

Terms of Service

These Terms of Service (“Terms”) govern your access to and use of the Site and their related internet-based services, features, content, and functionality, including the Appointment Booking Service (the “Booking Service” and, together with the Site and the “Service” or “Services”). By using the Service, you acknowledge that you have read, accepted, and agreed to be bound by these Terms.

1. ACCEPTANCE OF TERMS

These Terms constitute an electronic contract that explains the legally binding terms of your use of the Service. By using the Service, you accept and agree to these Terms and any conditions or notices contained or referenced within. You acknowledge that these Terms may be modified by us at any time, in our sole discretion, and that any modifications will be effective upon posting. Your continued use of the Service shall indicate your acceptance of any modified terms. Further, you agree that we may at any time, in our sole discretion, with or without prior notice to you, modify, cancel, update, reconfigure, supplement, limit, terminate, or otherwise alter the Service or any part thereof, including as between different users, whether temporarily or permanently.

By using the Service, you also agree that we may send you various communications by email or by posting them on the Site. You agree to notify us promptly if your email address changes. This consent covers all actions you conduct through the Service. Should you decide that you do not wish to receive communications by email, please contact us at testing@ajoyhealth.com. Your withdrawal of consent will be effective within a reasonable time after we receive such notice. A withdrawal of consent will not affect the enforceability of these Terms. However, a withdrawal of consent to receive communications electronically may result in termination of your use of the Service.

We reserve the right to, and you acknowledge and consent that we may (but are not required to), monitor the Service to the extent permitted by law, including your communications and activities via the Service, and in connection with your access and

use of the Service, including without limitation, information provided by you and information about your geolocation.

2. USER ACCOUNT

In order to access certain features of the Service, you may be asked to create a User Account. In creating a User Account, you may be asked to provide certain personalized information to us. Our information collection and use policies with respect to the privacy of such information are set forth in the Service's Privacy Policy, which is incorporated herein by reference for all purposes. It is your responsibility to provide us with accurate, complete, and up-to-date information for your account. You agree to promptly update such information as needed.

When you create a User Account, you agree to take full responsibility for maintaining the confidentiality of your access credentials used to log into the Service (e.g., username and password), and for all activity that is generated by your User Account. You may not permit anyone else to use your access credentials, and you may not use anyone else's access credentials. You may not attempt to gain unauthorized access to any other user's access credentials. You agree to immediately notify us in the event that (i) your access credentials are lost or stolen, or (ii) you become aware of any unauthorized use of your access credentials or of any other breach of security that might affect the Service. We are not responsible for any loss or damage arising from someone else using your access credentials or your failure to comply with this section.

3. GENERAL USE OF THE SERVICE

Limited License

Subject to your compliance with these Terms, we hereby grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to: (i) access and use the Service on a device that you own or control solely in connection with your use of the Service; and (ii) access and use any content information and related materials that may be made available through the service to you, in each case solely for your personal

use. Any rights not expressly granted herein are reserved by A. Joy Health LLC. and its licensors.

Prohibited Uses

Any commercial or promotional use, distribution, reproduction, or other exploitation of the service, or any content, code, data, or materials on either the Site or the App, is strictly prohibited unless you have received express prior written permission from us. Other than as expressly allowed in these Terms, 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 Service. 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 Service, including, without limitation, the alteration or removal of any trademarks, trade names, logos, service marks, or any other proprietary content or proprietary notices. If you make other use of the Service, or its content, code, data or materials, except as otherwise provided above, you may violate copyright and other laws of the United States, other countries, or applicable state laws and may be subject to liability for such unauthorized use.

You shall not: (i) engage in spidering, "screen scraping," "database scraping," harvesting of email or other addresses, contact or personal information, or any other automatic means of obtaining lists of users or other information from or through the Service, including without limitation any information residing on any server or database connected to the Service; (ii) obtain or attempt to obtain unauthorized access to computer systems, materials, or information through any means; (iii) use the Service in any manner with the intent to interrupt, damage, disable, overburden, or impair the Service, including, without limitation, sending mass unsolicited messages or "flooding" servers with requests; (iv) use the Service in violation of our or any third party's intellectual property or other proprietary or legal rights; (v) insert your own or a third party's advertising, branding or other promotional content into any of the Service's

content, materials or services; 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 sue 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 Service.

Proprietary Rights

The Service is the proprietary property of A. Joy Health LLC. and/or its third-party licensors, and is protected by U.S. and foreign copyright, trademark, and other intellectual property laws. Your use of the Service does not grant you ownership of any content, code, data or materials you may access on or through the Service or download from the Service.

4. MEDICAL DISCLAIMER

A. Joy Health LLC.'s Service is designed to enable you to request and book certain testing kit delivery or medical testing services to be provided by a licensed medical testing professional in a remote mobile vehicle setup, telehealth/video conference or onsite.

These Terms apply to the Service. We may also present to you through your use of the Service any terms specific the use of a particular service ("Service-Specific Terms"). All Service-Specific Terms are incorporated into these Terms by reference. To the extent that these Terms conflict with the Service-Specific Terms, the Service-Specific Terms will control.

5. SERVICES

The various Services provided by A. Joy Health LLC. are as follows and are customized depending on the requested service or product:

- Testing Kit Delivery – OTC Covid-19 Antigen rapid tests, delivered to your address
- Mobile Testing – Booking a time for getting tested in one of the mobile testing centres
- Telehealth/ Video Proctoring- Video conference meeting to confirm results of at home testing.
- Site Testing- Booking a time to get tested at a physical location.
- Concierge Testing- Booking a time and getting tested in the comfort of your home or business.

The Delivery will specifically include the ability and responsibility of the Practice to deal with all requisite third parties.

6. PAYMENTS.

A. Joy Health LLC., customers will be responsible for the payment of fees (“Fees”) to the Practice as per price sheet listed on website.

7. CANCELLATIONS

The Shipping Agreement shall continue until the occurrence of the event which does not allow the delivery in your area or the shipping partner is not able to deliver in your area.

For on site, mobile and video testing the client will have 2 hours to cancel for a full refund from appointment time.

Refunds and/or Credits.

In the event that the delivery service is unable to deliver the booked testing kit due to circumstances outside of their control or for reasons other than the natural causes, you will receive a full refund or credit.

For on site, mobile and video testing the client will have 2 hours to cancel for a full refund from appointment time.

Authorization to Charge.

By using the Booking Services, you hereby agree A. Joy Health LLC. has the right and authorize A. Joy Health LLC. to automatically charge your credit card (or other payment method) for the applicable fees or charges, plus any applicable taxes.

Misrepresentations.

If, during the Booking Service process, you misrepresent yourself in any manner, including but not limited to, a misrepresentation of your age or medical history, A. Joy Health LLC. reserves the right to cancel your booked service without notice and charge you the full amount. If, at the time of your booked service, you are under the influence of drugs or alcohol, A. Joy Health LLC. will not perform the service and you will be charged the full amount.

8. MOBILE DEVICES

Third Parties.

You agree to comply with any applicable third party terms of agreement when using the Mobile Apps. You acknowledge and agree that the Device Providers, and their subsidiaries are third party beneficiaries of these Terms, and that, upon your acceptance of these Terms, the Device Providers will have the right, and will be deemed to have accepted the right, to enforce these Terms against you as a third party beneficiary thereof. Apple® and iTunes® are registered trademarks of Apple Inc. Google Play® and Android® are registered trademarks of Google, Inc.

9. INDEMNIFICATION

You agree to release, indemnify, defend and hold harmless A. Joy Health LLC., its parent, subsidiaries and affiliates and its and their shareholders, officers, directors, employees, agents, and advisors, from and against any and all losses, liabilities,

claims (including claims without legal merit or brought in bad faith), demands, damages, costs or expenses, causes of action, suits, proceedings, judgments, awards, executions and liens, including reasonable legal fees and costs (whether brought by third parties or otherwise) (collectively, "Claims") due to or arising in any way from your use of the Service, your placement or transmission of any message, any content, or other information or materials through the Service, or your breach or violation of the law or of these Terms. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, which will not excuse your indemnity obligations under this Section.

10. THIRD PARTY WEBSITES OR SERVICE

Our Site may contain links to, or advertisements and content from, other websites, including those of third parties or business partners ("Linked Sites"). You acknowledge and agree that we have no responsibility for the information, content, products, services, advertising, code, or other materials which may or may not be provided by or through Linked Sites. The inclusion of any link to such sites or third party advertisements on our Service does not imply our endorsement or recommendation and we make no representations or warranties with respect to such sites or advertisements or their respective goods or services. Any reliance on third party sites and advertisements is done at your own risk.

11. DISCLAIMER OF WARRANTIES

WE PROVIDE THE SERVICE "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE" AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, SECURITY, AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED. WE DISCLAIM ANY AND ALL WARRANTIES OR CONDITIONS, EXPRESS, STATUTORY, AND IMPLIED, INCLUDING WITHOUT LIMITATION (i)

WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WORKMANLIKE EFFORT, ACCURACY, TITLE, AND NON-INFRINGEMENT, (ii) WARRANTIES OR CONDITIONS ARISING THROUGH COURSE OF DEALING OR USAGE OF TRADE, AND (iii) WARRANTIES OR CONDITIONS THAT ACCESS TO OR USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

12. LIMITATION OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT WE ARE ONLY WILLING TO PROVIDE YOU ACCESS TO THE SERVICES IF YOU AGREE TO CERTAIN LIMITATIONS OF OUR LIABILITY TO YOU AND TO THIRD PARTIES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, A. Joy Health LLC., OUR DIRECTORS, ADVISORS, OFFICERS, EMPLOYEES, AGENTS OR CONTENT OR SERVICE PROVIDERS (COLLECTIVELY, THE "PROTECTED ENTITIES") SHALL NOT BE LIABLE FOR (i) ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES WHATSOEVER, OR (ii) LOSS OF USE, DATA, BUSINESS, REVENUES, OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), ARISING OUT OF OR IN CONNECTION WITH THE SERVICES AND THESE TERMS, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

13. TERM AND TERMINATION

These Terms remain in full force and effect until they are terminated pursuant to the terms herein, however either party may terminate these Terms at any time without notice. Upon any termination or expiration, A. Joy Health LLC. will stop providing the Service to you.

14. INFORMATION

We do not warrant or guarantee the accuracy, completeness or timeliness of any information available via the Service. We do not authorize the use of information available via the Service for any purpose other than your personal use. You may not resell, redistribute or use this information for commercial purposes.

15. AVAILABILITY

Our goal is to provide a product with outstanding uptime and reliability. Planned downtime, intellectual property claims, and matters outside of our reasonable control are some of the circumstances that may lead to the Service being unavailable. Although we strive to operate without interruption, we do not guarantee that the Service will always be made available.

16. INFORMATION SECURITY

We have used commercially reasonable efforts to implement a variety of administrative, managerial, and technical security measures designed to protect your personal information from unauthorized use and disclosure. We cannot, however, guarantee security of the information contained in your User Account or otherwise collected by us and we cannot promise that such measures will prevent third-party “hackers” from illegally accessing the Service or its contents. We are not responsible or liable for any third-party access to or use of the information contained in your account or otherwise collected by us.

17. INTERNATIONAL VISITORS

We control and operate the Service from the United States of America. We do not represent that materials on the Service are appropriate or available for use in other locations. Persons who choose to access the Service from other locations do so

on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

18. INTELLECTUAL PROPERTY AND COPYRIGHT INFRINGEMENT

We respect the intellectual property rights of others and ask our users, advertisers, licensors, and service providers to do the same. If you believe that your intellectual property is accessible on our Site or App in a way that constitutes infringement, please contact us at testing@ajoyhealth.com. In accordance with the Digital Millennium Copyright Act, we have designated a Copyright Agent to receive notices of claims of copyright infringement on the Site or App. Our Copyright Agent may be reached at testing@ajoyhealth.com.

19. ELECTRONIC COMMUNICATIONS

The very nature of the Service provides communications by us and by electronic means (e.g., via email, text message). For purposes of forming a legally binding agreement, you consent to receive communications from us in an electronic form and agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any applicable legal requirements, including that these be made in writing. You acknowledge that there is inherent risk in use of the Internet and that the information transmitted through the Internet in general is not confidential. We cannot and do not guarantee the privacy or protection of any electronic communications through the Internet.

20. REMEDIES FOR BREACH

If we determine, in our sole discretion, that you have breached any portion of these Terms, or have otherwise demonstrated conduct inappropriate for the Site or App, we reserve the right to: (i) remove your name and information from our notification lists; (ii) notify and/or fully cooperate with the proper law enforcement authorities

for further action; (iii) discontinue your ability to use the Service; and/or (iv) any other action which we deem to be appropriate.

If your ability to access the Services is discontinued by us due to your violation of any portion of the Terms or for conduct otherwise inappropriate, in our sole discretion, then you agree that you shall not attempt to re-register with or access the Services and/or any other product, content, or service provided by us, through use of a different name or otherwise.

The remedies contained in the Terms are not the exclusive remedies for your breach but will be in addition to all other remedies available to us by law or in equity.

21. OTHER TERMS

21.1 Assignment. You may not assign or otherwise transfer any rights, or delegate or otherwise transfer any of your obligations or performance, under these Terms, in each case whether voluntary, involuntary, by operation of law, or otherwise, without our prior written consent. Any purported assignment, delegation, or transfer in violation of this section is void. A. Joy Health LLC. may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without your consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

21.2 Entire Agreement. These Terms constitute the complete and entire agreement between you and A. Joy Health LLC. concerning its subject matter and supersedes all prior agreements and representations between the parties.

21.3 Interpretation. The use of the terms “includes,” “including,” “such as,” and similar terms, will be deemed not to limit what else may be included. The headings in these Terms are for reference only and do not affect the interpretation of these Terms.

21.4 No Waiver. A party's failure to delay or enforce a provision under these Terms is not a waiver of its right to do so later.

21.5 Severability. If any provision of this Agreement is held to be unenforceable for any reason, such provision will be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

21.6 Governing Law and Jurisdiction. This Agreement is governed by and construed under the laws of the State of California without reference to its conflict of law principles. In the event of any conflicts between foreign law, rules, and regulations, and California law, rules, and regulations; California law, rules, and regulations will prevail and govern. Each party agrees to submit to the exclusive and personal jurisdiction of the courts located in California. All parties to these terms and conditions waive their respective rights to a trial by jury.

22. CONTACT US

If you have any questions concerning these Terms, please contact us at testing@ajoyhealth.com.