

ANUVI
Terms of Service
Last Updated and Effective as of: August 31, 2022

Welcome to <https://anuvi.io/> (the “Service”). This Service is maintained and operated by Anuvi, Inc. (“Company”, “we”, “our” or “us”).

Your access and use of the Service is subject to the following terms of service (the “Terms of Service”) and all applicable laws. By accessing or using any part of the Service, you accept, without limitation or qualification, these Terms of Service. If you do not agree with all of these Terms of Service, you may not use any portion of the Service.

NOTICE REGARDING DISPUTE RESOLUTION: THESE TERMS OF SERVICE CONTAIN TERMS THAT GOVERN HOW CLAIMS BETWEEN YOU AND US RELATING TO YOUR USE OF THE SERVICE WILL BE RESOLVED. SECTION 18 CONTAINS AN ARBITRATION AGREEMENT AND WAIVER OF CLASS ACTION WHICH STATES THAT WE MUST ARBITRATE INSTEAD OF GOING TO A COURT BEFORE A JUDGE AND JURY AND THAT ALL SUCH ARBITRATION CLAIMS MUST BE BROUGHT IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS REPRESENTATIVE OR MEMBER OR OTHERWISE ON BEHALF OF OTHERS IN ANY PURPORTED CLASS, COLLECTIVE OR REPRESENTATIVE PROCEEDING.

 **ACCESSIBILITY** -- IF YOU ARE HAVING ANY TROUBLE ACCESSING THE SERVICE OR ANY ASSOCIATED WEBSITES, PLEASE CONTACT US TOLL FREE AT Phone: 720-594-39611 Monday-Friday 10am - 5pm MT, OR VIA EMAIL AT help@anuvi.io.

1. **Overview:** These Terms of Service apply to individual end users of the Service. Corporate users, employers and health insurance providers are subject to separate agreements with the Company.
2. **Authorized Use of Service:** This Service is provided for your personal and non-commercial use. Any other use of the Service requires the prior written consent of Company.
3. **Health Insurance Providers.** Insurance products are provided by third party health insurance providers over whom the Company has no control. In no event will we be liable for any act or omission of a provider, regardless of the fact that their products or services were purchased through our Service.
4. **No Medical Advice:** The information contained in or made available through this Service cannot replace or be a substitute for the services of trained medical, healthcare, insurance or finance professionals. In particular, you should regularly consult a doctor in all matters relating to physical or mental health, particularly concerning any symptoms that may require diagnosis or medical attention. You should also consult with a financial advisor. We and our licensors or suppliers make no representations or warranties concerning any treatment, coverage, action, or application of medication or preparation by any person following the information offered or provided within or through the Service.
5. **Unauthorized Use of Service:** You may not use spiders, robots, data mining techniques or other automated devices or programs to catalog, download or otherwise reproduce, store or distribute content available on the Service. Further, you may not use any such automated means to

manipulate the Service, such as automating what are otherwise manual or one-off procedures. You may not take any action to interfere with, or disrupt, the Service or any other user's use of the Service, including, without limitation, via means of overloading, "flooding", "mailbombing" or "crashing" the Service, circumventing security or user authentication measures or attempting to exceed the limited authorization and access granted to you under these Terms of Service. You may not frame portions of the Service within another website or application. You may not resell use of, or access to, the Service to any third party without our prior written consent.

6. **Registration and Passwords:** In order to access certain services on the Service, you may be required to provide specific information. All information about you must be truthful, and you may not use any aliases or other means to mask your true identity. Any access codes or passwords provided should be safeguarded at all times. You are responsible for the security of your access codes and passwords and will be solely liable for any use or unauthorized use under such access codes or passwords. We may suspend or terminate your access at any time with or without notice. To understand how we use information collected from you, please read our [Privacy Policy](#).
7. **Placing an Order; Billing.**
 - a. *Pricing.* The prices charged by the Service will be those in effect on the date of your order. You agree to pay Company for all charges at the prices then in effect for services selected, and you authorize Company or its designated payment processor to charge your payment provider for any such purchases. All payments are to be made in United States Dollars. Posted prices do not include sales tax, which will be charged to you when applicable.
 - b. *General Ordering and Billing Conditions.* You agree to accept responsibility for all purchases and other activities that occur under your name and/or account. It also is your responsibility to ascertain and obey all applicable local, state, federal and international laws in regard to the purchases through the Service. Only major credit cards are eligible for billing and Company reserves the right to reject debit cards, gift cards, pre-loaded cards or similar billing devices.
8. **Product Descriptions and Availability:** The inclusion of any products or services on the Service does not imply or warrant that these items will be available at any particular time or that the listed attributes are accurate or complete. These products and services are provided by third parties and the Company relies upon their information, which may be changed at any time. Company may revise, discontinue or modify services at any time without prior notice to customers, and services may become unavailable without notice.
9. **Corrections:** We attempt to be as accurate as possible and eliminate errors on the Service, however, we do not warrant that any description, photograph, pricing or other information is accurate, complete, reliable, current, or error-free. In the event of an error, whether on the Service, in an order confirmation, in processing an order, delivering a service or otherwise, we reserve the right to correct such error and otherwise change or update the information on the Service at any time without notice.
10. **Proprietary Rights:** Company is the owner of or otherwise licensed to use all parts of the Service, including all copy, software, graphics, designs and all copyrights, trademarks, service marks, trade names, logos, and other intellectual property or proprietary rights contained therein. Some materials on the Service belong to third parties who have authorized Company to display the materials, such as portfolio works, client logos and trademarks and other proprietary materials. By using the Service, you agree not to copy, distribute, modify or make derivative works of any materials without the prior written consent of the owner of such materials. **Except**

as expressly set forth in these Terms of Service, no license is granted to you and no rights are conveyed by virtue of accessing or using the Service. All rights not granted under these Terms of Service are reserved by Company.

11. **Links; Third Party Transactions:** This Service may contain links to other websites or applications not maintained by Company. Other websites or apps may also reference or link to our Service. We encourage you to be aware when you leave our Service and to read the terms and conditions and privacy statements of each and every website or app that you visit. We are not responsible for the practices or the content of such other websites or apps. Through your use of the Service, you may have the opportunity to engage in commercial or other transactions with other users, vendors and other third parties. You acknowledge that all transactions relating to any products or services offered by any third party, including but not limited to the purchase terms, payment terms, coverage and limitations relating to such transactions, are agreed to solely between the third party and you, and that you will look solely to such third party to enforce any of your rights. In the event of any problem with the products or services that you have purchased from a third party you agree that you will address such issues with the third party but all limitations of liability and other rights of Company shall apply nonetheless.
12. **No Warranties:** WHILE COMPANY USES REASONABLE EFFORTS TO INCLUDE UP-TO-DATE INFORMATION ON THE SERVICE, COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS AS TO ITS ACCURACY OR COMPLETENESS. COMPANY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT ON THE APP. YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. THE SERVICE, INCLUDING ALL CONTENT MADE AVAILABLE ON OR ACCESSED THROUGH THE SERVICE, IS PROVIDED "AS IS" AND COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT ON THE SERVICE. FURTHER, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, COMPANY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICE OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. COMPANY SHALL NOT BE LIABLE FOR THE USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN. IN NO EVENT WILL COMPANY BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOST PROFITS, LOST DATA, LOST OPPORTUNITIES, COSTS OF COVER, EXEMPLARY, PUNITIVE, PERSONAL INJURY/WRONGFUL DEATH, SPECIAL, INCIDENTAL, INDIRECT OR OTHER CONSEQUENTIAL DAMAGES.

IN NO EVENT WITH THE COMPANY BE LIABLE TO YOU FOR DIRECT DAMAGES IN EXCESS OF THE FEES PAID BY YOU AND RETAINED BY THE COMPANY AS ITS FEE DURING THE PRIOR TWELVE (12) MONTHS.

SUCH DAMAGES ARE EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

If any part of these warranty disclaimers or limitations of liability is found to be invalid or unenforceable for any reason or if we are otherwise found to be liable to you in any manner, then our aggregate liability for all claims under such circumstances for liabilities, shall not exceed the amount paid by you, if any, for accessing this Service.

13. **Waiver By California Residents:** IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."
14. **Changes:** All information posted on the Service is subject to change without notice. In addition, these Terms of Service may be changed at any time without prior notice. We will make such changes by posting them on the Service. You should check the Service for such changes frequently. Your continued access of the Service after such changes conclusively demonstrates your acceptance of those changes.
15. **Indemnification:** You agree to indemnify, defend and hold harmless Company, its employees, directors, officers, agents, business partners, affiliates, contractors, distribution partners and representatives from and against any and all claims, demands, liabilities, costs or expenses, including attorney's fees and costs, arising from, or related to, any breach by you of any of these Terms of Service or applicable law.
16. **Severability.** If any part of these Terms of Service shall be held or declared to be invalid or unenforceable for any reason by any court of competent jurisdiction, such provision shall be ineffective but shall not affect any other part of these Terms of Service, and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.
17. **Waiver; Remedies:** The failure of Company to partially or fully exercise any rights or the waiver of Company of any breach of these Terms of Service by you shall not prevent a subsequent exercise of such right by Company or be deemed a waiver by Company of any subsequent breach by you of the same or any other term of these Terms of Service. The rights and remedies of Company under these Terms of Service and any other applicable agreement between you and Company shall be cumulative, and the exercise of any such right or remedy shall not limit Company's right to exercise any other right or remedy.
18. **Governing Law; Dispute Resolution; Class Action Waiver.** The laws of the State of Colorado shall govern these Terms of Service. While we will make reasonable efforts to resolve any disagreements you may have with Company, if these efforts fail you agree that all claims, disputes or controversies against Company arising out of these Terms of Service, or the purchase of any products or services ("Claims") shall be exclusively submitted to binding arbitration (except for matters that may be taken to small claims court), no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third- party claims, interpleaders or otherwise; and Claims made independently or with other claims. The party filing arbitration must submit Claims to the American Arbitration

Association and follow its rules and procedures for initiating and pursuing arbitration. Any arbitration hearing that you attend will be held at a place chosen by the American Arbitration Association in the same city as the U.S. District Court closest to your then current residential address, or at some other place to which you and Company agree in writing, and the arbitrator shall apply Colorado law consistent with the Federal Arbitration Act. You may obtain copies of the current rules, and forms and instructions for initiating arbitration by contacting the American Arbitration Association at using the contact information noted below.

American Arbitration Association
Service: www.adr.org

A single, neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least ten (10) years' experience or a retired or former judge, selected in accordance with the rules of the American Arbitration Association. The arbitration will follow the procedures and rules of the American Arbitration Association which are in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with these Terms of Service, in which case these Terms of Service will prevail. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect your customer account information and other confidential information if requested to do so by you or us. Each party to the arbitration will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines. The arbitrator's award is final and binding on the parties.

We will not choose to arbitrate any Claim you bring in small claims court. However, if such a Claim is determined by the court to be outside its jurisdiction, the parties agree that the dispute shall then be submitted to arbitration.

Class Action Waiver: YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND COMPANY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND. CLAIMS AND REMEDIES SOUGHT AS PART OF A CLASS ACTION, PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE ACTION ARE SUBJECT TO ARBITRATION ONLY ON AN INDIVIDUAL (NON-CLASS, NON-REPRESENTATIVE) BASIS, AND THE ARBITRATOR MAY AWARD RELIEF ONLY ON AN INDIVIDUAL (NON-CLASS, NON-REPRESENTATIVE) BASIS.

Time Bar: ANY CLAIM YOU HAVE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE DATE OF THE CLAIM.

19. **Questions:** Should you have any questions regarding these Terms of Service you may contact us at:
- a. Email: help@anuvi.io (**recommended**)
 - b. Phone: 720-594-3961 Monday-Friday 10am - 5pm MT
 - c. Mail: Anuvi, P.O. Box 181115, Denver, CO 80218