit or arbitration may be filed under this Agreement.

During the Informal Resolution Period, the parties’ will meet and confer in an attempt to agree on the arbitration provider and procedures that will result in the most efficient and economic resolution of the Claims between the parties. If the parties cannot agree on an arbitration provider and procedures prior to the end of the Information Resolution Period, the arbitration will be conducted according to this Section 14.

- (c) **Claims Subject to Binding Arbitration; Exceptions.** Except for individual disputes that qualify for small claims court (provided that the small claims court does not permit

class or similar representative actions or relief) and any disputes exclusively related to the intellectual property rights of you or Soma Care, including any disputes in which you or Soma Care seek injunctive or other equitable relief for the alleged unlawful use of your or Soma Care's intellectual property ("**IP Claims**"), all Claims, including Claims that are not related to intellectual property or intellectual property rights but are jointly filed with IP Claims, that are not resolved in accordance with Section (b) must be resolved by a neutral arbitrator through final and binding arbitration rather than in court. Claims subject to binding arbitration include, without limitation, disputes arising out of or relating to the interpretation or application of this arbitration provision, including the enforceability, revocability, or validity of this arbitration provision or any portion of it.

- (d) **Binding Individual Arbitration.** Except as otherwise expressly permitted by this Section, any Claim may be resolved only through binding individual arbitration conducted by JAMS, according to the Federal Arbitration Act, 9 U.S.C. § 1, et seq., ("**FAA**") and the JAMS ADR Rules and Procedures, including the JAMS Optional Expedited Arbitration Procedures, available on the JAMS website (collectively, the "**Rules**"), as modified by this Agreement.

This Agreement affects interstate commerce, and the enforceability of this Section will be substantively and procedurally governed by the FAA to the maximum extent permitted by law. As limited by the FAA, this Agreement, and the Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any Claim and to grant any remedy that would otherwise be available in court, including the power to determine the question of arbitrability. As allowed by applicable law, the arbitrator may only award legal or equitable remedies that are individual to you or Soma Care to satisfy one of our individual Claims (that the arbitrator determines are supported by credible relevant evidence).

- (e) **Arbitration Procedure and Location.** You or Soma Care may initiate arbitration of any Claim not resolved during the Informal Resolution Period by filing an Arbitration Demand with JAMS in accordance with the Rules.

Instructions for filing a demand with JAMS are available on the JAMS website. You will send a copy of any demand for arbitration to Soma Care by email to support@getsomacare.com. Soma Care will send any demand for arbitration to you by certified mail or by email using the contact information you have provided to Soma Care.

The arbitration will be conducted by a single arbitrator in the English language. You and Soma Care both agree that the arbitrator will be bound by this Agreement.

For Claims in which the Claimant seeks less than USD \$10,000, the arbitrator will decide the matter based solely on written submissions, unless the arbitrator decides that a formal hearing is necessary. For Claims in which the Claimant seeks USD \$10,000 or more, or smaller matters in which the arbitrator determines a hearing to be necessary, hearings will be conducted by video or telephone, unless the arbitrator determines an in-person hearing to be necessary. If an in-person hearing is determined to be necessary, the site of any in-person hearing will be determined by the applicable Rules.

The arbitrator (not a judge or jury) will resolve all Claims in arbitration. Unless you and Soma Care agree otherwise, any decision or award will include a written statement stating the decision of each Claim and the basis for the award, including the arbitrator's essential factual and legal findings and conclusions.

Any arbitration decision or award may be enforced as a final judgment by any court of competent jurisdiction or, if applicable, application may be made to such court for judicial confirmation of any award and an order of enforcement.

- (f) **Arbitration Fees.** Each party will be responsible for arbitration fees in accordance with the applicable Rules and this Agreement.
- (g) **Frivolous or Improper Claims.** To the extent permitted by applicable law, a Claimant must pay all costs incurred by the defending party, including any attorney's fees and arbitration fees, related to a Claim if an arbitrator determines that (i) the Claim was not warranted by existing law or by a nonfrivolous argument, (ii) the factual contentions for the Claim lacked evidentiary support when filed or were unlikely to have evidentiary support after a reasonable opportunity for further investigation; or (iii) the Claim was filed in arbitration for any improper purpose, such as to harass the defending party, cause unnecessary delay, or needlessly increase the cost of dispute resolution.
- (h) **Confidentiality.** If you or Soma Care files a Claim in arbitration, you and Soma Care agree to cooperate to seek from the arbitrator protection for any confidential, proprietary, trade secret, or otherwise sensitive information, documents, testimony, and other materials that might be exchanged or the subject of any discovery in the arbitration. You and Soma Care agree to seek such protection before any such information, documents, testimony, or materials are exchanged or otherwise become the subject of discovery in the arbitration.
- (i) **Mass Disputes.** If 75 or more Claimant Notices are received by a party that raise similar Claims or have the same or coordinated counsel, these will be considered a "**Mass Dispute**" and the provisions of this Section (i) will apply to all such Claimant

Notices. A Claimant Notice in a Mass Dispute may proceed to arbitration only as set forth below.

- a. **Applicable Rules.** Any Arbitration Demands based on these Claimant Notices filed in arbitration shall be subject to JAMS' Mass Arbitration Procedures and Guidelines available on the JAMS website (the "**Mass Arbitration Rules**"), as modified by this Agreement. Any disputes over whether an Arbitration Demand should be considered part of the Mass Dispute will be decided by JAMS as an administrative matter. The following procedures are intended to supplement the Mass Arbitration Rules, and to the extent the procedures conflict with those Rules, to supersede them.
 - b. **Initial Arbitrations.** The parties shall identify an initial set of 50 Claimant Notices to proceed as Arbitration Demands (the "**Initial Arbitrations**") in order to maximize efficiencies in the management, investigation, and arbitration of the remaining Claimant Notices in the Mass Dispute. The initial set shall be selected as follows. Counsel representing the Claimants in a Mass Dispute must notify the other party in writing (email will suffice) when all or substantially all Claimant Notices for the Mass Dispute have been provided. Counsel for all Claimants and counsel for the responding party each shall then select 25 Claimant Notices to proceed as Arbitration Demands. Claimants shall then file Arbitration Demands for the 50 selected Claimant Notices. No Claimant Notice or Arbitration Demand may be filed or deemed filed, and no related arbitration fees may be assessed, until the Claimant Notice is selected to proceed to arbitration following the process set forth in this Section. A single arbitrator will preside over each Arbitration Demand, and shall preside only over one Arbitration Demand, unless the parties agree otherwise.
 - c. **Mediation.** Upon conclusion of the Initial Arbitrations (or sooner if the parties agree) and before proceeding with any other Arbitration Demands, the parties must engage in a single mediation applicable to all Claimant Notices in the Mass Dispute. The parties shall have 30 days following the conclusion of the Initial Arbitrations to agree on a mediator. If they are unable to do so, JAMS may appoint one as an administrative matter. No additional Arbitration Demands may be filed until 30 days after such mediation concludes or 90 days after the appointment of a mediator, whichever is sooner.
 - d. **Remaining Claimant Notices and Arbitrations.** If mediation concludes with unresolved Claimant Notices, the remaining Claims will proceed before JAMS pursuant to the Rules, the Mass Arbitration Rules, and this Agreement.
- (j) **Opting Out of Arbitration.** You have the right to opt out of binding arbitration within 30 days of the date you first accepted a version of this Section 14 by emailing

support@getsomacare.com. To be effective, the opt-out notice must be on your own behalf and include your full name, mailing address, and email address. The notice must also clearly indicate your intent to opt out of binding arbitration in order to be valid. By opting out of binding arbitration, you agree to resolve disputes in accordance with Section 15.

- (k) **Rejection of Modifications to this Section.** You may reject any change we make to this Section (except changes to notice addresses) as to you, by emailing support@getsomacare.com within 30 days of the date of the change. To be effective, you must send the notice or rejection on your own behalf, and you must include your full name, mailing address, and email address. The notice must clearly indicate your intent to reject changes to this Section. You may reject changes to this Section only as a whole. You may not reject only certain changes to this Section. If you reject changes made to this Section, the most recent version of this Section that you have not rejected will continue to apply.
- (l) **Two Years to Assert Claims.** To the extent permitted by law, any Claim by you or Soma Care against the other must be included in a Claimant Notice within two years after such Claim arises; otherwise, the Claim is permanently barred, which means that you or Soma Care will no longer have the right to assert that Claim.
- (m) **Severability.** If any portion of this Section is found to be unenforceable or unlawful for any reason, including but not limited to because it is found to be unconscionable, (i) the unenforceable or unlawful provision will be severed from this Agreement; (ii) severance of the unenforceable or unlawful provision will have no impact whatsoever on the remainder of this Section or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Section; and (iii) to the extent that any claims may proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction, in accordance with this Agreement, and not in arbitration. The litigation of those claims will be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Section is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this Section will be enforceable.

15 **Governing Law**

Any dispute, claim, or controversy arises from or relates to these Terms will be governed by and construed and enforced in accordance with the laws of the State of Rhode Island, except to the extent preempted by U.S. Federal Law, without regard to conflict of law rules or principles (whether of the State of Rhode Island or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. If any dispute, claim, or controversy arises from or relates to these Terms is not subject to arbitration pursuant to Section 14, then the state and federal

courts located in the County of Providence, Rhode Island, will have exclusive jurisdiction. You and Soma Care waive any objection to venue in any such courts. If your local law requires that consumer contracts be interpreted subject to local law and enforced in the courts of that jurisdiction, this section may not apply to you only to the extent that local law conflicts with this section.

16 Modifying and Terminating Our Services

We reserve the right to modify our Services or to suspend or terminate providing all or part of our Services at any time; charge, modify, or waive any fees required to use the Services; or offer opportunities to some or all end users of the Services. We may provide you with notice in advance of the suspension or discontinuation of all or part of our Services, such as by sending an email or providing a notice through our Services. All modifications and additions to the Services will be governed by the Terms or Supplemental Terms, unless otherwise expressly stated by Soma Care in writing. You also have the right to stop using our Services at any time, and you may terminate these Terms by ceasing use of our Services. We are not responsible for any loss or harm related to your inability to access or use our Services.

17 Severability

If any portion of these Terms is found to be unenforceable or unlawful for any reason, including but not limited to because it is found to be unconscionable, (a) the unenforceable or unlawful provision will be severed from these Terms; (b) severance of the unenforceable or unlawful provision will have no impact whatsoever on the remainder of these Terms; and (c) the unenforceable or unlawful provision may be revised to the extent required to render the Terms enforceable or valid, and the rights and responsibilities of the parties will be interpreted and enforced accordingly, so as to preserve the Terms and the intent of the Terms to the fullest possible extent.

18 Export Control

You are responsible for compliance with United States export controls and for any violation of such controls, including any United States embargoes or other federal rules and regulations restricting exports. You represent, warrant and covenant that you are not (a) located in, or a resident or a national of, any country subject to a U.S. government embargo or other restriction, or that has been designated by the U.S. government as a “terrorist supporting” country; or (b) on any of the U.S. government lists of restricted end users.

19 Beta Terms

We may occasionally provide surveys, features, or services designated as beta, trial, preview, or the like (“Beta Services”). The Beta Services are part of the Services. We grant certain users a non-exclusive, revocable, non-transferable license to use the Beta Services in exchange for their active and diligent participation in testing and evaluating the Beta Services, including providing

Feedback as requested by Soma Care via surveys, interviews, and other means. Any such Feedback is subject to Section 8 (Feedback). Users who do not provide Feedback as requested may lose access to the Beta Services.

The Beta Services, and all information related thereto, are the proprietary information of Soma Care and you will (1) preserve the confidentiality of such information, (2) not use such information other than as needed to test and evaluate the Beta Services and provide related Feedback, (3) not disclose such information other than to Soma Care personnel or other authorized users of the Beta Services, and (4) promptly delete such information on Soma Care's request.

YOU ACKNOWLEDGE THAT THE BETA SERVICES MAY NOT HAVE BEEN FULLY TESTED, MAY NOT BE READY FOR GENERAL COMMERCIAL RELEASE, AND MAY CONTAIN BUGS, ERRORS AND DEFECTS. ACCORDINGLY, THE BETA SERVICES ARE PROVIDED "AS IS," WITH ALL FAULTS, DEFECTS AND ERRORS, AND SOMA CARE WILL HAVE NO LIABILITY OF ANY KIND FOR ANY ERROR, OMISSION OR DEFECT IN THE BETA SERVICES, ANY INABILITY TO USE THE BETA SERVICES, OR ANY HARM OR DAMAGE ARISING FROM YOUR OR ANY THIRD-PARTY USE OF THE BETA SERVICES.

20 Miscellaneous

- (a) Soma Care's failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. These Terms reflect the entire agreement between the parties relating to the subject matter hereof and supersede all prior agreements, representations, statements, and understandings of the parties. The section titles in these Terms are for convenience only and have no legal or contractual effect. Use of the word "including" will be interpreted to mean "including without limitation." Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity. Communications and transactions between us may be conducted electronically.
- (b) If you have a question or complaint regarding the Services, please send an email to support@getsomacare.com. Please note that email communications will not necessarily be secure; accordingly, you should not include payment card information or other sensitive information in your email correspondence with us.