

TERMS AND CONDITIONS

INUVERSAL - TERMS OF USE POLICY

Effective Date: 2024/06/12

Welcome to InUversal! Before you begin using our services, please read the following terms of use carefully. By accessing or using our website, mobile application, or any other services provided by InUversal, its partners, affiliates, and subsidiaries (collectively referred to as the "Services"), you agree to comply with and be bound by these Terms of Use.

1. Acceptance of Terms:

A. By using InUversal's services, you agree to be bound by these Terms of Use and any additional terms and conditions referenced herein. If you do not agree to these terms, we unfortunately will not be able to provide Services to you and you will not be authorized to access or otherwise use the Service, or any information or content provided through the Service.

B. By accepting these Terms of Use, you acknowledge and agree that InUversal is not a healthcare provider and that by using the Service, you are not entering into a doctor-patient or other health care provider-patient relationship with InUversal.

C. By utilizing the Service, you are not forming a doctor-patient or any other health care provider-patient relationship with InUversal. However, you are establishing a direct association with InUversal for accessing the products and services offered through the Service. As part of this association, you may share personal information, including health information, with InUversal. Such information is subject to usage in accordance with our Privacy Statement. Please consult our Privacy Policy for further details.

2. Privacy Policy:

Your use of our Services is also governed by our Privacy Policy. Please review the Privacy Policy to understand how we collect, protect, use, and disclose information about you.

3. User Registration:

Some features of our Services may require you to register for an account. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.

4. Use of Services:

You agree to use our Services for lawful purposes in accordance with all applicable laws and regulations and in accord with these Terms of Use. You may not use our Services in

a prohibited manner that includes disabling, overburdening, damaging, or impairing the functionality of the Services or interfering with any other party's use of the Services. Other examples of prohibited conduct include but is not limited to hacking, transmitting viruses, or engaging in any form of unauthorized access.

5. User Rights:

Upon your acceptance of these Terms of Use, InUversal provides you with a personal, limited, revocable, non-exclusive, and nontransferable authorization to observe, download, access, and utilize the Services exclusively for personal and non-commercial purposes, in accordance with the terms outlined in these Terms of Use. No additional rights, titles, or interests in the Services or Services Content are conveyed to you, and InUversal reserves all rights not explicitly granted.

6. User Responsibilities:

A. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to notify InUversal immediately of any unauthorized use of your account or any other breach of security.

B. It remains your responsibility to ensure that you secure and prevent any unauthorized access to your computer, mobile device, other devices, and to protect the confidentiality of your username and password.

C. You are responsible for all activities that occur on or through your account, whether permitted or not. InUversal explicitly disclaims liability for any and all losses and damages resulting from your failure to comply or adhere to this section. It is important to be aware that using another person's account is prohibited at all times.

7. Services and Assumption of Risk:

You acknowledge that participating in wellness activities involves inherent risks, and you assume all responsibility for their own well-being. You agree to consult with a healthcare professional before engaging in any physical activity or making any significant changes to your diet or lifestyle.

8. Release and Indemnity

A. You release InUversal, its employees, affiliates, partners, subsidiaries, agents, or contractors from any and all claims, demands, liabilities, or causes of action arising out of or in connection with Services provided, except in cases of gross negligence or wilful misconduct.

B. You agree to indemnify and hold InUversal, its employees, affiliates, partners, subsidiaries, agents, or contractors harmless from and against any losses, damages, liabilities, or expenses (including reasonable attorney fees) incurred as a result of your use of the Services.

9. Links to Third-Party Websites:

The Website and mobile application may contain links to third-party websites. These links are provided for your convenience, and InUversal does not endorse or control these websites. InUversal is not responsible for the content or accuracy of third-party websites.

10. Limited Use & Availability:

A. In order to use the Services and the Platform, you must be at least eighteen (18) years of age. We may ask you for identification or other information to verify your age and identity. We reserve the right to refuse to provide Services and/or access to the Platform to you if you are unwilling to provide such identification or information.

B. In some cases, the Service may not be the most appropriate way for you to assess and/or address certain aspects of your health or seek medical care and/or treatment from a healthcare provider. In these instances, InUversal will notify you of its inability to render Services and may recommend that you visit an appropriate healthcare provider.

11. Changes to Terms:

InUversal reserves the right to update or modify these Terms of Use at any time without prior notice. Any changes to these Terms of Use are effective upon posting updated Terms of Use to the Platform. If you disagree with these Terms of Use, your sole remedy is to discontinue your use of the Service. Your continued use of the Services after any such changes constitutes your acceptance of the new Terms of Use.

12. Termination:

InUversal reserves the right to terminate or suspend your account and access to the Services at its sole discretion, without notice, for conduct that we believe violates these Terms of Use or is harmful to other users of the Services, to InUversal, or to third parties.

13. Limitation of Liability:

A. The Service is provided "as is" without any warranty, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement

B. InUversal does not warrant that the Website or mobile application will be uninterrupted, error-free, or free of viruses or other harmful components.

C. InUversal, its employees, its affiliates, partners, subsidiaries, contractors, service providers shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues arising from whatsoever cause.

14. Intellectual Property:

All content, trademarks, service marks, and other intellectual property on the InUversal website and mobile application are the property of InUversal or its licensors. You may not use, reproduce, modify, display, create derivative works of any content on the Website or mobile application, or distribute any of the content without the express written consent of InUversal.

15. Medical Information Disclaimer:

A. The content provided on the Service is for informational purposes only and is not a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition.

B. In the event of a medical emergency, it is your responsibility to seek and obtain appropriate medical treatment for you or any other individuals involved. You alone are responsible for all costs and expenses related to any and all medical treatments whether arising from an emergency or otherwise, including but not limited to, hospitalization, medications, and professional medical services.

16. Governing Law:

These Terms of Use are governed by and construed in accordance with the laws of the Republic of South Africa. Any disputes arising under or in connection with these terms shall be subject to the exclusive jurisdiction of the courts in Cape Town, South Africa.