



LookinBody Web API Terms of Use

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Revision No. 4

1. Introduction

1.1 About Us and These API Terms of Use

You agree that by using the InBody platform, **you are agreeing to enter into a legally binding contract** with Biospace Inc. DBA InBody (“**we**,” “**us**,” “**our**,” and “**InBody**”).

By submitting an API key for a software application, website, InBody product, or service you offer (an “**Application**”) at the InBody developer site <https://apiusa.lookinbody.com> (the “**Developer Site**”), you acknowledge that you, your clients and users are in good standing and understand and agree to be bound by these InBody API Terms of Use (the “**Terms**”).

If you are developing in conjunction with our platform, or using our platform, on behalf of a company or other entity, you represent and warrant that you have full legal authority to register an Application on behalf of that entity and bind it to these Terms. If you are not authorized, you may not accept the Terms or register an Application for someone else.

As used in these Terms, “**API**” means programmatic web API, software and other functionality and their associated tools and documentation that InBody makes available on the Developer Site.

When you develop in conjunction with the InBody platform (“**Developer**”), you acknowledge that you have also agreed to our Business Partner Agreement and Privacy Policy and that these Terms are in addition and relating specifically to your use of our API.

If you are using the InBody platform as a client facility (“**Analysis Facility**”), you acknowledge that you have also agreed to our Privacy Policy and that these Terms are in addition and relating specifically to your use of our API.

1.2 Scope and Intent

InBody makes API available to Developers and Analysis Facilities as follows:

- a. “**Self-Serve API Program**” where you can develop Applications using our API that is available to you immediately upon registration for an API key on our Developer Site; or
- b. “**Vetted API Program(s)**” where you can develop Applications using our API that are available only to developers that meet the applicable Vetted API Program eligibility criteria and have agreed to these Terms and Business Partner Agreement, as defined below, which is incorporated by reference into the Terms. Only a Developer can apply for a Vetted API Program.

With respect to a Vetted API Program, these Terms shall apply except where there is conflict with the applicable Business Partner Agreement, in which case such Business Partner Agreement shall control.

1.3 Developer Documentation

Your use of our API and display of Content in your Application must comply with the technical documentation, usage guidelines, call volume limits, and other documentation maintained at the Developer Site or otherwise made available to you (together, the “**Developer Documentation**”), which are expressly incorporated into these Terms by

reference). “**Content**” means any data or content from our Services or accessed via the API. “**Services**” means usa.lookinbody.com and other InBody-related sites and related apps, communications and services and technology.

In the event of any conflict between the Developer Documentation and these Terms, these Terms shall control.

1.4 Self-Serve API Program Eligibility Criteria

In addition to your compliance with the other requirements and obligations set forth in these Terms, you may participate in the Self-Serve API Program and display Content retrieved via the applicable API in your Application if:

- a. you are developing an Application designed to help InBody registered end users (“Member”) utilize, access, and understand their information more quickly, effectively, and efficiently; or
- b. your Application DOES NOT make more than 500 daily calls to each individual API endpoint.

2. Access to the APIs

2.1 Application Registration

To begin using the API, please first contact your InBody Representative for further information. You will be asked to agree to these Terms along with any other agreements that InBody may require. Following that, you must sign-in to <https://apiusa.lookinbody.com> using your LookinBody Web account’s username and password, and then submit an API key.

You agree that we can use, store, and share information submitted by you to InBody in connection with your Application to contact you, for attribution purposes, handling inquiries from Members or potential Members about your Application, for other purposes under these Terms (for example, we may email you with updates regarding the developer program), and as otherwise permitted in our Privacy Policy. You acknowledge that if you share the contact information of your employees or independent contractors with us, we may contact them in accordance with these Terms.

2.2 Access Credentials

Once you have successfully registered an account, the account holder will receive a confirmation email to be given access to your API credentials for your Application. “**Access Credentials**” means the necessary security keys, secrets, tokens, and other credentials to access the applicable API. The Access Credentials enable us to associate your API activity with your Application and the Web account using it. All activities that occur using those access credentials are your responsibility. You agree that InBody shall not be deemed liable for any activities occurring under those Access Credentials. Keep your Access Credentials secret. Do not sell, share, transfer, or sublicense them to any other party other than your employees or independent contractors in accordance with Section 3.1 below. Do not try to circumvent them and do not require your users to obtain their own Access Credentials to use your Application (for example, in an attempt to circumvent call limits).

2.3 Test Profiles

You may create up to one hundred test profiles for purposes of testing your Application only. You must create the profiles manually and not via automated means, such as scripts. Test profiles must be standard member profiles. You shall delete all test profiles upon completion of testing.

2.4 API License

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-sublicensable (**except to independent contractors so they may host, develop, test, operate, modify or support your Application in accordance with Section 3.1**), non-transferable, non-assignable license under InBody's intellectual property rights during the Duration (**as defined in Section 11.1, below**) (a) to use the API to develop, test, operate and support your Application; (b) to distribute or allow access to your integration of the API within your Application to end users of your Application; and (c) to display the Content accessed through the API within your Application.

3. Use of API and InBody Content

3.1 General Restrictions

In addition to the other terms and conditions in these Terms, except as expressly set forth herein, you agree not to do the following:

- a. Implement features or business practices, or use the API or Content in a way, that may harm Members;
- b. Disclose or provide the API or Access Credentials to any person or entity other than to your employees or independent contractors, provided (1) such employees or independent contractors enter into an agreement with you at least as protective of InBody's rights as this Agreement, and (2) you hereby agree to be responsible for, and liable to InBody for, any breaches of such agreements by such employees or independent contractors;
- c. Impersonate a Member or facility in order to gain access to information and data available through InBody's network, Services, or Content;
- d. Use the API or Content for any illegal purposes, or in any manner which would violate these Terms, or breach any laws or regulations regarding privacy or data protection, or violate the rights of third parties or expose InBody or its users to legal liability;
- e. Remove any legal, copyright, trademark or other proprietary rights notices contained in or on materials you receive or access pursuant to these Terms, including, but not limited to, the API, the Developer Documentation, and the Content;
- f. Sell, lease, share (with the exception of making the Content available to users through the Application), transfer, sublicense or otherwise make available any Content, directly or indirectly, to any third party (e.g. you may not sell InBody measurement data or access to same), including, but not limited to, any data broker, ad network, ad exchange, or other advertising monetization-related party;
- g. Use the Content for any other purpose other than to allow your users to use the Content in your Application;
- h. Use any Content in any advertisements or for purposes of targeting advertisements specifically to any individual user (whether such advertisements appear in the Application or elsewhere), or to generate mass messages, promotions or offers;
- i. Make any statements or use any API or Content in a manner that expresses or implies that you, your Application or your use of the Content is sponsored or endorsed by InBody (e.g., you must not state or in any way imply that InBody has "verified" or "confirmed" the veracity of any Content);
- j. Use any API in any manner that, as determined by InBody in its reasonable discretion, constitutes abusive usage;

- k. Interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services, or transmit any viruses, worms, defects, Trojan horses, or any items of a destructive nature through your use of any API;
- l. Provide functionality that proxies, requests or collects InBody usernames or passwords;
- m. Copy, adapt, reformat, reverse-engineer, disassemble, decompile, decipher, translate or otherwise modify any API, Access Credential, Content, Services, InBody Brand Features or other information or service from InBody, through automated or other means;
- n. Use Content in any manner that facilitates bias or discriminatory practices, including data "redlining," whether intentional or inadvertent, based on any sensitive or legally protected categories or characteristics;
- o. Try to exceed or circumvent limitations on API calls and use. This includes creating multiple Applications for identical, or largely similar, usage;
- p. Distribute or allow third parties access to any stand-alone API;
- q. Attempt to re-identify any de-identified or anonymized data;
- r. Access, store, display, or facilitate the transfer of any InBody content obtained through the following methods: scraping, crawling, spidering or using any other technology or software to access InBody content outside the API (such content, collectively, "**Non-Official Content**"). This restriction applies (1) whether the Non-Official Content was obtained indirectly through a third party, such as a customer or third-party developer, and (2) whether or not the Non-Official Content is stored or displayed in the Application or some other resource, product or service.

3.2 Health Kiosk

You may elect, at an additional cost to you, to add an InBody Health Kiosk feature with the API. The Health Kiosk feature is optional and does not need to be a part of your business model, but you agree that, if you elect to utilize this feature, to abide by the additional terms and conditions specified under this Agreement or as otherwise provided, including additional costs and fees.

3.3 Excluded Uses of the API

In addition to the other terms and conditions in these Terms, you must never do any of the following under these Terms:

- a. Use the API in any Application that includes adult content, promotes gambling, involves the sale of tobacco or alcohol to persons under 21 years of age, or otherwise violates any applicable law or regulation; or
- b. Use the API to retrieve Content that is then aggregated with third party data in such a way that an end user cannot attribute the Content to InBody (i.e., aggregated search results).

4. Storage of Content

4.1 No Storing Any Content

You must not capture, copy or store any Content or any information expressed by the Content (such as hashed or transformed data), except to the extent permitted by these Terms.

You may only store Content in a manner which enables you to identify, segregate and selectively delete such Content. The Content must not be stored in a data repository that would enable any third party access (other than the customer or Member to which it relates).

4.2 You May Store Tokens

You may store the Application-specific ID that we provide to you for identifying users of your Application ("**User ID**") or the mobile number tokens that we provide to you when a Member registers to our Services with their InBody account ("**User Token**").

4.3 Member Profile Data

- a. You must obtain legally valid consent, as required under your jurisdiction, from a Member before you may store that Member's Profile Data and Content.
- b. In addition to the requirements set forth below in Section 5, the process for obtaining Member consent to store their data must, at a minimum, meet the specifications set forth from the Developer Documentation. “**Profile Data**”
- c. means any or all of a Member’s profile data available through an applicable API, subject to a Member’s profile visibility and other privacy settings.
- d. If you want to refresh the Member’s Profile Data, you may only do so when the Member is actually using your Application and not on an automated schedule.
- e. You must promptly delete and/or de-identify all Content collected through the API about a particular Member, including the User ID and the User Token, upon request by that Member, when the Member uninstalls your Application or when the Member closes their account with you.
- f. The restrictions of this Section do not apply to data that Members provide to you or that is separately entered or uploaded to you outside of the Application by the user of your Application.

4.4 Delete for Breach

You must immediately delete all Content if we terminate your use of the API, except when doing so would cause you to violate any law or obligation imposed by a governmental authority.

4.5 Data Protection

The term “**Covered Data**” has the meaning given to the term “personal data” under the European Union General Data Protection Regulation, Regulation (EU) 2016/679 (“**GDPR**”).

You agree to the following:

- a. Covered Data that is acquired at your facility is in your custody and control. You may review, analyze, edit, and modify information related to Content (except personal use device’s Content)
- b. You are responsible for securing the Covered Data, exchanged content, and media in your custody and control according to the applicable law of your jurisdiction
- c. You are responsible for all data that is inputted into the Site by you pursuant to your use of the Services. You represent and warrant that all data provided by you through the Site for processing or analysis is correct and true.
- d. To learn more about data handling processes, please refer to our Privacy Policy.

4.6 Breach Notification and Incident Reporting

- a. **Breach Source.** In order to determine the source of a Member’s Covered Data Breach, you shall conduct a thorough investigation to determine the identity of the breaching party for post-incident action plan. You warrant that you have safeguards, policies and procedures in place to detect and counter a Covered Data Breach from your custody and control.
- b. **Data Breach Detection and Responding Policies.** We have technological and organizational measures in place to detect Covered Data breach in our system. You warrant that you have technological measures in place to detect Covered Data breach in your systems.
- c. We have policies and procedures in place:
 - i. to access the level of risk to Covered Data subjects as soon as feasible
 - ii. to ensure that the Covered Data breach is contained as soon as possible
 - iii. to inform all interested persons within the company of the Covered Data breach and the affiliated companies that may be inflicted with the incident
 - iv. to notify supervisory authorities (applicable to your jurisdiction) and Covered Data subjects and others of the breach in accordance with this policy
- d. **Notification to Supervisory Authorities** - We may notify (depending on the assessment of the Division determine if the breach poses a “real risk of significant harm” from PIPEDA) the supervisory authority, in case of a Covered

Data Breach outside of our custody and control, once we become aware of it. If assessed that the breach poses a real risk of significant harm to a Member, we will notify the supervisory authority in the prescribed form and manner and within a reasonable amount of time after a Covered Data Breach determination has been made by us. You warrant that you have necessary procedures and protocols in place to notify the supervisory authority and any other related party that may be at risk of harm stemming from the Covered Data Breach within a reasonable time following that Member's Covered Data Breach.

- e. **Notification to Covered Data Subjects** – We have policies and procedures notify the affected Members of the Covered Data Breach; if we determine that said Member(s) is or are at a real risk of significant harm, we shall notify the Member in the prescribed manner and form. You warrant that you will notify the affected Members if it is determined that the Covered Data Breach occurred from your facility and/or custody and control.

5. Don't Harm or Trick Members

5.1 Your User Agreement and Privacy Policy

Your Application must include, and you agree to bind Members to, your own user agreement and privacy policy. Your user agreement and privacy policy must be prominently identified or located where Members download or access your Application. Your privacy practices must meet applicable legal standards of your jurisdiction and accurately disclose the collection, use, storage and sharing of data.

If your Application is a franchise application, you must enter into customer agreements with your franchise customers that describe how you will be accessing InBody accounts and Content on the customer's behalf.

You must promptly notify us of any breaches of your user agreement or privacy policy that impact or may impact Members. Your privacy policy must be at least as stringent and user-friendly as InBody's Privacy Policy.

5.2 InBody Member Consent

Before obtaining information from Members, you must obtain their legally valid consent pursuant to your jurisdiction which, at a minimum, shall include: (a) how their data will be used, (b) when it will be collected (e.g., will the Application pull a Member's Profile Data more than once); and (c) how a Member can withdraw their consent. The consent must be freely given (in accordance with applicable law in your jurisdiction) and given by a statement or a clear affirmative action.

6. Brand Use

6.1 Brand Features License and Publicity Rights

Subject to these Terms (including our Branding Guidelines), we grant you a limited, non-exclusive, non-assignable, non-sublicensable, and non-transferable license during the Duration to display Our Brand Features within the Application and to accurately promote or advertise your integration of the API in your Application. "**Our Brand Features**" means any trade names, trademarks, service marks, logos and domain names that InBody makes available to you.

You agree not to display Our Brand Features (a) in any way that violates applicable law, including laws regarding libel, slander, obscenity and infringement; (b) in any way that is misleading, implies that your Application is approved, created or endorsed by InBody (or otherwise embellishing your relationship with InBody); or (c) in a way that is otherwise objectionable to InBody in its sole discretion, unless otherwise permitted in our Business Partner Agreement. If you are planning any formal, proactive press outreach, you will submit the content (press release, blog post, etc.) to us for prior written approval (email acceptable), unless expressly allowed in our Branding Guidelines. Any good will in Our Brand Features resulting from your use will inure solely to InBody.

You grant us a limited, non-exclusive, non-assignable, non-sublicensable, and non-transferable license during the Duration to display your trade names, trademarks, service marks, logos and domain names (collectively, "**Your Brand Features**") to promote or advertise your use of the APIs in your Application. Any good will in Your Brand Features resulting from our use will inure solely to you.

We may, without your consent, publicly refer to you, orally or in writing, as a licensee of the APIs and/or user of the Content. We may also publish your name and logo (with or without a link to your Application) on our Services, in press releases, and in promotional materials without additional consent or notice to you.

7. Safety and Abuse

7.1 Security Measures

In addition to Section 4.6 and 4.7, you agree to the following:

- a. **Requirement for Security Measures.** Your network, operating system and the software of your web servers, databases, and computer systems (collectively, “**Systems**”) must be properly configured to securely operate your Application and process Content.
- b. **Security Questionnaire.** If requested, you must complete InBody’s security questionnaire (which InBody will provide to you).
- c. **Security Breach.** You must promptly report any security deficiencies in, or intrusions to, your Systems that you discover (or are reported publicly or to you) to InBody in writing via email to LBSupport@InBody.com or subsequent contact information posted on the Developer Site if such intrusions could reasonably be expected to affect the Content, InBody or its Members in any way. You will work with InBody to immediately correct any security deficiency, will disconnect any intrusions or intruders, and will inform, guide, and give notice that the deficient application will be unavailable to the public until the security breach/issue is resolved. In the event of any security deficiency or intrusion involving the Application, APIs or Content, you will make no public statements (e.g., press, blogs, social media, bulletin boards, etc.) without prior written and express permission from InBody in each instance.

7.2 Monitoring

You will provide us with up to two full-feature client account-level instances to access your Application (and/or other materials relating to your use of the API and/or the Content) as reasonably requested by us to verify your compliance with these Terms (including, in particular, your security and privacy obligations under these Terms).

You also agree to assist InBody in verifying your compliance with these Terms by providing us with information about your Application and storage of Content, which may include access to your Application and other materials or Systems related to your use of the APIs. If you do not demonstrate full compliance with these Terms, as determined in our sole discretion, we may restrict or terminate your access to the API.

You acknowledge that InBody may monitor any API activity from its own systems for the purpose of ensuring quality, improving InBody products and Services, and ensuring compliance with these Terms. You must not interfere or attempt to interfere with such monitoring or otherwise obscure from InBody your API activity. InBody may use any technical means to overcome such interference.

8. Rights InBody Reserves

8.1 Support and Updates

We may provide you with support for the APIs in our sole discretion and we may stop providing support to you at any time without notice or liability to you. We are not obligated to provide any training, support or technical assistance for the Application, the Content, or the APIs directly to your Application users and you agree to communicate to your Application users that you (and not InBody) are responsible for any such support.

We may modify or release subsequent versions of the API, and/or subsequent versions of these Terms, the Privacy Policy, and the Business Partnership Agreement, and require that you use those subsequent versions. Unless we release a new version of the API for security or legal reasons, you will have a reasonable amount of notice (as determined by us), to migrate to subsequent versions of the API. You acknowledge that once InBody releases a subsequent version of an API, the prior version of such API may stop working at any time or may no longer work in the same manner. Your

continued use of the API following a subsequent release will be deemed your acceptance of all modifications.

8.2 Costs and Fees

Should InBody change the costs and fees associated with the use of the APIs or any developer tools and features, you do not have any obligation to continue to use the APIs.

Each party will bear its own costs and expenses in performing its obligations under these Terms.

8.3 Independent Development

Each party acknowledges that the other party may independently create applications, content and other products or services that may be similar to or competitive with those of the other party and nothing in these Terms will be construed as restricting or preventing each party from creating and fully exploiting such applications, content and other products or services, without any obligations to the other party.

9. Ownership

9.1 All Rights Reserved

As between the parties, we own all rights, title, and interest in and to the (a) APIs, and all elements, components, and executables of the APIs, (b) Content; (c) Services; and (d) Our Brand Features (clauses (a)-(d) collectively, the “**InBody Materials**”), and, subject to the foregoing, you own all rights, title, and interest in and to the Application and Your Brand Features. Except to the limited extent expressly provided in these Terms, neither party grants, nor shall the other party acquire, any right, title or interest (including any implied license) in or to any property of the first party under these Terms. All rights not expressly granted in these Terms are reserved.

9.2 License to Your Application

For the Duration you grant us a royalty-free, non-exclusive, worldwide, irrevocable right and license, under all of your intellectual property rights, to: (a) use, perform, and display your Application and its content for purposes of marketing, demonstrating, and answering inquiries; (b) link to and direct Members to your Application; and (c) sublicense the foregoing rights to InBody Affiliates (as defined in Section 12.3 below).

9.3 Feedback

Either party may from time to time elect, in its sole discretion, to provide suggestions, comments, improvements, ideas or other feedback to the other party related to the other party’s products and services (“**Feedback**”). Feedback is provided on an “as is” basis with no warranties of any kind and the receiving party will have a royalty-free, worldwide, sublicenseable, transferable, non-exclusive, perpetual and irrevocable right and license to use Feedback. Each party agrees not to provide Feedback that it knows is subject to any intellectual property claim by a third party or any license terms which would require products or services derived from that Feedback to be licensed to or from, or shared with, any third party.

10. Follow the Law and These Terms

10.1 Legal Compliance

You represent and warrant to InBody that: (a) you have the right to use, reproduce, transmit, publicly display, publicly perform, and distribute your Application (excluding InBody Materials); (b) use of your Application by InBody and its Members in accordance with the Application’s terms of use will not violate the rights of any third party (e.g., copyright, patent, trademark, privacy, publicity or other proprietary right of any person or entity), or any applicable regulation or law, including the Digital Millennium Copyright Act, the laws of any country in which your Application is made available and any applicable export laws; and (c) you will comply with all applicable local, state, federal, and foreign laws, including, without limitation, any laws or regulations relating to privacy and data protection, which includes acquisition of all necessary consent and authorization forms that your jurisdiction may require, in connection with its performance under these Terms

10.2 Compliance and Amendments to These Terms

You must comply with these Terms in order to use the APIs and we reserve the right to terminate your access to the APIs should you fail to comply or be discovered to have failed to comply. The most current version of these Terms can be reviewed on the Developer Site.

We reserve the right to modify, supplement, or replace any provisions of these Terms, effective prospectively upon posting on the Developer Site or otherwise notifying you. For example, we may present a banner on the Developer Site when we have amended these Terms so that you may access and review the changes prior to your continued use of the APIs and Developer Site. If you do not want to agree to changes to these Terms, you can terminate these Terms at any time in accordance with Section 11.

10.3 Other Obligations

In addition to any other documents incorporated by reference into these Terms above, you and your Application must also comply with the following, if applicable to you, which are hereby incorporated by reference:

- a. The InBody Business Partnership Agreement; and
- b. The InBody Privacy Policy.

In the event of any conflict between the content in this document and the above documents these Terms control your use of the API. If you disagree with any of the provisions in these Terms, do not access or use the API.

InBody reserves the right to require you to agree to additional agreements/documents as part of your obligations.

11. Term and Termination

11.1 Duration of Terms

The duration of these Terms (the “**Duration**”) will be from the date upon which you agree to these Terms and will continue until terminated as set forth below or unless otherwise made inapplicable.

11.2 Your Termination Rights

You may terminate these Terms by discontinuing use of our API or cancelling your subscription.

11.3 Suspension; Termination

We may suspend or terminate your use of all or any of the API or Content at any time if we believe you have violated these Terms, or, in our sole discretion, we believe the availability of the API in your Application is not in our or the Members’ best interests.

We may discontinue the availability of some or all of the API or any Content at any time for any reason. We shall provide you with 30 calendar days’ notice unless we discontinue such availability to protect the security or integrity of the API and related offerings, to address user security or user privacy issues, for legal compliance reasons, or to the extent necessary to mitigate damages in relation to third party litigation.

We may also impose limits on certain features and services or restrict your access to some or all of the API, Content or our Services. Although we will endeavor to provide prior notice of our exercise of our rights pursuant to this Section, it may not be practical or commercially reasonable in all circumstances. Accordingly, all of our rights in these Terms may be exercised without prior notice or liability to you.

11.4 Termination for Cause

Either party may terminate these Terms: (a) if the other party files a voluntary petition for bankruptcy or a petition or answer seeking a reorganization; (b) if the other party has filed against it an involuntary petition for bankruptcy that has not been dismissed within 60 calendar days thereof; (c) if the other party becomes insolvent, admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of its creditors; (d) if the other party applies for or consents to the appointment of a receiver, trustee or liquidator for substantially all of its assets or such receiver, trustee or liquidator is appointed for the other party; or (e) upon the occurrence of a material breach of these Terms by the other party, if such breach is not cured within ten (10) business days after written notice identifying the matter constituting the material breach is provided by the non-breaching party.

11.5 Effect of Termination

Upon termination of these Terms:

- a. all licenses granted under these Terms will terminate immediately;
- b. upon request, each party will promptly return to the other party or delete all tangible embodiments of confidential information of such party in its possession, custody or control;
- c. you will comply with the requirements to delete stored Content; and
- d. InBody will make commercially reasonable efforts to remove all references and links to your Application from the Services (InBody has no other obligation to delete copies of, references to, or links to your Application).

Notwithstanding the above, each party may retain a copy of these Terms and such other confidential information of the other party as reasonably required for legal and auditing purposes. InBody may request that you certify in writing your compliance with this Section.

11.6 Survival

The following sections of this Agreement shall survive any termination, Sections 3 (“Use of the API and InBody Content”), 4.6 (“Delete at Member Request”), 4.7 (“Delete for Breach”), 4.8 (“Data Protection”), 5 (“Don’t Harm or Trick Members”), 6 (“Brand Use”), 7 (“Safety and Abuse”), 8.3 (“Independent Development”), 9 (“Ownership”), 10 (“Follow the Law and These Terms”), 11.5 (“Effect of Termination”), 11.6 (“Survival”), 12 (“Disclaimer of Warranties; Limitation of Liability; Indemnity”), 13 (“Dispute Resolution”) and 14 (“General Terms”).

12. Disclaimer of Warranties; Limitation of Liability; Indemnity

12.1 Applicability of Disclaimer and Limitation

Some countries and jurisdictions do not allow the disclaimer of certain implied terms or exclusions of liability and as a result the contents of this Section 12 may not, in their entirety, apply to you.

12.2 Disclaimer of Warranties

WE PROVIDE THE INBODY MATERIALS AND ALL OTHER INFORMATION AND SERVICES ON AN “AS IS” AND “AS AVAILABLE” BASIS WITH NO WARRANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, EXCEPT AS DESCRIBED IN THE BUSINESS PARTNERSHIP AGREEMENT, AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, SECURITY, TITLE AND/OR NON-INFRINGEMENT. YOUR USE OF THE INBODY MATERIALS IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM USE OF THE INBODY MATERIALS TO YOUR COMPUTER SYSTEM OR LOSS OF DATA. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM THE INBODY MATERIALS WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THESE TERMS. INBODY DOES NOT CONTROL OR VET USER-GENERATED CONTENT FOR ACCURACY.

12.3 Limitation of Liability

NEITHER INBODY NOR ANY OF OUR PARENT COMPANIES, SUBSIDIARIES, AFFILIATED COMPANIES, OR SUPPLIERS (EACH A “**INBODY AFFILIATE**”), AND OUR AND THEIR RESPECTIVE EMPLOYEES, SHAREHOLDERS, OR DIRECTORS, SHALL BE CUMULATIVELY LIABLE FOR: (A) ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR LOSS OF USE, PROFIT, REVENUE OR DATA TO YOU OR ANY THIRD PERSON ARISING FROM YOUR USE OF INBODY MATERIALS ACCESSED THROUGH OR DOWNLOADED FROM INBODY; OR (B) ANY LIABILITY OR DAMAGES IN EXCESS OF TEN THOUSAND DOLLARS (\$10,000). THIS LIMITATION OF LIABILITY SHALL:

1. APPLY REGARDLESS OF WHETHER (A) YOU BASE YOUR CLAIM ON CONTRACT, TORT, STATUTE, OR ANY OTHER LEGAL THEORY, (B) WE KNEW OR SHOULD HAVE KNOWN ABOUT THE

POSSIBILITY OF SUCH DAMAGES, OR (C) THE LIMITED REMEDIES PROVIDED IN THIS SECTION FAIL OF THEIR ESSENTIAL PURPOSE; AND

2. NOT APPLY TO ANY DAMAGE THAT INBODY MAY CAUSE YOU INTENTIONALLY OR KNOWINGLY IN VIOLATION OF THESE TERMS OR APPLICABLE LAW, OR AS OTHERWISE MANDATED BY APPLICABLE LAW THAT CANNOT BE DISCLAIMED IN THESE TERMS.

12.4 Your Indemnification Obligations

You will defend, hold harmless, and indemnify InBody and the InBody Affiliates (and our and their respective employees, shareholders, and directors) from any claim or action brought by a third party, including all damages, liabilities, costs and expenses, including reasonable attorneys' fees, to the extent resulting from, alleged to have resulted from, or in connection with: (a) your breach of your obligations herein; or (b) the violation of any copyright, trademark, service mark, trade secret or patent by the Application, Feedback or Your Brand Features.

13. Dispute Resolution

13.1 Law and Forum for Legal Disputes

These Terms and any claim, cause of action or dispute (“**Claim**”) arising out of or related to these Terms shall be governed under the state laws of California, except that the U.S. Federal Arbitration Act governs everything related to arbitration. All Claims (except those brought in arbitration and small claims court) can be litigated only in the federal or state courts in Los Angeles County, California, USA, and we each agree to personal jurisdiction in those courts.

Notwithstanding the above, you agree that InBody shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

In the event of litigation between the parties arising out of or related to these Terms, the prevailing party will be entitled to recover its attorneys' fees and costs incurred.

13.2 Arbitration Option

For any Claim (excluding claims for injunctive or other equitable relief) arising out of or related to these Terms, where the total amount of the award sought is less than \$10,000, the party requesting relief may elect to resolve the Claim in a cost effective manner through binding non-appearance-based arbitration. In the event a party elects arbitration, they shall initiate such arbitration through an established alternative dispute resolution (“**ADR**”) provider mutually agreed upon by the parties.

The ADR provider and the parties must comply with the following rules:

- a. the arbitration shall be conducted by telephone, online, and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration;
- b. the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and
- c. any judgment on the award rendered by the arbitrator shall be final and may be entered in any court of competent jurisdiction.

14. General Terms

14.1 Severability

If any provision of these Terms is found to be illegal, void, or unenforceable, the unenforceable provision will be modified so as to render it enforceable to the maximum extent possible in order to effect the intention of the provision; if a term cannot be so modified, it will be severed and the remaining provisions of these Terms will not be affected in any way.

14.2 Notices and Service of Process

We may notify you via postings on the Developer Site or via the email address associated with your Application or Member account. InBody accepts service of process at this address: InBody USA ATTN: Legal and Business Affairs, 13850 Cerritos Corporate Drive, Unit C., Cerritos, CA 90703. Any notices that you provide without compliance with this Section shall have no legal effect.

14.3 Entire Agreement

These Terms, including any documents incorporated into these Terms by reference, constitute the entire agreement between you and InBody regarding the subject matter of these Terms and supersedes all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of these Terms.

14.4 No Injunctive Relief

In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of the developer platform or any APIs, Content or other material used or displayed through the InBody developer platform.

14.5 Assignment and Delegation

You may not, without InBody's prior written consent, assign or delegate any rights or obligations under these Terms, including in connection with a change of control. Any purported assignment and delegation shall be ineffective. We may freely assign or delegate all rights and obligations under these Terms, fully or partially without notice to you.

14.6 Potential Other Rights and Obligations

You may have rights or obligations under local law other than those enumerated here if you are located outside the United States.

14.7 No Partnership

Nothing in these Terms will be construed as creating a partnership or joint venture of any kind between the parties and neither party will have the authority or power to bind the other party or to contract in the name of or create a liability against the other party in any way or for any purpose.

14.8 Language

Where InBody has provided you with a translation of the English language version of these Terms or any document referenced in these Terms, you agree that the translation is provided for your convenience only and that the English language versions of any such document, will control.

14.9 How to Contact Us

If you have questions or comments about these Terms, please contact us online (LBSupport@inbody.com) or by physical mail at:

InBody USA

Attn: Legal and Business Affairs

13850 Cerritos Corporate Drive, Unit C Cerritos, CA 90703