LUDOFIT PRO TERMS OF SERVICE

The following document outlines the terms of use of the LudoFit PRO program. Before using the LudoFit PRO program, you are required to read, understand, and agree to these terms.

Description of Service

Ludica Health, Inc. (“Ludica Health”, “we”, “us” or “our”) provides a software via its website and apps (“LudoFit PRO”) to a community of registered users (“users”, “you”, or “User”) to engage in a variety of activities, including interactive physical exercises, assessments, and informational videos. The foregoing list of Services is not all-inclusive and additional Services may be offered by us from time to time.

Acceptance of Terms

THE FOLLOWING TERMS OF SERVICE, INCLUDING THE MEDICAL, HEALTH AND SAFETY DISCLAIMER HEREIN, ARE LEGALLY BINDING ON USER UPON SIGNATURE. USER SHOULD CAREFULLY READ THE FOLLOWING TERMS OF SERVICE BEFORE SIGNING THE BETA TESTING SUBSCRIPTION SERVICES AGREEMENT OF WHICH THIS DOCUMENT IS A PART.

1.1 Internet Access.

User is responsible for procuring and maintaining the network connections that connect the User network to the Service. Ludica Health is not responsible for notifying User of any upgrades, fixes or enhancements to any such software or for any compromise of data transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned or operated by Ludica Health. Ludica Health assumes no responsibility for the reliability or performance of any connections as described in this Section.

1.2 Users: Passwords, Access and Notification.

User is responsible for all activities conducted under its logins and for its compliance with this Agreement. User shall not and shall not permit any third party to: (a) copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Service or any part thereof or otherwise attempt to discover any source code or modify the Service in any manner or form; (b) use unauthorized modified versions of the Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Service; (c) use the Service in a manner that is contrary to applicable law or in violation of any third party rights of privacy or intellectual property rights; (d) publish, post, upload or otherwise transmit User

Data that contains any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to or do damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another; (e) use or knowingly permit the use of any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of the Service; or (f) use the Service in proximity to any other person in a manner that might result in the spread of COVID-19 or other contagious diseases. User shall not outsource, rent, resell or sublicense, or enter into any arrangement with respect to, the Service.

1.3 Electronic Communications.

User will be responsible for all electronic communications, including those containing business information, account registration, account holder information, financial information, User data, and all other data of any kind contained within emails or otherwise entered electronically through the Service or under User's account. Ludica Health will act as though any electronic communications it receives under User's passwords, user name, and/or account number will have been sent by User.

1.4 Lawful Conduct.

User shall comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with its use of the Service, including without limitation those related to privacy, electronic communications and anti-spam legislation. User will not send any electronic communication from the Service that is unlawful, harassing, libelous, defamatory or threatening. Except as permitted by this Agreement, no part of the Service may be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means. User agrees not to access the Service by any means other than through the interfaces that are provided by Ludica Health. User shall not do any "mirroring" or "framing" of any part of the Service, or create Internet links to the Service which include log-in information, user names, passwords, and/or secure cookies. User shall ensure that all access and use of the Service by Users is in accordance with the terms and conditions of this Agreement, including but not limited to those Users that are contractors and agents, and User's affiliates. Any action or breach by any of such contractors, agents or affiliates shall be deemed an action or breach by User and User waives all of those defenses that User may have as to why User should not be liable for User's contractors', agents' or affiliates' acts, omissions and noncompliance with this Agreement.

1.5 Third Party Web Sites, Products and Services.

Ludica Health or third party providers may offer third party applications or services, including implementation, customization and other consulting services related to Users' use of the Service (“Third Party Applications”). Ludica Health does not warrant any such Third Party Applications or services. Any procurement by User of any Third Party Applications or services is solely between User and the applicable third party provider including all representations and warranties.

1.6 Ownership of User Data.

As between Ludica Health and User, all title and intellectual property rights in and to User's de-identified information as defined under Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA") are owned exclusively by Ludica Health.

1.7 Transmission of Data.

User understands that the technical processing and transmission of User's electronic communications is fundamentally necessary to use of the Service. User expressly consents to Ludica Health's interception and storage of electronic communications and/or User data, and User acknowledges and understands that such may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone or other electronic means. Ludica Health is not responsible for any electronic communications and/or User data which are delayed, lost, altered, intercepted or stored during the transmission of any data whatsoever across networks not owned and/or operated by Ludica Health, including, but not limited to, the Internet and User's local network. Data may be stored by third parties, e.g. Google or Microsoft, and Ludica Health is not responsible for their systems/reliability and security.

2 Disclaimer of Warranties.

LUDICA HEALTH MAKES NO WARRANTIES OR REPRESENTATIONS, AND SPECIFICALLY DOES NOT REPRESENT THAT USER'S USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICE WILL MEET USER'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICE AND/OR DOCUMENTATION WILL BE CORRECTED OR THAT THE OVERALL SYSTEM THAT MAKES THE SERVICE AVAILABLE (INCLUDING BUT NOT LIMITED TO THE INTERNET, OTHER TRANSMISSION NETWORKS, AND USER'S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THERE ARE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTIES OR REPRESENTATIONS RELATING TO HEALTH, FITNESS OR AMELIORATION OF ANY CONDITION, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE SERVICE IS PROVIDED TO USER ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR CONSUMER USE ONLY. NO ASSURANCE IS MADE AS TO ANY BENEFIT OF USE, WHETHER OR NOT RELATING TO HEALTH. LUDICA HEALTH EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT USER'S USE OF THE SERVICE WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS. USER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR USER'S PURPOSES.

3 Limitations of Liability

3.1 Exclusion of Consequential Damages.

USER AGREES THAT LUDICA HEALTH DOES NOT ASSUME ANY RISK OF USER'S INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL LUDICA HEALTH BE LIABLE TO USER OR ANYONE FOR LOST PROFITS OR REVENUE OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, COVER, SPECIAL, RELIANCE OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND HOWEVER CAUSED, WHETHER FROM BREACH OF WARRANTY, BREACH OR REPUDIATION OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION FROM OR IN CONNECTION WITH THIS AGREEMENT (AND WHETHER OR NOT ANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), OR OTHERWISE, AND DAMAGES SHALL IN NO EVENT EXCEED THE DIRECT DAMAGE LIMITATIONS AS SET FORTH HEREIN.

3.2 Waiver of Direct Damages.

User specifically agrees that Ludica Health shall have no liability whatsoever arising out of or in connection with any license, use or other employment of the Service, whether any claim may be based on breach or repudiation of contract, breach of warranty, negligence, tort, or otherwise, and that the limited provision of the Service and User’s use of the Service hereunder constitute sufficient consideration for User’s waiver of remedies and this waiver of damages. User acknowledges that the limitations set forth in this Section and the preceding Section are integral to Ludica Health making the Service available to User and User’s acceptance of the Service.

4 Suspension

4.1 Suspension for Ongoing Harm.

User agrees that Ludica Health may with reasonably contemporaneous telephonic or email notice to User suspend access to the Service for any reason or no reason if Ludica Health reasonably concludes that User's Service is being used to engage in denial of service attacks, spamming, or illegal activity, and/or use of User's Service is causing immediate, material and ongoing harm to Ludica Health or others. User further agrees that Ludica Health shall not be liable to User nor to any third party for any suspension of the Service under any circumstances.

4.2 Modification of the Service.

Ludica Health may make modifications to the Service or particular components of the Service from time to time. Ludica Health reserves the right to discontinue offering the Service at any time for any reason or no reason. Ludica Health shall not be liable to User nor to any third party for any modification or discontinuation of the Service as described in this Section.

5 Ludica Health Intellectual Property Rights.

User agrees that all rights, title and interest in and to all intellectual property rights in the Service and all modifications, extensions, customizations, scripts or other derivative works of the Service provided or developed by Ludica Health are owned exclusively by Ludica Health or its licensors. Except as provided in this Agreement, the rights granted to User do not convey any rights in the Service, express or implied, or ownership in the Service or any intellectual property rights thereto. In addition, Ludica Health shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, and perpetual license to use or incorporate into the Service any suggestions, enhancement requests, recommendations or other feedback provided by User, including users, relating to the operation of the Service. Any rights not expressly granted herein are reserved by Ludica Health. Ludica Health service marks, logos and product and service names are marks of Ludica Health respectively (the "Ludica Health Marks"). User agrees not to display or use the Ludica Health Marks in any manner without Ludica Health's express prior written permission. The trademarks, logos and service marks of Third Party Application providers ("Third Party Marks") are the property of such third parties. User is not permitted to use these Third Party Marks without the prior written consent of any such third party which may own the Third Party Marks. User acknowledges that de-identified patient data as de-identified in accordance with the HIPAA regulations may be used by Ludica Health to compile other data, tests, business purposes, and studies and that all such shall be the property of Ludica Health.

6 MEDICAL, HEALTH AND SAFETY DISCLAIMER

NO HEALTH OR MEDICAL ADVICE, PROFESSIONAL OR OTHERWISE, SHALL BE DEEMED PROVIDED BY LUDICA HEALTH.

Any information published by Ludica Health and/or embodied in or accessed through the Service is for informational and educational use only. It is not a substitute or alternative for professional medical advice, recommendation, or treatment. It is not intended to be used to diagnose, cure, treat, or prevent any condition or disease. Ludica Health does not recommend or endorse any specific medical protocol or procedure, course of action, certain physical exercises, tests, resources, healthcare professionals, wellness practitioners, products, medications, opinions, or other information, recommendation, practice or utility that may be mentioned in relation to or embodied in its Service, or as reviewed by users on the worldwide web, app stores, social media sites, or otherwise. Any reliance on and/or use of any

information, recommendation, practice or utility provided by Ludica Health or by other users on or through or embodied in any of its Service is solely at your own risk.

LudoFit PRO can be used as a tool for healthcare professionals and wellness practitioners for tailoring a program of exercises specifically for their patients and clients, and certain versions of LudoFit PRO may contain or embody specific exercises, practices, information or programs. Whether or not a LudoFit PRO version contains or embodies any specific exercises, practices, information or programs, Ludica Health does not endorse or provide any assurances in respect of any exercises, practices, information, or programs that are delivered to end users, nor does Ludica Health accept any responsibility for injuries that may arise from the information provided using, or from the use of, the Service. Each end user and User is advised to consult with a medical or other appropriate health practitioner before using any version of any Ludica Health program or Service.

You recognize that Ludica Health does not itself or through the Service provide any form of medical care, medical opinion, medical advice, diagnosis, or treatment, and that Ludica Health does not evaluate the need to seek medical attention. The contents of and any materials associated with or delivered through the Service, such as articles, exercise videos, graphics, images, services descriptions, instructions, and other material contained on or delivered through the Service are for informational purposes only. The provision of such content does not create a doctor-patient relationship, and does not constitute a medical opinion, medical advice, or diagnosis or treatment of any particular condition. The Service is not intended to be a substitute for professional medical advice, diagnosis, or treatment. You should always seek the advice of your healthcare provider, physician, or other qualified healthcare provider with any questions you may have regarding any medical conditions. If you think you have a medical emergency, call your doctor or 9-1-1 immediately.

In using LudoFit PRO you remain fully responsible for your safety, and the content appropriateness for your condition and your health, at all times. You agree, whether you are the end user or a healthcare professional and/or wellness practitioner, not to hold Ludica Health liable in any way whatsoever for any injury, loss, or damage that you or a patient or client may suffer by using the Service and, to the greatest extent permitted by law, you fully release, hold harmless and indemnify Ludica Health from any responsibility and liability, whether to you or a third party, for any injury, loss, or damage arising out of your use or recommendation of this system, and you fully assume all risks associated with or arising out of such use or recommendation.

7 General Provisions.

This Agreement shall inure to the benefit of and bind the parties hereto, their successors and assigns, but User may not assign this Agreement without the written consent of Ludica Health. Ludica Health may assign this Agreement so long as the assignee agrees to satisfy the obligations of Ludica Health under the Agreement. There are no third-party beneficiaries to this Agreement. This Agreement

does not create any joint venture, partnership, agency, or employment relationship between the parties. This Agreement, including all exhibits and/or Estimate/Order Forms, shall constitute the entire understanding between User and Ludica Health and is intended to be the final and entire expression of their agreement. The parties expressly disclaim any reliance on any and all prior communications and discussions, texts, emails, RFP's and/or agreements between the parties. There are no other verbal agreements, representations, warranties undertakings or other agreements between the parties. Under no circumstances will any document, correspondence or communication issued by User be deemed to modify, alter or expand the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of Ludica Health to object to the same, or any terms, provisions, or conditions therein. This Agreement shall not be modified or amended, except as expressly set forth herein, or in writing and signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. This Agreement shall be governed in accordance with the laws of the State of Washington and any controlling U.S. federal law. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement (or the Service) shall be subject to the exclusive jurisdiction of the state and federal courts located in Washington. In the event of any litigation of any controversy or dispute arising out of or in connection with this Agreement, its interpretations, its performance, or the like, the prevailing party shall be awarded reasonable attorneys' fees and/or costs. If any provision is held by a court of competent jurisdiction to be contrary to law, such provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. A waiver of any breach under this Agreement should not constitute a waiver of any other breach or future breach. Neither party shall be liable for any loss or delay (including failure to meet the service level commitment) resulting from any force majeure event, including, but not limited to, acts of God, fire, pandemic or public health event or emergency, natural disaster, terrorism, labor stoppage (other than those involving Ludica Health employees), internet service provider failures or delays, civil unrest, war or military hostilities, criminal acts of third parties. Sections 1.2, 3, 5, 6 and 7 of this Agreement, and such other provisions which by their nature should survive termination, shall survive the termination or expiration of this Agreement. This Agreement may be executed in counterparts and/or by facsimile or electronic signature and if so executed shall be equally binding as an original copy of this Agreement executed in ink by both parties.