



Terms of Service for End Users

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Revision No. 9

These Terms of Service for End Users (hereinafter referred to as the "**Terms**") apply to an individual end user who uses any of the following: (i) InBody's body composition analysis devices, the professional devices found at the Analysis Facility, and its accessories including, but not limited to consumer products such as wearable and home use body composition analysis device (the "**Products**"); (ii) InBody provided applications that give access to the End User to view, add, update, or delete partial data (collectively, the "**App**"); (iii) InBody data management websites and/or an extension of such website(s), such as [usa.lookinbody.com](https://inbodyusa.com/terms-of-use/), <https://inbodyusa.com/terms-of-use/>, and the LookinBody App (the "**Site**"); (iv) the data, analyses and other content contained in, or collected, processed, analyzed, generated or delivered by a Product, the App, or the Site, including without limitation, any body composition information, text, graphs, calculations, copy, audio, video, photographs, illustrations, images, graphics and other visuals (the "**InBody Content**"); and (v) other related InBody products and/or services (collectively, the "**Service**"). In these Terms, the words "**InBody**", "**we**", "**us**" and "**our**" refers to Biospace Inc. DBA InBody. The words "**you**" and "**your**" and "**End User**" refers to the non-InBody signatory to these Terms, an individual, patient or a customer who receives use of the Product, Service, or the App. A "**Facility User**" is an employee, a representative or a staff member of the Analysis Facility. Different levels of access to the Site are provided to different accounts of the Analysis Facility, such as the Administrator has a higher level of authority than a Staff Member.

These Terms are deemed to include all other operating rules, policies, and guidelines for the End User that are referred to herein or that we may otherwise publish on the App and the Product (as such rules, policies and guidelines may be amended from time to time), including without limitation, our **Privacy Policy**, which is available on the Site, App and the Product. Any information that we collect through your use of the Service is subject to the Privacy Policy and these Terms.

We reserve the right to amend all, or any portion of these Terms of Service at any time. If we make minor changes to the Terms without materially changing your rights, we will post the modified Terms on the App and Site. We will notify you by email, through the Service, and/or by presenting you with the new Terms if we make a modification that materially changes your rights, or where required by applicable law to provide thirty (30) calendar days' notice of any amendments to these Terms. Where required by law, this notice shall set out the new clause, or the amended clause and how it read formerly, and the date on which the change will come into effect. You may refuse the amendment and rescind, or cancel your participation without cost, penalty or cancellation indemnity, by sending us notice to that effect, or by canceling your InBody App account, no later than thirty (30) calendar days after the amendment comes into force, using the information in the notice. When you use the Service after a modification is posted, you are telling us that you accept the modified Terms.

To create an account and register as a user of the Service, you will be required to expressly accept these Terms. If you do not accept these Terms, you are not permitted to use the Service and are kindly requested not to use the Service any further.

YOU REPRESENT, ACKNOWLEDGE AND AGREE THAT YOU HAVE REACHED THE AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE, OR THAT YOU HAVE YOUR PARENT OR LEGAL GUARDIAN'S PERMISSION TO AGREE TO THESE TERMS AND YOUR PARENT OR LEGAL GUARDIAN HAS AGREED TO THESE TERMS IN YOUR STEAD.

I. Registered User Rights and Account Administration

- A. Subject to these Terms, InBody grants you the non-exclusive, non-transferable, revocable, limited right to access and use the Service to access and view your data (such as your body composition data obtained through a Product) solely for your personal, non-commercial use. You also have the right to modify, download and save your data for your personal use. In order to gain full access and use of the Service, you must create an account and register as a user through the InBody App. For greater certainty, as an End User you will only have access to your own identifiable body composition data, not that of other End Users, except that Facility Users may have access to the information of End Users associated with their Analysis Facility.
- B. The InBody Content and Health Recommendations, as defined below in these Terms, are provided to you for informational purposes only and does not constitute professional medical advice, diagnosis, treatment, cure or recommendations of any kind. You should always seek the advice of your qualified healthcare professional with any questions or concerns you may have regarding your individual needs and any medical conditions.
- C. To register for the App, your email address is required because we may send you a temporary password should you

forget yours.

- D. To link your InBody professional device results with your home use and personal device's results you must input the same phone number in the App and the Product. This allows all your results to be linked with one User ID/phone number. You may only have one account registered with one phone number. You understand that you may not be able to gather and view all your results from different Services if you use multiple accounts. If you change your phone number, you must update your phone number on the App and at the Facility. When you update your phone number on the App AND at the Facility, all your data in our server is automatically linked to your new phone number. You are not permitted to gain access or attempt to gain access to any part of the Service that requires user registration if you are not a registered user. A registered user has a username (phone number) and a password that they must protect. You choose your own password, (in accordance with any requirements established by us) and you must not transfer it or in other ways make it available to others. To reset your password for the App, we may send you an email with a temporary password. You are responsible for all activity that takes place from your phone and under your account. If you become aware that the password is or may have been compromised, you are obligated to inform us at LBSupport@inbody.com. We will not be held liable for your failure to comply with this clause, or for any delay in shutting down your account after you have reported a breach of security to us.
- E. Depending on your Analysis Facility, you may be required to undergo additional registration steps, may be limited in how often you may utilize the Services, and the use of such Services may incur additional fees. Please consult with your Analysis Facility for further details.
- F. Products designed for home use should be used for personal purposes only, you are responsible for any activity related to that device. We are not responsible for any potential data loss or the confidentiality of your personal information through the App or the consumer products. Any usage of home use Product by other family members or friends should be under your supervision and with your consent. You must secure the consent of any other user of the Product to these Terms and our Privacy Policy. We are not liable for any misuse or unauthorized use of your personal information and home use Product by anyone other than you.
- G. InBody is not liable for any loss or damages caused by your failure to maintain the confidentiality of your account credentials. At our sole and absolute discretion, we can change your password or otherwise prevent access to your account if we believe there is a risk that the password has been compromised or is used in violation of the Terms.
- H. You may elect to disable and/or request the deletion of your account pursuant to the Term and Termination section of these Terms.

II. Accuracy of the Information

- A. You have the option to manually input your results that you attained at the Analysis Facility. This option is available for you to gather all your test results and track them from the App. You can manually input only the test results, not the personal data. Your manually inputted test results will be processed by your personal information active on the App. Make sure that your personal information, such as your height, weight, biological sex (at birth) etc. is up to date on all Products for most accurate results. Manually inputted results and/or personal information on the App will not have an impact on the professional device results or previous test results.
- B. Wearable product manually inputted test results, and home use product results are based on the personal information you input in the App. InBody's results derive from the personal information such as height, weight, age, and biological sex. Slight changes to any of these data sets can shift your results profoundly. You understand that the wearable product, home use Product, professional Product, and the App are different platforms. Changes to your personal information need to be updated accordingly and individually on each of these Services, with the consultation of your Analysis Facility, if applicable.

III. User Representations, Warranties, Restrictions and Obligations

- A. You are entitled to use the Product and the App only if: 1. you used a Product at an Analysis Facility that collected certain body composition information about you pursuant to an Authorization Form between you and the Analysis Facility; or 2. if you are using a Product that you have acquired for personal or home use.
- B. You are responsible for all data that is inputted into the Product by you pursuant to your use of the Product, including the data that is transmitted through the Service. You represent and warrant that all data provided by you through the Product or the App for processing or analysis is correct and true.
- C. The ranking feature is available for you to share the steps and scores you record or achieve, using the Services with your friends and family who also have the App and have this feature turned on. To use this feature, you must allow the App to access your contact list. The default is 'private to all' which can be changed by selectively choosing individuals on your contact list who use the also App and with whom you wish to share your Scores and/or Steps or make it 'public to all' to share information with everyone (everyone on your contact list who have the App and this feature turned on). You may also share your scores and steps with people who do not have the InBody App by selecting the sharing

feature to send an electronic message. You are responsible for any information you may share with your friends and family through the App. We are not liable for any activity that may arise from the shared data, including but not limited to the accuracy of the information, the reliability of the user of the information, and any decision made based on the shared information, or any harm, emotional or physical experience, loss, or damage, as a result of your sharing this data.

- D. Except for exporting, downloading, copying or printing a copy of your own body composition data and analysis for personal use, and editing your personal information, you will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the InBody Content or any portion thereof, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by InBody or their licensors, except for the licenses and rights expressly granted in these Terms.
- E. You may not perform, attempt to perform or encourage or assist others in performing any of the following while accessing or using or with respect to the Service: (a) use, display, mirror or frame the Service or any individual element within the Service, InBody Content, InBody's name, any InBody trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without InBody's prior express written consent; (b) access or tamper with non-public areas of the Service or the InBody Content, InBody's computer systems or the technical delivery systems of InBody's service providers; (c) test the vulnerability of any InBody system or breach any security or authentication measures; (d) circumvent any technological measure implemented by InBody or any of InBody's service providers or any other third party (including another user or Analysis Facility) to protect the Service or InBody Content; (e) access the Service or InBody Content through the use of any mechanism other than through the use of the Service; or (f) modify, decompile, disassemble, reverse engineer, tamper with or otherwise attempt to derive the source code of any software that InBody provides to you or any other part of the Service.
- F. You warrant and agree that, while using the Service, you shall not: (a) impersonate any person or entity or misrepresent your affiliation with any other person or entity; (b) insert your own or a third party's advertising, branding or other promotional content into any of the Service's content, materials or redistribute, republish or exploit such content or service for any further commercial or promotional purposes; or (c) attempt to gain unauthorized access to other computer systems through the Service. You shall not: (i) engage in spidering, "screen scraping", "database scraping", harvesting of e-mail addresses, wireless addresses or other contact or personal information, or any other automatic means of obtaining lists of users or other information from or through the Site or the Service, including without limitation any information residing on any server or database connected to the Site or Service; (ii) obtain or attempt to obtain unauthorized access to computer systems, materials or information through any means; (iii) use the Site or Service in any manner with the intent to interrupt, damage, disable, overburden, or impair the Service, any of our websites, any other websites, or the internet, including, without limitation, sending mass unsolicited messages or "flooding" servers with requests; (iv) use the Services in violation of InBody's or any third party's intellectual property or other proprietary or legal rights; (v) misuse the App and/or its coach feature for unauthorized purposes that do not associate with the Services and comply with these Terms; or (vi) use the Service in violation of any applicable law. You further agree that you shall not attempt (or encourage or support anyone else's attempt) to circumvent, reverse engineer, decrypt, or otherwise alter or interfere with the Service, or any content thereof, or make any unauthorized use thereof. You agree that you shall not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Site or the Service. You shall not obtain or attempt to obtain any materials or information through any means not intentionally made publicly available or provided for through the Service.
- G. You are responsible for Your Content. Your Content includes all information, including personally identifiable information, that you input in one or more of our Services. You understand that the content you provide to InBody will be accessed by different third parties for the purposes mentioned in these Terms and our Privacy Policy. You represent and warrant that you own Your Content or that you have all rights necessary to grant us authorization to use Your Content as described in these Terms. You represent and warrant that you have read, understood, and signed the Authorization Form with the Analysis Facility which grants us to use your personal information through the Analysis Facility for the purposes described in the Privacy Policy. You also represent and warrant that Your Content and the use and provision of Your Content on the Service will not: (a) infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (b) violate, or encourage any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (c) be fraudulent, false, misleading or deceptive; (d) be defamatory, obscene, pornographic, vulgar or offensive; (e) promote discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (f) be violent or threatening or promote violence or actions that are threatening to any person or entity; or (g) promote illegal or harmful activities or substances.
- H. You give us the right to use your information, according to the Privacy Policy and expressed purposes, by using the Services, unless in the case of a minor, in which case you must sign an authorization form, which shall be provided to you by your Analysis Facility and you warrant that you are the minor's or other dependent's legal guardian and that

you have the authority to contract in their stead. At any given time, we may ask you to provide us with the proof of the authority that you are a parent, a legal guardian, or a health care agent, and you must follow our instructions to keep your information on our server. We may delete your account and information if you do not provide us with efficient proof of authority over a dependent. By using the Services and providing us with Your Content, you (and your parent or legal guardian on your behalf, if you are under the age of majority in your jurisdiction of residence) hereby: (i) grant to us a world-wide, perpetual, irrevocable, transferable, sub-licensable, royalty-free, non-exclusive, and unrestricted license to copy, reproduce, adapt, transmit, edit, modify, or otherwise use, publicly display, distribute, translate and create compilations and derivative works from, Your Content (in any format or media); and (ii) waive all moral rights in and to all of Your Content in favor of Company and anyone authorized by us. For greater certainty, this applies to body composition information and the name and logos of Analysis Facilities only to the extent needed for us to provide, test, or improve the Services or to develop new products and/or services.

IV. Relationship with Analysis Facility

- A. You acknowledge and agree that any Analysis Facility at which you used the Services is an independent third party, and is not an affiliate, employee, partner, joint venturer, representative or agent of InBody. You acknowledge and agree that the Analysis Facility is solely responsible for any and all opinions, advice, analyses, statements, procedures, recommendations or other information (collectively, the "**Materials**") provided by the Analysis Facility to you, including, without limitation, Materials arising out of, related to or in connection with body composition data or analyses obtained through the Service or the App or otherwise, and information relating to health, nutrition, diet or exercise, and any decisions you make or refrain from making relying on any of the Materials. We are not in any way responsible for such Materials. InBody has not reviewed and does not endorse or recommend any Materials provided to you by any Analysis Facility. Under no circumstances shall InBody be responsible for any loss, damage, emotional or physical experience resulting from your reliance on any Materials provided to you by any Analysis Facility. Reliance on such Materials is solely at your own risk.
- B. You acknowledge and agree that your Analysis Facility is responsible for providing you with an Authorization Form to maintain your personal information in our Server which allows you to track your personal information through various platforms. Your Analysis Facility must provide you with a copy of the Authorization Form. We do not have your Authorization Form, nor do we receive a copy of it. You may not take a test on the Product at the Facility if you do not agree that you have signed the Authorization Form at the Facility. It is Facility's responsibility to provide you with one and/or your responsibility to ask for one and a copy, if necessary and/or appropriate.
- C. To revoke your Authorization with InBody and its products, you must delete your App data and request your Analysis Facility to delete your information from the Product and the Site. We do not have the authority to revoke your Authorization. Each Analysis Facility may have their own timeline to process your request and we are not aware of the timeframe your Facility may practice.
- D. If you have used the Services at an Analysis Facility, you understand and agree that the Analysis Facility at which you used the Services may have access to InBody Content about you through the Service, including the data generated by the wearable device if you provide the Analysis Facility with consent to access. In addition, the Analysis Facility has the ability to review, analyze, edit, modify, delete, and make comments on the Site about your InBody Content that was acquired at that Analysis Facility, without prior notice to you or us. You acknowledge and agree that the Analysis Facility is solely responsible for any and all use of the InBody Content provided by you, to the Analysis Facility. Under no circumstances shall InBody be responsible for any use of such data, analyses or other InBody Content by an Analysis Facility.
- E. You hereby give your consent and authorization for us to provide the accessibility to your InBody Content, from your wearable device and home health device, to such Analysis Facility. This option allows you to share your results with your Facility User even when you're not able to go to the Facility. The default is to **Do Not Display** your wearable and home use device results, but each Facility is different and may be able to view partial results. You can request your Facility to hide your wearable and home use device results if you wish, and the Analysis Facility may have access following your express authorization to view home device results. .
- F. If you have used the Services at an Analysis Facility, you and the Facility User(s) of that Analysis Facility are responsible for any correspondence between you and the Analysis Facility. A Facility User may be assigned to you, by the Facility Admin with your consultation, to communicate through features available on the App ("**Coach**"). Any issue that may arise from the Coach Feature or any other communication with the Facility User, must be discussed with the Analysis Facility. Any legal or formidable action taken against the Facility and/or the Facility User must be between you and the Facility. You are responsible for any media, content, statements, comments, conversations and/or data you share with the Analysis Facility. We are not liable for any activities that may compromise any personal information and/or the chat history you share with the Analysis Facility through the Services. The purpose of the Coach Feature that may be available in the App is for End Users and Facility Users to share and encourage beneficial body composition behavior, any other purpose is not warranted or supported by InBody and/or its affiliates.
- G. You may call, send and receive media, text messages, memos and set alarms and schedules via the Services. To use

any of these features, you must activate and authorize each one of them individually. You may also retract your authorization for any one of these functions by adjusting the settings of your phone. Any content that is shared between you and the Analysis Facility is not administered by us, but we may surveil it at any time if you ask to do so and/or for law enforcement purposes.

- H. You also have the option to stop chatting with the Facility User from the App. When you stop the chat with the Facility User, the chat history including exchanged media is accessible, but the Facility User can no longer send and/or receive messages within the application. You also have the option to exit the chat room, in which case your chat history and media becomes non-retrievable, to you. If the Facility User reinitiates the chat after you exit, a new chat room will open in your App.
- I. If the Analysis Facility uses the Coach Feature they are responsible for securing consent from you, necessary for them to do so in compliance with the applicable law.
- J. We may also provide aggregated, de-identified data derived from InBody Content related to your use of a Product to other Analysis Facilities, even if you did not use a Product at such Analysis Facilities, for use in contests or challenges or for other purposes. You hereby give your authorization for us to provide such aggregated, de-identified data to such other Analysis Facilities or to use it for any other purpose. You acknowledge and agree that such other Analysis Facilities are solely responsible for any and all use of such aggregate de-identified data. Under no circumstances shall InBody be responsible for aggregate or de-identified data that is used by such Analysis Facilities.
- K. Any contests, events and other promotions sponsored by an Analysis Facility or its partners is the sole responsibility of that Analysis Facility, and we are not in any way responsible for such contests, events or promotions. Under no circumstances shall InBody be responsible for any loss or damage resulting from your participation in Analysis Facility sponsored contests, events or promotions and your participation in such contests, events or promotions is solely at your own risk.
- L. Your Analysis Facility may be able to share your data with service providers via API transfer protocols; such data transfers shall be confidential and encrypted.
- M. Certain InBody devices feature a biometric scanning function which allows you to scan your fingerprint for quick and easy log-in to your InBody profile on that device. Your Analysis Facility will determine whether to utilize this function on the device you use. You can choose to not use this function and to simply input your InBody ID. You can choose to not use this function by simply ignoring prompts to participate in/utilize the function, and to simply input your InBody ID. By choosing to utilize the biometric scan, you understand that your biometric data (i.e. your fingerprint) will be recorded and stored within this device and you accept any and all risks associated with your data being stored on this device, pursuant to these Terms. Responsibility for storing and securing your data lies with your Analysis Facility, not InBody; InBody disclaims and waives all responsibility for securing your biometric data. Should you have any privacy concerns or questions, please consult with your Analysis Facility.

V. InBody's Rights

- A. We are entitled at any time, without notice, to delete, disable or change your account and/or your right to access and use the Service in the event of your violation or suspected violation of these Terms or applicable law. If we delete your account, you will no longer have access to the Service. If we delete your account, we reserve the right to delete any InBody Content, Your Content and other data regarding you that may be saved through the Service.
- B. The InBody Content and the Services, including all underlying technology and intellectual property rights embodied therein, are and will remain our sole and exclusive property. If you submit comments, ideas, or feedback to us, you agree that we can use them without any restriction or compensation to you. We do not waive any rights to use similar or related ideas or feedback previously known to us, developed by InBody, or obtained from sources other than you.
- C. The InBody Content, the Service and their underlying technology are protected by copyright, trademark, patent, intellectual property and other applicable laws of the United States and foreign countries.
- D. Any commercial or promotional distribution, publishing or exploitation of the Services, or any content, code, data or materials on the Services, is strictly prohibited unless you have received the express prior written permission of InBody, in which case these Terms no longer apply to you. Other than as expressly allowed herein, you may not download, post, display, publish, copy, reproduce, distribute, transmit, modify, perform, broadcast, transfer, create derivative works from, sell or otherwise exploit any content, code, data or materials on or available through the Services. You further agree that you may not alter, edit, delete, remove, otherwise change the meaning or appearance of, or repurpose, any of the content, code, data, or other materials on or available through the Services, including, without limitation, the alteration or removal of any trademarks, trade names, logos, service marks, or any other proprietary content or proprietary rights notices. You acknowledge that you do not acquire any ownership rights by downloading any material from or through the Services. If you make other use of the Services, or the InBody Content, code, data or materials thereon or available through the Services, except as otherwise provided in these Terms or with the express prior written permission of InBody, you may violate copyright and other laws of the United States and

foreign countries, as well as applicable local laws and may be subject to liability for such unauthorized use.

- E. We are not obligated to monitor access or use of the Service, InBody Content, or to review or edit any InBody Content, but we have the right to do so for the purposes of: i) operating the Service, ii) responding to a request of an Analysis Facility, iii) to ensure compliance with these Terms, and iv) to comply with applicable law or other legal requirements. We may disclose unlawful conduct to law enforcement authorities; and pursuant to valid legal process, we may cooperate with law enforcement authorities to prosecute users who violate the law. We reserve the right (but are not required) to remove or disable access to the Service or any InBody Content at any time and without notice, and at our sole and absolute discretion, if we determine that the InBody Content or your use of the Service is unlawful, objectionable or in violation of these Terms. We have the right to investigate violations of these Terms and any conduct that affects the Service.
- F. Additional terms and conditions may apply to contests and other promotions sponsored by InBody. It is your responsibility to carefully review those terms and conditions.
- G. We may at any time, at our own discretion and without notice, close, change, discontinue or reorganize any feature or component of Service(s). We are not liable to you or to any third party for any modification, suspension or discontinuance of any feature or component of the Service(s). We reserve the right to determine the timing and content of software updates and/or upgrades to the Service (s), which may be automatically downloaded and installed by InBody without further prior notice to you.

VI. Disclaimers

- A. TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW, THE INBODY CONTENT, AND SERVICES ARE PROVIDED "AS IS", AND "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, INBODY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NON-INFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SERVICES MAY BE MODIFIED, UPDATED, INTERRUPTED, SUSPENDED OR DISCONTINUED AT ANY TIME WITHOUT NOTICE OR LIABILITY.
- B. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, INBODY DOES NOT MAKE ANY REPRESENTATION OR WARRANTY THAT: (I) THE SERVICES WILL BE COMPATIBLE WITH YOUR DEVICE AND SOFTWARE; (II) THE SERVICES WILL BE AVAILABLE OR WILL FUNCTION WITHOUT INTERRUPTION OR ERROR; (III) THE USE OF THE SERVICES WILL BE FREE OF ANY VIRUSES, TROJAN HORSES, WORMS OR OTHER DESTRUCTIVE, INTRUSIVE OR DISRUPTIVE COMPONENTS; (IV) THE TRANSMISSION OF INFORMATION TO AND FROM THE SERVICES WILL BE SECURE; (V) THE USE OF THE SERVICES WILL NOT INFRINGE THE RIGHTS (INCLUDING, WITHOUT LIMITATION, INTELLECTUAL PROPERTY RIGHTS) OF ANY PERSON; OR (VI) THE USE OF THE SERVICES WILL NOT CAUSE ANY DAMAGE TO YOUR DEVICE, SYSTEMS, SOFTWARE OR ELECTRONIC FILES.
- C. COMMENTS OR OPINIONS EXPRESSED ON THE SERVICES ARE THOSE OF THEIR RESPECTIVE USERS ONLY. THE VIEWS EXPRESSED ON THE SERVICES AND IN USER CONTENT DO NOT NECESSARILY REPRESENT OR REFLECT THE VIEWS OF INBODY. INBODY IS NOT RESPONSIBLE FOR, AND DISCLAIM ALL LIABILITY IN RELATION TO, THE USER CONTENT POSTED, UPLOADED OR OTHERWISE SUBMITTED TO OR THROUGH THE SERVICES.
- D. ANY PRODUCTS AND/OR SERVICES DESCRIBED ON THE SERVICES ARE OFFERED IN JURISDICTIONS WHERE THEY MAY BE LEGALLY OFFERED. THE INFORMATION ON THE SERVICES IS NOT AN OFFER OR SOLICITATION BY ANYONE IN ANYONE IN ANY JURISDICTION IN WHICH AN OFFER OR SOLICITATION CANNOT LEGALLY BE MADE, OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE A SOLICITATION.
- E. InBody does not make any endorsement, representation or warranty of any kind about any InBody Content. Notwithstanding the foregoing, InBody may at any time investigate and edit (including aggregating and anonymizing) processed data, e.g. if such actions are (i) prompted by third party requests, (ii) required under applicable law or (iii) necessary for the compliance with our Terms and Privacy Policy. InBody is not responsible for the accuracy, reliability, effectiveness, or correct use of the InBody Content or the Service(s). If you rely on any InBody Content or the Service(s), you do so solely at your own risk.
- F. InBody does not make any representation or warranty that the InBody Content, Service or Site will meet your requirements or be available on an uninterrupted, secure, or error-free basis. InBody does not make any warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of the Service or any InBody Content. You acknowledge and agree that if you rely on any InBody Content or the Service, you do so solely at your own risk.
- G. InBody does not make any endorsement, representation or warranty of any kind regarding any nutritional recommendations, exercise recommendations, or supplement recommendations (each, a "Health Recommendation")

made available to you via the App, Site, or any other Service; you understand that the Health Recommendations are third-party products and/or resources made available to you by InBody as a courtesy to enhance your user experience while using the Services. You agree and understand that your utilization and reliance on any Health Recommendation is solely at your discretion and your own risk, that the Health Recommendations should not be deemed to constitute medical advice and that you should consult with your primary care physician prior to utilizing any Health Recommendation, and shall not hold InBody liable or responsible for any consequences resulting from your use of or reliance upon any Health Recommendation.

VII. Limitation of Liability

- A.** TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW, INBODY AND ITS RESPECTIVE SUPPLIERS OR LICENSORS, NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICE, SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR DAMAGES FOR THE USE OF OR INABILITY TO USE THE SERVICE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING (I) LOSS OF PROFITS, CONTRACTS, TURNOVER, BUSINESS, BUSINESS OPPORTUNITY, LOSS OR CORRUPTION OF DATA OR RECOVERY OF DATA, GOODWILL, SECURITY BREACH, ANTICIPATED SAVINGS OR REVENUE (REGARDLESS OF WHETHER ANY OF THESE ARE DIRECT, INDIRECT OR CONSEQUENTIAL) (II) ANY LOSS OR DAMAGE ARISING IN CONNECTION WITH LIABILITIES TO THIRD PARTIES (WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL) OR (III) ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.
- B.** IN NO EVENT WILL INBODY'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICE EXCEED THE AMOUNTS YOU HAVE PAID TO INBODY FOR USE OF THE SERVICE OR ONE HUNDRED DOLLARS (\$100), IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO INBODY, AS APPLICABLE.
- C.** THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN INBODY AND YOU.

VIII. Indemnity: You will indemnify and hold harmless InBody and its respective officers, directors, shareholders, employees and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable attorneys' fees arising out of or in any way connected with (i) your access to or use of the Service, (ii) your breach of any representations, warranties or agreements made by you hereunder or (iii) your breach of any other provision of these Terms. We reserve the right to assume control of the defense of any third-party claim that is subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

IX. Term and Termination

- A.** To delete your account and the linked data at the Analysis Facility, you must request the Facility User for the deletion. Personal information including the test results are in Facility's custody and control, thus permanent deletion must be authorized by the Facility.
- B.** To delete your account and the linked data from the App, you may withdraw your account on the App. When you withdraw your account, your personal information along with manually inputted test results, band results, home use device results, and any other device's results that are associated with the App will be deleted. Understand that withdrawal of the account from the App does not mean that the data will be deleted from the Analysis Facility as well. Withdrawal applies to the Services provided through the App. The personal information inputted at an Analysis Facility and the test results saved with the Analysis Facility are not controlled by us and may still be active. To delete the data at the Analysis Facility, you must make a request to the Facility User. We do not have the authority to delete data from the Analysis Facility without their consent or legal reasons.
- C.** We may, at our sole and absolute discretion, or at the request of the Analysis Facility where you used the Service, terminate your right to access and use the Service or cancel your account, at any time for any reason without notice or liability to you. If we do so, any rights granted to you herein will immediately cease.
- D.** You agree and acknowledge that subject to the applicable law, the Analysis Facility where you used the Services has the ability to modify or delete your profile, InBody Content, and/or User Content on the Analysis Facility's account.
- E.** You agree and acknowledge that the Analysis Facility may contact you (with your additional verbal consent) through the Services provided, solely for the purpose of individualizing your experience with the InBody Devices.
- F.** Your license to use the Service through a mobile App is subject to agreements we have with the Analysis Facility at which you used a Product, which may include payment of fees by the Analysis Facility and compliance with the

terms of service applicable to the Analysis Facility. If the Analysis Facility defaults in payment of fees to us or otherwise breaches the terms of service applicable to the Analysis Facility, we have the right to suspend your ability to use the Service through the mobile App until such default or breach by the Analysis Facility is cured to our satisfaction.

- G. Subject to applicable law, upon any termination, discontinuation or cancellation of the Service or your account by you, we may delete InBody Content related to you, your User Content and other information related to your account.
- H. Upon any termination, discontinuation or cancellation of the Service or your account, the following provisions of these Terms shall survive: User Representations, Warranties, Restrictions and Obligations; Relationship with Analysis Facility; InBody's Rights; Disclaimers; Limitation of Liability; Indemnity; Term and Termination; Dispute Resolution; and General Terms.
- I. Upon termination, discontinuation, or cancellation of the Service or your account, all contact with the Analysis Facility through the Service may end. Any contact between the partisan End User and an Analysis Facility after cancellation of the Service is not the responsibility of InBody.

X. Dispute Resolution

- A. You agree that any disputes between you and InBody arising out of or relating to these Terms (including the Privacy Policy), the Service or any other InBody products or services (collectively, the “**Disputes**”) will be governed by the arbitration procedure outlined below.
- B. Governing Law: The Terms and the resolution of any Disputes shall be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States applicable therein without regard to its conflict of laws principles. These Terms are deemed to be entered and the Services provided in the State of California.
- C. Informal Dispute Resolution: We want to address your concerns without needing a formal legal case. Before filing a claim against InBody, you agree to try to resolve the Dispute informally by contacting LBSupport@inbody.com. We'll try to resolve the Dispute informally by contacting you through email. If a dispute is not resolved within 15 days after submission, you or InBody may bring a formal proceeding.
- D. We both agree to arbitrate: You and InBody agree to resolve any Disputes through final and binding arbitration, except as set forth under Exceptions to Agreement to Arbitrate below.
- E. Opt-out of Agreement to Arbitrate: You can decline this agreement to arbitrate by contacting LBSupport@inbody.com within 30 days of first accepting these Terms and stating that you (including your first and last name) decline this arbitration agreement.
- F. Arbitration Procedures: JAMS will administer the arbitration under its Streamlined JAMS Arbitration Rules. The arbitration will be held in Los Angeles County, California, or any other location we agree to. Because appearing in person for arbitration can be unduly burdensome in some circumstances, arbitration under this agreement shall not require any personal appearance by the parties or witnesses unless mutually agreed. Either or both parties may participate by written submissions, telephone calls, or other means of remote communication as allowed by the arbitrator.
- G. Arbitration Fees: The JAMS rules will govern payment of all arbitration fees. The prevailing party shall pay all arbitration fees, including opposing party's attorneys' fees and costs.
- H. Exceptions to Agreement to Arbitrate: Either you or InBody may assert claims, if they qualify, in small claims court in Los Angeles County. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Service, or infringement of intellectual property rights (for example, trademark, trade secret, copyright or patent rights) without first engaging in arbitration or the informal dispute resolution process described above.
- I. No Class Actions: You may only resolve Disputes with InBody on an individual basis and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed under our agreement.
- J. Judicial Forum for Disputes: In the event that the agreement to arbitrate is found not to apply to you or your claim, you and InBody agree that any judicial proceeding (other than small claims actions) will be brought in the federal or state courts of Los Angeles County, California. Both you and InBody consent to venue and personal jurisdiction there. We both agree to waive our right to a jury trial.
- K. Limitation on Claims: Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the Service must be filed within one (1) year after such claim or cause of action arose, or else that claim or cause of action will be barred forever.
- L. Confidentiality: You and we shall keep confidential any information exchanged during the arbitration as well as the

decision of the arbitrator made with respect to any Disputes arbitrated under this arbitration agreement and, with the exception of disclosure to your or our attorneys, accountants, auditors, and other legal or financial advisors, neither party shall disclose such information or decision to any other person unless required to do so by law. The information that is confidential will be kept with us for the purpose of keeping the information. The same information and the legal advice for the agreement, is the same purpose for any dispute or any other purposes. The disputes that may arise from the agreement of keeping the information that is confidential is the purpose of keeping the information in the agreement. The legal or any other purpose that might require a disclosure for the purpose of the agreement within the company and the user, the information will not be disclosed for any other purpose. The information that is disclosed to third-parties are for the same purpose that are explained in the Privacy Policy.

XI. Copyright Dispute Policy

- A.** We respect the intellectual property rights of others and expect our users to do the same. It is our policy, in appropriate circumstances and at our discretion, to disable and/or terminate the accounts of users who repeatedly infringe the copyrights of others. If you are a copyright owner, or are authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, and believe that any material available on or through the InBody website, including applications, products, InBody Content, Materials, user generated content, posts or materials on user forums, or any other content (collectively referred to as “**Disputed Content**”), infringes upon your copyrights, you may report alleged copyright infringements by providing the information in the following Notice of Alleged Infringement (“**Notice**”) and delivering it to InBody’s Designated Copyright Agent identified below. Upon receipt of the Notice, we will take whatever action, in our sole and absolute discretion, we deem appropriate, including removal of the Disputed Content. If we remove or disable access in response to such a notice, we may, in our sole discretion notify the owner or administrator of the Disputed Content. We reserve the sole and absolute right to remove any content, including without limitation any Disputed Content, from the Services at any time and for any reason.
- B.** Please note that filing a report of intellectual property infringement is a serious matter with legal consequences. Any person who knowingly materially misrepresents that material or activity is infringing could be liable for damages. Accordingly, if you are not sure whether material available online infringes your copyright, we suggest that you first contact an attorney. You acknowledge that if you fail to comply with all of the notice requirements below, your copyright notice may not be valid.
- C.** Please ensure to complete the following steps when issuing a formal Notice of Alleged Infringement to Biospace, Inc., as it relates to these Terms:
 - i. Identify the copyrighted work that you claim has been infringed, or - if multiple copyrighted works are covered by this Notice - you may provide a representative list of the copyrighted works that you claim have been infringed.
 - ii. Identify the material that you claim is infringing (or to be the subject of infringing activity) and that is to be removed or access to which is to be disabled, and provide information reasonably sufficient to permit us to locate the material, including at a minimum, if applicable, the URL of the link shown on the Site(s) where such material may be found.
 - iii. Provide your mailing address, telephone number, and, if available, email address. (Note that we may provide your contact information, including your name and email address, the name and address of the owner of the right in question, and/or the contents of your report to the person who posted the material you are reporting.).
 - iv. Include both of the following statements in the body of the Notice:

“I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use or dealing).”

“I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed.”
 - v. Provide your full legal name and your electronic or physical signature.
 - vi. Return a completed notice to the following address:

Biospace Inc. dba InBody

Attn: Product Support

13850 Cerritos Corporate Dr. Unit C
Cerritos, CA 90703

XII. General

- A. These Terms constitute the complete and exclusive agreement between you and InBody concerning your use of the Products, InBody Content, App, Service and Site and supersede and replace all prior oral or written understandings, proposals, agreements or other communications between you and InBody regarding the Products, InBody Content, Service and Site. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.
- B. You may not assign or transfer these Terms, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and void. We may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.
- C. Nothing contained in these Terms can be construed as creating any agency, partnership or other form of joint enterprise between us. Our failure to require your performance of any provision hereof will not affect our full right to require such performance at any time thereafter, nor may our waiver of a breach of any provision hereof be taken or held to be a waiver of the provision itself.
- D. Subject to applicable law, any notices or other communications provided by us under these Terms, including those regarding modifications to these Terms, may be given: (i) via email; or (ii) by posting to the Site. For notices made by e-mail, the date of receipt on the message will be deemed the date on which such notice is transmitted.
- E. The transmission of data or information over the internet or other forms of networks may not be secure, and is subject to possible loss, interception or alteration while in transit. InBody does not assume any liability for any damage you may experience or costs you may incur as a result of any electronic transmissions over the internet or otherwise within the Services, such as transmissions involving the exchange of electronic messages of any kind (including those which may contain your personal information). In no event will the information you provide on or through Services be deemed to be confidential, create any fiduciary obligations to you on our part, or result in any liability to you on our part in the event that such information is inadvertently released by us or accessed by third parties without your consent. You should take reasonable and appropriate precautions to scan for computer viruses and ensure compatibility of the software with your specific computer system. You should ensure that you have a complete and current backup of the information contained on your computer system prior to installing any such software.
- F. The Services may contain links to the websites of our subsidiaries and affiliates, and to websites that are independently owned and operated by third parties. These other websites may have their own Privacy Policies and terms and conditions that are not governed by these Terms. We are not responsible for the privacy practices or the content of any website(s) owned and operated by any such subsidiaries, affiliates or third parties. Other websites may collect and treat information collected differently, so we encourage you to carefully read and review the Privacy Policy for each website you visit. Any links from the Services to other websites, or references to products, services or publications other than those of InBody, do not imply the endorsement or approval of such websites, products, services or publications by InBody.

XIII. Contact: Please contact us if you have any questions about these Terms. You may contact InBody via email at LBSupport@inbody.com or the following mailing address:

Attn: Product Support
Biospace Inc. dba InBody
13850 Cerritos Corporate Dr. Unit C
Cerritos, CA 90703

You agree and acknowledge that you have read these Terms in their entirety and expressly consent to be bound to them in their fullest extent.

By registering, subscribing, and/or using our Service, you agree to be bound to these Terms in their fullest extent.

If you are not of legal age of consent in your jurisdiction, you may not agree to these Terms and instead, you shall direct your parent or legal guardian to agree on your behalf. By registering and using our Service, parent or legal guardian further agrees and acknowledges that parent or legal guardian has obtained, executed, and delivered to the Analysis Facility the appropriate parental consent and release forms.