

Preventia End User License Agreement Preventia Application

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- a. Your use of the Application is conditioned upon your prior acceptance of the terms outlined in this EULA;
 - b. Your use of the Application is conditioned upon being granted permission from Preventia to download and access the Application;
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3. **RESERVATION OF RIGHTS.** You acknowledge and agree that the Application is provided under license, and not sold, to you. You do not acquire any ownership interest in the Application under this EULA, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this EULA. Preventia and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the Application, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this EULA.
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 - d. Collect or store personally identifying information, financial information about an individual, or health data; or
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7. **THIRD-PARTY MATERIALS.** The Application may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services, including through third-party advertising (“**Third-Party Materials**”). You acknowledge and agree that Preventia is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Preventia does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.
8. **PREVENTIA IS NOT RESPONSIBLE FOR ANY PROVIDER.** The services available through the Application are provided by Providers (as defined below) consisting of mental health providers, lifestyle providers (e.g. dieticians), and lifestyle coaches and Preventia does not evaluate or validate the education, licensing or other applicable legal requirements relevant to any Provider and Preventia expressly disclaims any obligation to do any of the foregoing. You should consult with your own medical professionals for your medical care and advise them as to the wellness services you are receiving through the Application. You acknowledge and agree that neither Preventia nor any of the Providers (as defined below) available through the Application are permitted to provide any medical care. As used herein, “**Provider**” means any mental health providers as well as any lifestyle providers (e.g. dieticians), fitness trainers, lifestyle coaches and food and nutritional product providers available through the Application. **PREVENTIA EXPRESSLY DISCLAIMS ANY WARRANTY RELATING TO ANY PRODUCT OR SERVICE PROVIDED BY OR FAILED TO HAVE BEEN PROVIDED BY ANY PROVIDER.**
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IF YOU ARE IN THE UNITED STATES AND THINK YOU ARE HAVING A MEDICAL OR HEALTH EMERGENCY, CALL YOUR HEALTH CARE PROFESSIONAL, OR 911, IMMEDIATELY.

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THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR PREVENTIA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

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14. **APPLE AND GOOGLE ARE THIRD PARTY BENEFICIARIES.** You and Preventia both acknowledge that Apple, Google, and their subsidiaries are third party beneficiaries of this EULA and that they have the right to enforce this EULA against you.
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16. **MAINTENANCE AND SUPPORT; NOTICES.** None of Preventia, Apple, nor Google has any obligation whatsoever to furnish any maintenance and support services with respect to the Application. If you have a question, complaint, or claim with respect to the Application, you should address the same to:

Preventia, Inc
1291 Eagle Valley Dr.
Greenwood, Indiana 46143
Email: support@preventiagroup.com

17. **SUBMISSIONS.** You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Application, provided by you to Preventia shall become Preventia's sole property and that you are giving that information, and all your rights in it, to Preventia free of charge ("**Submissions**"). This is true whether you submit such information to Preventia by e-mail, through a form on the Application or in any other manner. You hereby assign to Preventia, and Preventia shall own exclusively, all rights to the Submissions, including all intellectual property rights thereto, and Preventia shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

18. **CONFIDENTIALITY.** The content of the reports that may be generated through the Application, and any data collected and uploaded through the Application is the confidential information Preventia. You agree to treat this material confidentially, and to not use it for any unauthorized purpose, nor to disclose it to any third parties, unless expressly directed by Preventia in writing.
19. **LEGAL COMPLIANCE AND EXPORT REGULATION.** You are using the Application on your own initiative and you are responsible for compliance with all applicable laws. You acknowledge, represent, and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties. Preventia does not represent that the Application is appropriate or available for use in all countries. Preventia prohibits accessing materials from countries or states where contents are illegal. The Application may be subject to United States export control laws, including the Export Control Reform Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Application to, or make the Application accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Application available outside the United States.
20. **DISPUTES WITH PREVENTIA. YOU AGREE THAT THE SOLE AND EXCLUSIVE FORUM AND REMEDY FOR ANY AND ALL DISPUTES AND CLAIMS RELATING IN ANY WAY TO OR ARISING OUT OF THIS EULA, THE APPLICATION, APPLICATION CONTENT AND SHALL BE FINAL AND BINDING ARBITRATION,** except that, to the extent that either you have in any manner infringed upon or violated or threatened to infringe upon or violate the other party’s patent, copyright, trademark or trade secret rights, or you have otherwise violated any of the user conduct rules set forth in Section 4 above, then the parties acknowledge that arbitration is not an adequate remedy at law and that injunctive or other appropriate relief may be sought before, during or after the pendency of any arbitration proceeding brought pursuant to this EULA, or in lieu of such proceedings. Arbitration under this EULA shall be conducted by the American Arbitration Association (the “**AAA**”) under its Commercial Arbitration Rules and, (the “**AAA Rules**”). The location of the arbitration and the allocation of costs and fees for such arbitration shall be determined in accordance with such AAA Rules and shall be subject to the limitations provided for in the AAA Consumer Rules (for consumer disputes) and in this EULA. In rendering a decision, the arbiter shall follow the law of the United States and of the State of Indiana, and shall not use equitable or other principles which would permit the arbiter to ignore this EULA or the law. The arbiter’s award shall be binding and may be entered as a judgment in any court of competent jurisdiction, provided, however, that errors of law may be appealed to a court of competent jurisdiction for review. Any award in arbitration shall be subject to all dollar and other limitations set forth in this EULA. In no event shall any claim, action or proceeding by you related in any way to this EULA or the Application (including your visit to or use of the Application) be instituted more than one (1) year after the cause of action arose.
21. **AMENDMENTS AND WAIVERS.** No supplement, modification, or amendment of any provision of this EULA shall be binding on Preventia unless executed in writing by Preventia.

No waiver of any provision of this EULA shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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23. **CHOICE OF LAW.** This EULA and the rights and obligations of the parties hereto shall be construed in accordance with the laws of the State of Indiana, without giving effect to the choice of law provisions thereof. This EULA will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.
24. **GENERAL.** You must follow all of the Usage Rules set forth for Licensed Applications in the Application Store Terms of Service as of the Effective Date. You have had an opportunity to review the Application Store Terms of Service. Preventia and you acknowledge that Preventia, not Apple nor Google, is responsible for addressing any claims by you or any third party relating to the Application, including but not limited to: (i) product liability claims, and (ii) claims arising under consumer protection or similar legislation. Preventia's liability is limited to the fullest extent allowable by applicable law.
25. **ENTIRE AGREEMENT; LANGUAGE.** This EULA constitutes the entire agreement between you and Preventia with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties, written or oral. Preventia may amend this EULA at any time and at its sole discretion. Updated versions of this EULA may be viewed at the Application page on the Application Store. Preventia may at any time, in its sole discretion, revise the terms of this EULA by updating them on the Preventia web site's legal page ("**Legal Page**"). You are bound by any such revisions and should therefore periodically visit the Legal Page to review the current EULA. Any translation of this EULA is done for local requirements and in the event of a dispute between the English and any non-English version, the English version of this EULA shall govern. The parties hereby confirm that they have requested that this EULA and all related documents be drafted in English.

26. ACKNOWLEDGMENT. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS EULA, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

Preventia, Inc

By: Brian Schroeder, CEO

Printed: Brian Schroeder, CEO

Date: [Date]

[licensee/company/client]

By: _____

Printed: _____

Date: [Date]

Original Version - May 29, 2024