

DECIPHER HEALTH, INC.

TERMS OF SERVICE

Last Updated: August 1st, 2023

These Terms of Service (“Agreement” or “Terms of Service”) are a legally binding agreement between you (the “User,” “you,” or “your”) and Decipher Health, Inc. (“Decipher Health,” “we,” “us,” “our”). You acknowledge and agree that your use of JoyHealth, Decipher Health’s mobile application (the “App”) will be governed by this Agreement, our Privacy Policy, and any related terms.

If you are unsure as to the terms of this Agreement, please do not proceed further and contact us at support@decipherhealth.com.

Your use of our App shall constitute your acceptance of this Agreement and to all of the terms and conditions stated under this Agreement and our [Privacy Policy](#) referenced herein.

PLEASE READ THE TERMS CONTAINED IN THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THESE TERMS OF SERVICE HAVE BEEN DRAFTED IN ACCORDANCE WITH THE PROVISIONS OF RULE 3(1) OF THE INFORMATION TECHNOLOGY (INTERMEDIARIES GUIDELINES) RULES, 2011 (AS AMENDED) THAT REQUIRE PUBLISHING THE RULES AND REGULATIONS, PRIVACY POLICY AND USER AGREEMENT FOR ACCESS OR USAGE OF THE APP AND RELATED SERVICES.

THESE TERMS AND THE PLATFORM PRIVACY POLICY, ARE COMPLIANT WITH INFORMATION TECHNOLOGY (REASONABLE SECURITY PRACTICES AND PROCEDURES AND SENSITIVE PERSONAL DATA OR INFORMATION) RULES, 2011 (AS AMENDED) WHEREVER APPLICABLE.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY USING AND NAVIGATING THROUGH OUR APP, YOU AGREE THAT (A) YOU HAVE READ AND UNDERSTOOD THE AGREEMENT; (B) YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OLD; (C) YOU CAN FORM A BINDING CONTRACT; AND (D) YOU ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS AS WELL AS OUR [PRIVACY POLICY](#) REFERENCED HEREIN. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE OUR APP.

WE RESERVE THE RIGHT TO REFUSE ACCESS TO THE PLATFORM IF IT IS BROUGHT TO OUR NOTICE OR WE GATHER THAT YOU ARE “INCOMPETENT TO CONTRACT”. PERSONS WHO ARE “INCOMPETENT TO CONTRACT” WITHIN THE MEANING OF THE INDIAN CONTRACT ACT, 1872, INCLUDING BUT NOT LIMITED TO, MINORS, UNDISCHARGED INSOLVENTS, ETC., ARE NOT ELIGIBLE TO USE THE PLATFORM.

You represent and warrant to us that you will use the App in a manner consistent with all Applicable Laws, that is any applicable Indian statutes, laws, ordinances, regulations, rules, orders, byelaws, administrative interpretation, writ, injunction, directive, judgment or decree or other instrument which has a force of law

in India, as is in force from time to time. We reserve the right to refuse access to use the App or to terminate access granted to existing Users at any time without any reasons for doing so.

Capitalized terms not defined herein shall have the same meaning ascribed to them under our [Privacy Policy](#).

The information provided by us on our App, in articles, or through any other means, including but not limited to nutritional advice, meal plans, dietary guidelines, and health-related content, is for informational purposes only. It is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or another qualified healthcare provider with any questions you may have regarding a medical condition.

No information provided by Decipher Health should be considered as establishing a doctor-patient relationship between you and any of our representatives or contributors. Our platform is not a substitute for professional medical care. If you have concerns about your health, you should consult a licensed healthcare provider promptly.

JoyHealth is not a medical device, and the nutritional advice we provide is not intended to diagnose, treat, cure, or prevent any disease. Our recommendations are based on general dietary principles and do not consider individual medical conditions, allergies, or specific health needs. Individual results may vary based on factors such as metabolism, genetics, lifestyle, and adherence to our advice. Before making any significant changes to your diet or exercise routine, it is essential to consult with a qualified healthcare professional.

1. INTRODUCTION TO DECIPHER HEALTH AND OUR APP

JoyHealth is India's first AI-based self-assessment and self-care management system for type-2 diabetes. Our approach leverages a first-of-its-kind AI engine to help diabetes patients in India navigate the choices that they face in their day-to-day lives. JoyHealthDecipher Study is an App designed to deliver real-time support allowing users to control their diabetes.

2. TERRITORIAL RESTRICTION

Our App is only available for use and download in India. Our App is not available for use or download by residents of, visitors to, or your employees who reside outside India. If you are not a resident of India, please do not download, register, and/or use our App. If you have any questions regarding this Section, please email us at support@decipherhealth.com.

3. PRIVACY POLICY

Our Privacy Policy describes how we handle the personal and business information you provide to us when you register for our App. You understand that through your use of our App, you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the storage, processing, transfer, and use by Decipher Health and our affiliates of such information. YOU SPECIFICALLY CONSENT TO DECIPHER HEALTH'S COLLECTION, USAGE, AND STORAGE OF YOUR PERSONAL HEALTH INFORMATION (SENSITIVE PERSONAL INFORMATION) FOR USING THE JOYHEALTH APP.

4. ELIGIBILITY & ACCESS RESTRICTIONS

To be eligible to use our App, you must meet the following criteria and represent and warrant that you: (a) are 18 years of age or older; (b) are not currently restricted from accessing our App, or not otherwise prohibited from having an account, (c) are not our competitor, or are not using our App for reasons that are in competition with us; (d) will only maintain one registered account at any given time; (e) have full power and authority to enter into this Agreement and doing so will not violate any other agreement to which you are a party; and (f) will not violate any of our rights, including intellectual property rights such as patent, copyright, and trademark rights.

5. ACCESS RIGHTS

Our App can only be used in accordance with the Privacy Policy and these Terms. You agree that we have the right to disable your access and use rights, at any time if, in our opinion, you have violated any provision of this Agreement and/or our Privacy Policy. You agree to cooperate with us if the security of our App is compromised by you or another person through the use of our App. We will not be liable for any loss or damage arising from your failure to comply with this Section.

We collect personal information (as set forth in our Privacy Policy), which we need, from you when you register and use our App. This information is necessary for us to provide our App to you and is stored on our servers to enable us to provide our services. You acknowledge and agree that we have all rights to store, use and transfer the information so collected permanently. Upon your written request, we will provide you with a list of all the Personal Information that we store on you within sixty (60) days of receiving your request. Please send your requests to us at support@decipherhealth.com.

6. SERVICE LICENSE

Subject to your compliance with the terms of this Agreement, we grant you a limited, non-exclusive, revocable, non-transferable, non-licensable, non-sublicensable license to access and use our App to: (a) download, install, and use our App for your use in accordance with this Agreement on any mobile device owned or otherwise controlled by you strictly in accordance with this Agreement, and (b) access, stream, download, and use on your mobile device our App and content made available in or otherwise accessible through our App, strictly in accordance with this Agreement.

You will not use, copy, adapt, modify, prepare derivative works based upon our App, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit our App, except as expressly permitted in this Agreement. When using and accessing our App, you need to make sure that your internet connection is adequate. You are solely responsible for your internet connection including and not limited to the applicable charges, rates, tariffs, and other fees that might apply.

YOU AGREE THAT WE ARE NOT LIABLE FOR ANY DAMAGES OR INJURY RESULTING FROM YOUR ACCESS OR USE OF OUR APP. WE PROVIDE NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY OF MERCHANTABILITY. THERE IS NO WARRANTY WHICH WILL EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. ANY DAMAGE ALLEGED FOR A LOSS OR INJURY IS LIMITED TO THE FEE, IF ANY, PAID TO DECIPHER HEALTH FOR THE ABILITY TO ACCESS OR USE OUR APP.

7. ACCESS AND SERVICE RESTRICTIONS

You agree that our App, graphics, trademarks, and editorial content, contains proprietary content, information, and material, which are owned by Decipher Health and/or our licensors, including our customers, brands, and agencies, and are protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary content, information,

or materials other than for your permitted use of our Platform or in any manner that is inconsistent with the terms contained in this Agreement.

You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on our App, in any manner, and you will not exploit our App in any unauthorized way whatsoever, including but not limited to, using our App to transmit any computer viruses, worms, Trojan horses or other malware, or by trespassing or burdening network capacity. You further agree not to use our App in any manner to harass, abuse, stalk, threaten, defame, or otherwise infringe or violate the rights of any other party, and that we are not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive, infringing, or illegal messages or transmissions that you may receive as a result of using our App.

8. RESERVATION OF RIGHTS

You acknowledge and agree that our App is provided for your use. Except to the extent necessary to access and use our App, nothing in this Agreement grants any title or ownership interest in or to any copyrights, patents, trademarks, trade secrets or other proprietary rights in or relating to our App, whether expressly, by implication, estoppel, or otherwise. Decipher Health and its licensors and service providers reserve and will retain their entire right, title, and interest in and to our App, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

9. REQUIRED CONDUCT AND PROHIBITED CONDUCT

As a condition to access our App, you agree to this Agreement and to strictly observe the following:

a. Required Conduct

- i. Comply with all applicable laws, including, without limitation, tax laws, export control laws and regulatory requirements;
- ii. Provide accurate information to Decipher Health and update from time to time as may be necessary;
- iii. Review our [Privacy Policy](#); and
- iv. Review and comply with notices sent by Decipher Health, if any, concerning our App.

b. Prohibited Conduct

- i. Duplicate, license, sublicense, publish, broadcast, transmit, distribute, perform, display, sell, rebrand, otherwise transfer, or commercially exploit our App (excluding any user content);
- ii. Reverse engineer, decompile, disassemble, decipher, capture screen shots, or otherwise attempt to derive the source code for any underlying intellectual property used to provide our App, or any part thereof;
- iii. Utilize information, content, or any data you view on and/or obtain from our App to provide any service that is competitive with us;
- iv. Imply or state, directly or indirectly, that you are affiliated with or endorsed by Decipher Health unless you have entered into a written agreement with us;
- v. Adapt, modify, or create derivative works based on our App or technology underlying our App, or other users' content, in whole or in part;
- vi. Rent, lease, loan, trade, sell/re-sell access to our App or any information therein, or the equivalent, in whole or part;
- vii. Access, reload, or "refresh" or make any other request to transactional servers that are beyond generally accepted usage of web-based applications;

- viii. Use manual or automated software, devices, scripts robots, other means or processes to “scrape”, “crawl” or “spider” any content on our App;
- ix. Engage in “framing”, “mirroring”, or otherwise simulating the appearance or function of our App;
- x. Attempt to or actually access our App by any means other than through the interface provided by Decipher Health;
- xi. Attempt to or actually override any security component included in or underlying our App;
- xii. Engage in any action that interferes with the proper working of or places an unreasonable load on our infrastructure, including but not limited to unsolicited communications, attempts to gain unauthorized access, or transmission or activation of computer viruses;
- xiii. Remove any copyright, trademark, or other proprietary rights notices contained in or on our App, including those of both Decipher Health or any of our licensors;
- xiv. Use any information obtained from our App to harass, abuse, or harm another user; or
- xv. Engage in any action or promote any content that is harmful, offensive, illegal, unlawful, discriminatory, dangerous, profane, or abusive.

10. DECIPHER HEALTH COMMUNICATIONS

You understand and agree that you may receive information and push notifications from Decipher Health via email, our App, text message on your mobile device, or calls to your mobile number. You hereby consent to receive communications via email, our App, text message on your mobile device, or calls to your mobile number. You acknowledge that you may incur additional charges or fees from your wireless provider for these communications, including text message charges and data usage fees, and you acknowledge and agree that you are solely responsible for any such charges and fees and not Decipher Health.

- a. Email Contact. When you send us a query email at support@decipherhealth.com, you are providing us with consent to send emails to you for replying to your queries at your provided email address. By providing your email address, you agree with these Terms of Service and our [Privacy Policy](#).
- b. Push Notification. You can opt out of receiving push notifications through your device settings. Please note that opting out of receiving push notifications may impact your use of our App.

11. PAYMENT

Our App is currently provided to you at no cost. In the event that we change this in the future, we will communicate such modification to you as per the procedure detailed under Section 18 or as otherwise specified in another agreement between Decipher Health and you.

12. INDEMNIFICATION

You agree to indemnify, defend, and hold Decipher Health and our officers, employees, managers, directors, customers, and agents (the “Indemnitees”) harmless from and against any and all costs, liabilities, losses and expenses (including but not limited to reasonable attorneys’ fees) resulting from any claim, suit, action, demand or proceeding brought by any third party against Decipher Health and our Indemnitees arising from any of the following: (i) a breach of this Agreement; (ii) the negligence, fraud, or willful misconduct of you or your employees, agents, or contractors; (iii) incorrect information provided by you in your account or elsewhere; or (iv) a failure by you or your employees, agents, contractors or invitees to comply with applicable laws and regulations.

13. DISCLAIMERS

Your access to and use of our App or any content are at your own risk. You understand and agree that our App is provided to you on an “AS IS” and “AS AVAILABLE” basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, WE DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. We make no warranty or representation and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of our App or any content; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of our App or any content; (iii) the deletion of, or the failure to store or to transmit, any content and other communications will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from us or through our App, will create any warranty or representation not expressly made herein.

DECIPHER HEALTH WILL REMOVE CONTENT THAT VIOLATES ANY LAWS OR THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL DECIPHER HEALTH BE LIABLE IN ANY WAY FOR ANY CONTENT CREATED OR POSTED BY OUR USERS FOR, INCLUDING, WITHOUT LIMITATION, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF SUCH CONTENT.

14. LIMITATION OF LIABILITY

You acknowledge and agree that, in no event will Decipher Health be liable to you or any third party for any indirect, punitive, exemplary, incidental, special, or consequential damages whether in contract, tort (including negligence), or otherwise arising out of this Agreement, or the use of, or the inability to use, our App, including, without limitation, any information made available through our App pursuant to this Agreement. In the event the foregoing limitation of liability is determined by a court of competent jurisdiction to be unenforceable, then the maximum liability for all claims of every kind will not exceed one times (1x) the aggregate of payments received under this Agreement. The foregoing limitation of liability will cover, without limitation, any technical malfunction, computer error or loss of data, and any other injury arising from the use of our App. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. To the extent that Decipher Health may not disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of Decipher Health’s liability will be the minimum permitted under applicable law.

15. TERMINATION

The duration of the Study is Two (2) weeks from the registration of a Participant (“Study Duration”). The Participant will only have access to the App during the Study. Upon the expiration of the Study Duration, the Participant will automatically lose all access rights to the App.

We reserve the right to suspend or terminate your account or cease providing you with access to all or part of our App at any time for any or no reason, including, but not limited to, if we reasonably believe: (i) you have violated this Agreement or our [Privacy Policy](#), (ii) you create risk or possible legal exposure for Decipher Health; or (iii) our provision of our App to you is no longer commercially viable. We will make reasonable efforts to notify you of such termination by the email address associated with your account or the next time you attempt to access your account, depending on the circumstances. In all such cases, this Agreement shall terminate, including, without limitation, your license to use our App.

All sections, which by their nature and context are intended to survive the termination of this Agreement, will survive.

16. COPYRIGHT INFRINGEMENT

If you believe that any content on our App violates your copyright, and you wish to have the allegedly infringing material removed, the following information in the form of a written notification (“Takedown Notice”) must be provided to our designated Copyright Agent.

- a. Your physical or electronic signature;
- b. Identification of the copyrighted work(s) that you claim to have been infringed;
- c. Identification of the material on our App that you claim is infringing and that you request us to remove;
- d. Sufficient information to permit us to locate such material;
- e. Your address, telephone number, and email address;
- f. A statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and
- g. A statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.

Decipher Health’s Copyright Agent to receive Takedown Notices is Mridul Mehta, at mridul@decipherhealth.com, or at Decipher Health, Attn: Takedown Notice, D1101, The Palm Drive, Sector 66, Gurgaon, Haryana 122101, India. You acknowledge that for us to be authorized to take down any content, your Takedown Notice must comply with all the requirements of this Section. Please note that any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney’s fees incurred by Decipher Health in connection with the written notification and allegation of copyright infringement.

17. ASSIGNMENT

This Agreement is only for your benefit. You shall have no right to assign this Agreement or any benefits or obligation hereunder to any other party or legal entity. Any attempted assignment shall be void.

18. MODIFICATIONS

We reserve the right, at our sole discretion, to change or modify this Agreement at any time. In the event, we modify the terms of this Agreement, such modifications shall be binding on you only upon your acceptance of the modified Agreement. We will inform you about the modifications via email, on our App by posting a modified version of this page, or by a comparable means within a reasonable time period. Your continued use of our App shall constitute your consent to such changes.

19. RELATIONSHIP OF PARTIES

The parties hereto are independent contractors, and nothing contained herein shall be interpreted as creating any relationship other than that of independent contracting parties. The parties shall not be construed as being partners, joint ventures, shareholders, employer/employee, or agent/servant. The User has no power or authority to bind Decipher Health to any obligation, agreement, debt, or liability. The User shall not hold itself out as an agent or representative of Decipher Health.

20. GOVERNING LAW

This Agreement shall be governed by the law of India, without respect to its conflicts of laws principles. Each of the parties to this Agreement consents to the exclusive jurisdiction and venue of the state and federal courts located in Bangalore, India for any actions not subject to Dispute Resolution and Arbitration provisions as set forth in Section 21.

21. DISPUTE RESOLUTION AND ARBITRATION

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH DECIPHER HEALTH AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

a. Arbitration

Any claim, dispute or difference relating to or arising out of this Terms of Service and Platform Privacy Policy shall be referred to the arbitration, of a sole arbitrator appointed mutually. The arbitration shall be subject to the Arbitration and Conciliation Act, 1996 as may be amended from time to time. The seat and venue of arbitration shall be Bangalore, India. The proceedings shall be undertaken in English. The arbitration award shall be final and binding on the parties.

b. Notice; Informal Dispute Resolution

You and Decipher Health agree that each party will notify the other party in writing of any arbitral claims Dispute within thirty (30) days of the date it arises, so that the parties can attempt in good faith to resolve the Dispute informally. Notice to Decipher Health shall be sent by certified mail or courier to Decipher Health, Attn: Mridul Mehta, D1101, The Palm Drive, Sector 66, Gurgaon, Haryana 122101, India. Your notice must include (a) your name, postal address, telephone number, the email address you use or used for your Decipher Health account and, if different, an email address at which you can be contacted, (b) a description in reasonable detail of the nature or basis of the Dispute, and (c) the specific relief that you are seeking. Our notice to you will be sent electronically in accordance with this Agreement and will include (x) our name, postal address, telephone number and an email address at which we can be contacted with respect to the Dispute, (y) a description in reasonable detail of the nature or basis of the Dispute, and (z) the specific relief that we are seeking. If you and Decipher Health cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable party, then either you or Decipher Health may, as appropriate and in accordance with this Section, commence an arbitration proceeding.

c. Severability

If any term, clause, or provision of this Section is held invalid or unenforceable, it will be so held to the minimum extent required by law, and all other terms, clauses and provisions of this Section will remain valid and enforceable. Further, the waivers set forth herein are severable from the other provisions of this Agreement and will remain valid and enforceable, except as prohibited by applicable law.

22. MISCELLANEOUS

This Agreement along with our Privacy Policy constitutes the entire agreement between you and Decipher Health and supersedes any prior agreements between you and Decipher Health with respect to the subject matter herein. Our failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, we both nevertheless agree that the court should endeavor to give effect to our intentions as reflected in this provision, and the other provisions of this Agreement to remain in full force

and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of our App, or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. A party's failure to act with respect to a breach by the other party does not constitute a waiver of the party's right to act with respect to subsequent or similar breaches. All the sections intended to survive the termination of this Agreement shall survive. The section titles in this Agreement are for convenience only and have no legal or contractual effect. Except as explicitly stated otherwise, any notices to Decipher Health shall be given by certified mail, postage prepaid and return receipt requested to Decipher Health at D1101, The Palm Drive, Sector 66, Gurgaon, Haryana 122101, India. Any notices to you shall be provided to you through our App or given to you via the email address or physical address you provide to Decipher Health during the registration process.