

Terms of Use - OGMY

Updated on November 2nd, 2024.

Before using our Services, creating an account and/or profile and submitting personal information, you must carefully read and agree to these Terms of Use (the "Terms of Use" or the "TOU" or the "Terms" or the "Agreement"). These Terms explain who we are, how we offer and/or sell our Services and Content to you, how you can cancel the Agreement and what you can do if you have a problem. By accessing or using the Services, you acknowledge and declare that you have read, understood and agreed to these TOU in their entirety.

By accessing or using the Services, you also acknowledge that you have read, understood and agreed to our collection, storage and use of your personal information as described in these TOU and in our Privacy Policy (the "Privacy Policy"), available at <https://ogmy.life/privacy-policy>. These TOU apply in conjunction with our Privacy Policy.

You can access the PDF version of these TOU and download or print them for permanent retention.

Definitions

"OGMY" and/or "We" and/or "Us" and/or "Our" and/or "Company" means OGMY SASU, a company incorporated in France with its registered office at 10 rue de la Paix 75002 Paris France.

"Service" or "Services" and/or "Content" or "Contents" and/or "Websites" or "Website" and/or "Product" or "Products" and/or "Software" or "Our Software" or means all content, products, software, services and Website of OGMY, including the domains www.ogmy.life, www.ogmy.org, www.ogmy.co, www.ogmy.live, www.ogmy.ai, www.insights-ogmy.life and/or any related sub-domains, (including but not limited to text, graphics, images, templates and any other content and information) that are accessed by the User from time to time. OGMY's Services include, but are not limited to:

"User" or "Users" and/or "Customer" or "Customers" and/or "Visitor" or "Visitors" and/or "You" and/or "Your" means a natural person who is registered by having created an account with OGMY to use and/or purchase the Services and/or Products and/or Content.

"OGMY User Account" or "User Account" or "OGMY Account" means the account created free of charge by the user after providing certain personal information and then accepting the TOU and the Privacy Policy. The OGMY user account is considered essential for the access and use of certain sections and functionalities of our Services, Products, Contents and Website.

When we refer to "Personal Information" and/or "Personal Data", we use these general terms to refer to the different categories of data we describe in this section that personally identify or relate to you. Your Personal Information are all information about a single person, such as phone number, name, personality, traits or characteristics.

Here are the types of personal information we collect:

"Registration Information" is the information you provide about yourself when creating and securing your user account and/or purchasing our Services (for example, email address, phone number, user password, payment information and/or billing address).

"Profile Information" is the information you provide about yourself when you create your user profile in order to access the Services for processing personal data (including but not limited to gender, age, nationality, education, work experience, industry, personality traits and personal values).

"Self-Reported Information" is information you provide to us through the Services when you fill out and/or submit information in response to our Forms. This information includes, but is not limited to, your preferences, lifestyle, personal characteristics and/or locations and any other information you enter into our Forms when you are logged into your OGMY user account.

"Alignment Information" is information about the analysis of your situation (e.g. "General Alignment Score", "Mental Alignment Score", "Physical Alignment Score", "Social Alignment Score", "Financial Alignment Score"). Alignment Information includes all analyses and/or "Observations" (also known as "Insights" and/or "Scores") presented within the Personalized Analyses to users as part of our Services. These are generated and provided by OGMY as part of our Services and/or Products and/or Content and/or Websites.

"Web Behavior Information" is information about how you use our Website and its subdomains (including but not limited to the type of browser and/or device used, pages and/or domains viewed) collected through log files, cookies and web beacon technology.

"Other User Generated Content" or "Other User Generated Contents" and/or "Non-OGMY Content" or "Non-OGMY Contents" means all information, data, text, including messages or emails, software, music, sound, photographs, graphics, video, messages or other materials - other than registration information, profile information, self-reported information, alignment information and web behavior information - generated by users of the Services and transmitted, publicly or privately, to or through OGMY, including but not limited to email exchanges, text messages, calls and forms made available for recruitment.

"Sensitive Information" are defined by the French CNIL (Commission Nationale Informations et Libertés) as user data revealing the alleged racial or ethnic origin, political opinions, religious or philosophical beliefs or trade union membership, as well as the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning the sexual life or sexual orientation of a natural person. The collection of such data is subject to an additional request for express consent from the user before accessing Forms that may collect it.

"De-identified Information" means all information collected about users but stripped of registration information (including, but not limited to, your email and/or phone number and/or first name and/or last name) so that you cannot reasonably be identified as an individual. It is no longer personally identifiable information or personal information when processed.

"Aggregate Information" is different from Personal Information. It is not personal information because it does not contain information about a specific individual and cannot be reasonably linked to that individual. It provides information about a group of people by describing the group as a whole, such that no specific individual can be reasonably identified. For example, the number of OGMY users with a specific personality trait or value is aggregate information.

"Personalized Analyses" or "Personalized Analysis" and/or "Personalized Reports" or "Personalized Report" and/or "Projections" or "Projection" and/or "Decision Analyses" or "Decision Analysis" and/or "Insights" or "Insight" and/or "Personalized insights" or "Personalized insight" refers to subjective, approximate and/or potentially inaccurate data, interpretations and observations presented in the form of individual reports. They are generated from personal information provided by the User to OGMY, non-personal information obtained by OGMY and hypotheses and/or theories and/or research, including but not limited to social sciences, cognitive sciences, behavioral sciences, psychology and/or statistics as subjectively and approximately assimilated, codified and modeled by OGMY. They are created, designed, produced, shared, published, produced and marketed by OGMY for information purposes only. The information contained in the Personalized Analyses may be inaccurate. OGMY is not responsible for any inaccurate or irrelevant information displayed on the Personalized Analyses.

"Forms" or "Form" and/or "Decision Experiences" or "Decision Experiences" refer to interactive thematic questionnaires that users can complete through our Services and/or Website. The Forms are constructed from hypotheses and/or theories and/or research, including but not limited to social sciences, cognitive sciences, behavioral sciences, and/or psychology, as subjectively and approximately assimilated and modeled by OGMY. They are created, designed, created, shared, published, produced and marketed by OGMY for informational purposes only. Personal information of users is collected in accordance with the provisions of our Privacy Policy. The information contained in the Decision Experiments may be inaccurate. OGMY is not responsible for any inaccurate or irrelevant information posted on the Forms.

"Non-Personal Information" is information that is not related to your user account but collected from third parties (including but not limited to local weather, local and/or national holidays and celebrations, COVID-19 pandemic measures). This information can be obtained free of charge (in particular via open data) or for a fee by OGMY. It is used to enrich and contextualize your Personalized Analyses.

"Our intellectual property" or "OGMY's intellectual property" means the legal rights, title and interest in and to the Services and/or Products and/or Website, including all related Content and any derivative works or enhancements thereof (including, but not limited to, all text, illustrations, files, images, software, scripts, graphics, photos, sounds, music, videos, information, content, materials, products, services, URLs, technologies, statistical models, documentation, service marks, trade names and trade designs or dress and interactive features), and all intellectual property rights (including, but not limited to, copyrights, designs, secrets, trademarks, patents) subsisting in the Services, whether or not such rights are registered, and wherever in the world such rights may exist.

"Personnel" means persons who are directly employed by OGMY or who are under contract with OGMY to provide a Service.

"Product Development" and/or "Research and Development" and/or "R&D" means research conducted for the purpose of designing, developing, producing, promoting, publishing and marketing new content, products and/or services. These terms also refer to the activities of development, production, promotion, publication and commercialization of new Contents and/or Products and/or Services carried out by OGMY on de-identified information.

These activities may include, among others:

- improving our Services and/or offering new content, products and/or services to you;
- performing quality control activities;
- performing data analysis.

Information about the Services - Legal Notice

This Website and/or the Services and/or the Contents and/or the Products, including any related mobile application and all offers and sales of Services through the Website, are owned and operated by OGMY SASU. OGMY SASU is a company incorporated in France and our registered office is located at 10 rue de la Paix 75002 Paris, France. This website is published by OGMY SASU (10 rue de la Paix 75002 Paris France). The director of the publication is Noé Fagnoni. You can contact us by e-mail (legal@ogmy.life) or by mail OGMY SASU, 10 rue de la Paix 75002 Paris, France. This website (www.ogmy.life) is hosted by wix.com. Other sub-domains of our Website and/or Services may be hosted by cloud.google.com, aws.amazon.com, or netlify.com.

Acceptance of Terms

Your use of the Services (excluding services provided by OGMY under a separate agreement) is subject to the terms of the legal agreement between you and OGMY set forth in these TOU. Except as otherwise set forth herein, the TOU apply to all use of the Services, including, but not limited to:

- accessing our Website;
- creating an OGMY user account;
- providing personal information;
- processing personal data collected by OGMY;
- viewing and interacting with a digital version of Personalized Analysis generated and made available by OGMY based on your personal information on our Website.

In order to use the Services, you must first agree to the TOU and the Privacy Policy. You may not use the Services if you do not agree to the TOU and Privacy Policy. You may accept the TOU by clicking to accept or agree to the TOU, where this option is made available to you by OGMY for any Service, by creating an OGMY user account, or by actually using the Services, including but not limited to providing any personal profile information or self-reporting. In this case, you acknowledge and agree that OGMY considers your use of the Services as acceptance of the TOU from that point on. In addition, when using particular Services, you are subject to any guidelines or rules applicable to those Services that may be published from time to time. All such guidelines or rules are hereby incorporated by reference into the TOU. OGMY may also offer other Services governed by different terms of service, which will be made available to you prior to confirming your transaction.

Prerequisites

You may not use the Services and may not accept the TOU if:

- you are not eighteen (18) years of age or older;
- you are not of legal age of majority in your country to form a binding contract with OGMY;
- you are under any form of legal disability;
- you are a person barred from receiving the Services under the laws of the jurisdiction in which you reside or from which you use the Services;
- you are, unless authorized by OGMY, using the Services for business or commercial purposes, or for any purpose other than personal use.

In addition to the above, if you are contributing or otherwise providing your own personal information, you must be eighteen (18) years of age or older, or at least the age of majority in

the jurisdiction in which you are located, to agree to these TOU on your own behalf or on behalf of persons for whom you have legal authority to agree.

We currently provide our Services over the Internet. If you are a user or customer of our Services or Products located outside of France and/or provide personal information, you confirm that this act is not subject to any prohibition or restriction on export and/or use in the country in which you reside.

Description of the Services

You must carefully read the description of the Services and/or the Contents and/or the Products before submitting a personal data processing request and/or placing an order.

The description of the Services and/or the Contents and/or the Products presents the essential characteristics of the Services and/or the Contents and/or the Products, in accordance with Article L. 111-1 of the French Consumer Code. These descriptions are designed to provide you with the most complete information possible on these characteristics, without being exhaustive. The photographs, drawings and descriptions of the Services and/or the Content and/or the Products are provided for information purposes only and are not binding on us. We invite you to refer to the information and instructions for use that appear on the Website. We cannot be held responsible for any damage resulting from non-compliance with these instructions for use of the Services and/or the Content and/or the Products provided on our Website.

The Services are accessible and made available on our Website, at the internet address <https://ogmy.life>. The Services include:

- access to the public Website OGMY and its other sub-domains made public;
- submission by the user of Forms as a request for the processing of personal information;
- processing of personal information collected through our Website;
- providing access to personalized Analyses for the user ;

"Forms" or "Form" and/or "Decision Experiences" or "Decision Experiences" refer to interactive thematic questionnaires that users can complete through our Services and/or Website. The Forms are constructed from hypotheses and/or theories and/or research, including but not limited to social sciences, cognitive sciences, behavioral sciences, and/or psychology, as subjectively and approximately assimilated and modeled by OGMY. They are created, designed, created, shared, published, produced and marketed by OGMY for informational purposes only. The personal information of the users is collected in accordance with the provisions of our Privacy Policy. The information contained in the Forms may be inaccurate. OGMY is not responsible for any inaccurate or irrelevant information posted on the Forms.

"Personalized Analysis" or "Personalized Analysis" and/or "Personalized Reports" or "Personalized Report" and/or "Projections" or "Projection" and/or "Decision Analyses" or "Decision Analysis" and/or "Insights" or "Insight" refers to subjective, approximate and/or potentially inaccurate data, analysis, interpretation and observations presented in individual reports. They aggregate and present alignment information to users. The information contained in Personalized Analyses may be inaccurate. They are created, designed, produced, shared, published, produced and marketed by OGMY for informational purposes only. OGMY is not responsible for any inaccurate or irrelevant information displayed on the Personalized Analyses. They are generated from personal information provided by the user to OGMY through our Website, non-personal information, and hypotheses and/or theories and/or research, including but not limited to social sciences, cognitive sciences, behavioral sciences, psychology and/or

statistics as subjectively and approximately assimilated, codified and modeled by OGMY. The Analysis is generated after the user submits his or her answers to a Form, specifically by clicking on the "Send" button. The user will receive instant access to a "Light Decision Analysis" and/or "Light Insights" and/or "Lite Decision Analysis" or "Lite Insights" and/or "Free Decision analysis" or "Free Insights" containing an approximation of the "General Alignment Score" of the user for a specific Form. This Insight is solely derived from the answer given by the user to the last item of the respective form ("What's your intuition now?"). Each user is entitled to one (1) "Complete Decision Analysis" or "Complete Insights" and/or "Full Decision Analysis" or "Full Insights" within a seventy-two (72)-hour period. Users need to click on the icons of the social media apps displayed on the Invite page to submit a request to OGMY for the processing of personal information and generation of a Full Decision Analysis based on the information provided by the user. The user who click on one of these icons will be registered in the specific queue of all the users who have requested Personalized Insights. If a user submits additional requests for a full Decision Analysis, these requests will be queued and processed in the order they are received, if and when capacity allows. OGMY does not guarantee any specific timeframe to deliver the Decision Analysis. OGMY reserves the right to postpone and/or indefinitely delay the processing and/or delivery of Decision Analyses at any time, without justification. Insights and Scores may vary between the Light and the Full versions of the same Decision Analysis, mostly because the Full version of a Decision Analysis takes more variables, or Information submitted by the user, into consideration.

The user will have access to a unique link on the Insights page, directing to his or her Personalized Analysis when it is available for viewing. The unique link URL is constructed according to the following pattern: the unique identifier of a full Decision Analysis in 5 numbers ("Unique Decision ID ») followed by the domain dedicated to Decision Analyses ".insights-ogmy.life". OGMY does not assume any responsibility for the failure to receive a Personalized Analysis due to an error made by the user in the information provided during the registration and/or form filling process. However, if you have not yet received anything seventy-two (72) hours after submitting the Form concerned, we invite you to write to us at: care@ogmy.life so that a member of the OGMY team can deal with your request as soon as possible. Personalized Analyses remain accessible on our servers through the unique link provided for a period of six (6) days after they are initially sent to the user concerned. If the link is lost, the user can request the link again within six (6) days of the initial processing request by sending an email to care@ogmy.life. It is then essential to send the email from the address used to create the relevant user account together with the name of the desired Decision Experience and, if possible, the unique identifier of the relevant Personalized Analysis.

Unless explicitly stated otherwise, each new feature that augments or enhances the current Service is subject to the TOU. You acknowledge and agree that the Services are provided "AS IS" and are based on the current state of research and technology used by OGMY at the time of purchase, viewing or other use. As research progresses and scientific knowledge and technology evolves, OGMY is constantly innovating to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Content, Services and Products provided by OGMY may change from time to time without notice. As part of this ongoing innovation, you acknowledge and agree that OGMY may cease (permanently or temporarily) to provide certain Services (or any functionality of the Services) to you or users generally, in OGMY's sole discretion, without notice. You may discontinue using the Services at any time. You do not need to specifically inform OGMY when you stop using the Services. In order to use the Services, you must obtain access to the Internet, either directly or through devices that access web content, and pay the service fees associated with such access. You are solely responsible for paying such fees. In addition, you must provide all equipment necessary to establish such Internet connection, including a computer and modem, or a smartphone with an Internet connection, or other access device. You are solely responsible for providing such equipment. You acknowledge and agree that, although OGMY has not currently

set a fixed upper limit on the number of transmissions you may send or receive through the Services or the amount of storage space used in providing any Service, such fixed upper limits may be set by OGMY at any time, at OGMY's discretion.

You acknowledge and agree that the information contained in our Services, Content, Website and Products, especially in the Personalized Analyses (or "Decision Analyses") and Forms (or "Decision Experiments") may be inaccurate, imprecise or irrelevant. You acknowledge and agree that the information contained in our Services, Content, Website and Products, particularly in the Personalized Analyses (or "Decision Analyses") and Forms (or "Decision Experiences") is for informational purposes only. You acknowledge and agree that the information contained in our Services, Contents, Website and Products, especially in the Personalized Analyses (or "Decision Analyses") and Forms (or "Decision Experiences") can in no way constitute any advice or recommendation for a specific course of action, product, service, diagnosis, treatment or decision. You acknowledge and agree that the information contained in our Services, Contents, Website and Products, especially in the Personalized Analyses (or "Decision Analyses") and Forms (or "Decision Experiences") can in no way constitute a medical, clinical, psychological, nutritional, dietary, legal, accounting, economic, financial, investment or tax advice. You acknowledge and agree that OGMY cannot be responsible for inaccurate or irrelevant information presented in our Services, Content, Website and Products, especially in the Personalized Analyses (or "Decision Analyses") and Forms (or "Decision Experiences"). You acknowledge and agree that OGMY assumes no liability for the use of the Services outside the terms of these TOU or other applicable terms.

Risks and Considerations regarding OGMY Services (Disclaimers)

Be sure to read this section carefully to understand the specific risks and considerations regarding our Services and/or Content and/or Products. By accessing the Services, you

acknowledge and declare that you have read, understand and agreed to the following in its entirety:

Once you have obtained your Personalized Analyses, this knowledge is irrevocable. You should not assume that any information we may provide to you, either now or in the future, will be welcome or accurate or relevant or positive. You should also understand that as research progresses, in order for you to assess the significance of your Personalized Analyses in the context of such progress, you may need to obtain opinions and/or advice from other service providers and professionals. In order to learn more and make an informed decision about whether our Services are right for you, we encourage you, prior to creating a User Account or completing our Forms, to speak with:

- a physician and/or health care professional with extensive and specialized training in medicine;
- a psychologist or psychoanalyst and/or a qualified professional with extensive and specialized training in psychology;
- a qualified professional with extensive and specialized training in nutrition and/or sports and physical activity science and technology;
- a lawyer and/or accountant and/or a qualified professional with extensive and specialized training in law and/or accounting and/or finance and/or taxation.

Some people feel a little anxious about receiving Personalized Analyses. This is normal. If you are very anxious, you should talk to your doctor, psychoanalyst or specialized counselor before using our Services. You may learn information about yourself that you did not expect to

discover. This information can evoke strong emotions and has the potential to change your life and your worldview. These findings may have uncertain social, physical, mental, legal or economic consequences.

We make every effort to phrase all text included or not included in our Services and/or Products and/or Content in a clear and understandable manner. You are free to answer only those questions on our Forms that you wish to. OGMY does not require you to answer questions that you may find excessively personal or intimate. However, OGMY may not be able to process your personal information, and the process of handling your data may result in errors. OGMY may not be able to process your personal information if you do not provide sufficient information when completing and submitting our Forms (for example, by failing to answer questions) or if the results of data processing and your Personalized Analyses do not meet our standards of accuracy. If the second attempt to process your personal information fails, OGMY will offer the user to fill out the corresponding Form again in order to collect more information, at no additional cost. Even with a processing that meets our high standards, an unknown fraction of the data generated during the processing may be impossible to interpret or incorrect (called "Errors"). Because this possibility is known in advance, users are not entitled to a refund or other compensation when these Errors occur. You may write us at care@ogmy.life for any additional information or request. You should not modify your health, nutrition, physical activity, buying, selling, investing, legal protection or any other type of behavior solely on the basis of information provided by OGMY. Before acting on the information provided in the Personalized Analyses provided by OGMY Services, be sure to discuss your Personalized Analyses with:

- a physician and/or health care professional with extensive and specialized training in medicine;
- a psychologist or psychoanalyst and/or a qualified professional with extensive and specialized training in psychology;
- a qualified professional with extensive and specialized training in nutrition and/or sports and physical activity science and technology;
- an attorney and/or accountant and/or a qualified professional with extensive and specialized training in law and/or accounting and/or finance and/or taxation ;

The personal information we process is responsible for only a small fraction of the actual consequences of your personal decisions. There may be unknown causes, environmental, genetic, biological, social, psychological, behavioral, economic, legal or lifestyle factors that are more important predictors of the actual consequences of your personal decisions but which we do not process. Unforeseen and/or uncertain events, and the risks associated with them, will always remain because it is impossible for our Services to incorporate all of the variables of the world around you.

If your Personalized Analyses indicate that you do not appear to be at high risk for a particular accident, setback, illness, addiction, disease or adverse condition, you should not rely on this information alone, nor should you feel protected. The reverse is also true: if your Personalized Analyses indicate that you appear to be at high risk for a particular accident, setback, illness, addiction, condition or adverse state, it does not mean that a particular accident, setback, illness, addiction, condition or adverse state will definitely occur. In either case, if you have any concerns or questions about what you learn through OGMY, you should contact:

- your physician and/or a health care professional with complete and specialized training in medicine;
- your psychologist or psychoanalyst and/or a qualified professional with complete and specialized training in psychology;
- a qualified professional with complete and specialized training in nutrition and/or the science and techniques of physical activities and sports;

-an attorney and/or accountant and/or a qualified professional with complete and specialized training in law and/or accounting and/or finance and/or taxation.

Research in the social sciences, cognitive sciences, behavioral sciences, psychology or statistics is not exhaustive. Although we measure many dozens of data points from the personal information you share with us, only a small percentage of them are known to be related to particular attitudes and/or trends and/or behaviors. In addition, many demographic or ethnic groups are not included in the studies and/or research and/or articles and/or presentations and/or conferences and/or interviews and/or books that we use to build our statistical models. Because the interpretations provided in our Service are based on these published studies and/or research and/or articles and/or presentations and/or conferences and/or interviews and/or books, some interpretations may not apply to you. Future scientific research may change the interpretation of your Personalized Analyses. In the future, the scientific community may show that previous studies and/or research and/or articles and/or presentations and/or conferences and/or interviews and/or books are incomplete or inaccurate.

Our Services are not designed, built, used, produced or marketed by professionals or scientists. The methods and technologies used to perform data processing and Personalized Analyses are potentially inaccurate. The Personalized Analyses you obtain are not the result of an exact calculation, but are generated from approximative, subjective and potentially inaccurate probabilistic estimates. Although the Analyses are said to be "personalized", the contents and information of these personalized Analyses represent only general, approximate trends and do not constitute specific advice or recommendations applicable to the situation of a particular person or entity. The data processings, treatments and analyses we offer in our Services have not been scientifically validated by an independent authority. Due to the current state of knowledge and understanding of science, our Services are intended for informational purposes only. We therefore make no warranties or representations as to the accuracy, reliability, suitability or timeliness of any information or content provided by or accessible through OGMY.

OGMY reserves the right to postpone and/or indefinitely delay the processing of Decision Analyses at any time, without justification. OGMY does not guarantee any specific timeframe to deliver the Decision Analysis. Each user is entitled to one (1) complete Decision Analysis within a seventy-two (72)-hour period. Users need to click on the icons of the social media apps displayed on the Invite page to be registered in the queue for personalized insights processing. If a user submits additional requests for a full Decision Analysis, these requests will be queued and processed in the order they are received, if and when capacity allows. Insights and Scores may vary between the Light and the Full versions of the same Decision Analysis, mostly because the Full version of a Decision Analysis takes more variables, or Information submitted by the user, into consideration.

OGMY does not, under any circumstances, make predictions. No one can predict the future. Personalized Analyses, or projections, are generated from personal information provided by the user to OGMY, non-personal information obtained by OGMY and hypotheses and/or theories and/or research in social sciences, cognitive sciences, behavioral sciences, psychology or statistics as subjectively assimilated, codified and modeled by OGMY. The various analyses offered in our Services include, but are not limited to, insights relating to your preferences, lifestyle, personal characteristics, locations and/or addresses, as analyzable from the personal information you authorize us to use to update OGMY's statistical models. These are therefore approximate and potentially inaccurate statistical projections generated from your personal information and our subjective interpretation of various social science, cognitive science, behavioral science, psychological or statistical studies and research.

OGMY does not, under any circumstances, make any recommendations. We do not recommend any specific course of action, product, service, diagnosis, treatment or decision. To this effect, we take care not to use definitive, fixed or deterministic formulations in the content of the Personalized Analyses. Your Personalized Analyses represent nuanced observations and/or uncertain statements (e.g., the use of terms such as "probably" or the use of the conditional tense, rather than definitive terms such as "yes" or "no" or "you must" or "you should") to best reflect their potential inaccuracy. The term "Decision Analysis" is provided for marketing or business purposes only and is not intended to provide a comprehensive analysis that can be used to support any decision. The numerical data presented in the Personalized Analyses are approximate and subjectively estimated (e.g., the percentages presented are calculated by a process of rough deduction incorporating a margin of error).

OGMY does not endorse or guarantee the effectiveness of any specific course of action, specific decision, diagnosis, treatment, resources, tests, advice from professionals and/or physicians and/or psychologists and/or non-professionals, medications, products, procedures, opinions or any other information that may be mentioned on our Website. If we provide you with Personalized Analyses on our Website that identify potentially actionable information for you based on your personal information and scientific literature or research, such information is intended for informational purposes only and should be discussed with:

- your physician and/or a health care professional with complete and specialized training in medicine;
- your psychologist or psychoanalyst and/or a qualified professional with complete and specialized training in psychology;
- a qualified professional with complete and specialized training in nutrition and/or the science and techniques of physical and athletic activities;
- an attorney and/or accountant and/or a qualified professional with complete and specialized training in law and/or accounting and/or finance and/or taxation.

OGMY believes that:

- Personalized Analyses present only a portion of any individual's condition and situation, and therefore it is impossible to provide accurate advice, counsel and/or recommendation;
- The state of understanding in social science, cognitive science, behavioral science, psychology or statistics is rapidly evolving and at any given time we understand only a portion of the role of the personal information processed by our Services;
- Only a physician and/or medical professional with complete and specialized training in medicine can assess your current health or illness condition ;
- Only a psychologist or psychoanalyst and/or a qualified professional with specialized and comprehensive training in psychology can assess your current social situation or mental state;
- Only a qualified professional with specialized and comprehensive training in nutrition and/or in the science and techniques of physical activities and sports can assess your current physical state;
- Only a lawyer and/or an accountant and/or a qualified professional with specialized and comprehensive training in law and/or accounting and/or finance and/or taxation can assess your current financial or legal situation;

Reliance on any information provided by OGMY, OGMY staff, others appearing on our Website at the invitation of OGMY or other visitors to our Website is solely at your own risk.

Personalized Analyses that you share with others may be used against your interests. You should exercise caution when sharing your Personalized Analyses with others, particularly in the event that your Personalized Analyses reveal personal information that you would not want an insurance company or business, an employer or potential employer, a customer, a friend, a family member, and/or any other person you may or may not know to find out. You should consult with an expert professional to understand the extent of legal protection for your personal information before sharing it with anyone. Even if you share Personalized Analyses

that have no or limited meaning today, that information may have greater meaning in the future as new discoveries are made.

The OGMY Services and/or Content and/or Products are intended for informational use only. We do not provide medical, clinical, psychological, nutritional, dietary, legal, accounting, economic, financial, investment or tax advice. The Services are not intended to be used by the user for diagnostic purposes and are not a substitute for the advice of a physician and/or a health care professional with specialized and comprehensive medical training, nor the advice of a psychologist or psychoanalyst and/or a qualified professional with specialized and comprehensive psychological training. You should always seek the advice of your physician and/or a health care professional with complete and specialized training in medicine and/or the advice of a psychologist or psychoanalyst and/or a qualified professional with complete and specialized training in psychology for any matter relating to the diagnosis, cure, treatment, mitigation or prevention of a disease, disorder, ailment or other medical or psychological impairment, or the state of your physical and/or mental health. The information presented on our Website, such as text, graphics, images and any other content created by OGMY or obtained from third parties (collectively, the "Content"), is intended for informational purposes only. They cannot be used as a substitute for professional advice and/or information, as circumstances vary from person to person. Do not attempt to implement any actions, solutions, remedies or instructions potentially suggested on our Website without first consulting a qualified professional. The information is not intended to be and does not constitute actionable professional advice. The transmission of this information is not intended to create a professional-client relationship between OGMY and you. The owners, editors, contributors, administrators and other staff of OGMY are not qualified professionals. They are merely gathering and interpreting subjectively, and potentially inaccurately, information found within scientific studies and/or scientific research and/or articles and/or presentations and/or lectures and/or interviews and/or books for informational purposes only.

If you think you have a medical emergency, call your doctor or local or international emergency number immediately. OGMY does not endorse or guarantee the effectiveness of any specific course of action, specific decision, diagnosis, treatment, resources, tests, advice from professionals and/or physicians and/or psychologists and/or non-professionals, medications, products, procedures, opinions or any other source of information that may be mentioned on our Website.

The Services are not intended to be used by the user for diagnostic purposes and are not a substitute for the advice of a qualified professional who has received full and specialized training in nutrition and/or the science and techniques of physical activities and sports; Regular exercise is not always risk-free, even for healthy people. Some types of exercise are riskier than others and all exercise is risky for some people. The same is true for diet. Some dietary recommendations are healthy for most people but potentially dangerous for others. Exercise is not without risk and any exercise program can result in injury. These risks include, but are not limited to, the risk of injury, aggravation of a pre-existing condition, or adverse effects of overexertion, such as muscle tension, abnormal blood pressure, fainting, heart rhythm disturbances, and, in rare cases, heart attack. To reduce the risk of injury, before beginning any exercise program, please consult a health care professional for an exercise prescription and appropriate safety precautions. The exercise instructions and tips presented are in no way intended to replace medical and/or psychological and/or dietary consultation. As with any exercise program, if at any time during your workout you begin to feel weak, dizzy or physically uncomfortable, you should stop immediately and seek medical attention.

The Services are not intended to be used by the user for diagnostic purposes and are not a substitute for the advice of an attorney and/or accountant and/or qualified professional with full

and specialized training in law and/or accounting and/or finance and/or taxation. No information transmitted or provided should be considered as legal, accounting, economic, financial, investment or tax advice. Any content provided by OGMY is for informational purposes only, you should not construe this information or any other content as legal, accounting, tax, investment, economic, financial or other advice. Nothing on our Website constitutes a solicitation, recommendation, endorsement or offer by OGMY or any third party service provider to buy or sell any securities or other financial instruments in this country or in any other jurisdiction in which such solicitation or offer would be unlawful under the securities laws of such jurisdiction. Nothing on our Website constitutes professional and/or financial advice, nor does any information on the Website constitute a complete or comprehensive statement of the matters discussed or of the applicable law. OGMY is not a fiduciary by virtue of any person's use of or access to the Website or the Content. You assume sole responsibility for evaluating the merits and risks associated with the use of any information or other content on the Website before making any decision based on such information or other content. In exchange for using the Website, you agree not to hold OGMY, its affiliates or any third party service provider liable for any potential claim for damages arising from any decision you make based on the information or other content made available to you through our Services and/or Products and/or Content and/or Website. There are risks associated with investing in securities. Investing in stocks, bonds, exchange traded funds, mutual funds and money market funds involves the risk of loss. Loss of principal is possible. Some high-risk investments may use leverage, which increases gains and losses. Foreign investments involve special risks, including greater volatility, political, economic and currency risks, and differences in accounting methods. Past performance of a security or company is not a guarantee or indicator of future investment performance. You are responsible for what you do with the information you obtain from OGMY. Please contact your own lawyer, accountant or tax advisor for any specific legal, accounting, economic, financial, investing or tax questions related to the information provided.

Your declarations

By accessing the Services, you acknowledge and declare that you have read, understood and accepted the Terms of Use in their entirety, including but not limited to the following:

You understand that the Services and/or Content and/or Products are intended for informational purposes only, and that while the information may indicate a course of action, plan of action, decision, diagnosis or possible treatment, it must always be confirmed and supplemented by additional medical, clinical, psychological, nutritional, dietary, legal, accounting, economic, financial or tax information from professionals, which OGMY Services do not provide. You understand that the information you obtain from OGMY is not designed to independently diagnose, prevent or treat any medical, clinical, psychological, nutritional, dietary, legal, accounting, economic or tax situation in the absence of information from a physician and/or health care professional with complete and specialized training in medicine, a psychologist or psychoanalyst and/or a qualified professional with complete and specialized training in psychology, a qualified professional with complete and specialized training in nutrition and/or the sciences and techniques of physical activities and sports, an attorney and/or accountant and/or a qualified professional with complete and specialized training in law and/or accounting and/or finance and/or taxation.

If you have any questions or concerns regarding your Personalized Analyses, you acknowledge that OGMY strongly recommends that you seek the advice of your physician and/or a health care professional with extensive and specialized training in medicine, your psychologist or psychoanalyst and/or a qualified professional with extensive and specialized training in psychology, a qualified professional with extensive and specialized training in nutrition and/or

sports and physical activity science and technology, an attorney and/or accountant and/or a qualified professional with extensive and specialized training in law and/or accounting and/or finance and/or taxation.

You authorize OGMY, its contractors, successors and assignees to perform data processing and analysis services based on the personal information you share.

You authorize OGMY, its contractors, successors and assignees to use information you share with us to improve and/or contextualize and/or enrich the Personalized Analyses.

You specifically request that OGMY disclose and communicate to you the results of the Personalized Analyses performed as a result of your requests for treatment.

You declare that you are eighteen (18) years of age or older, or at least the age of majority in the jurisdiction in which you are located, if you provide Personal Information and/or access your Personalized Analyses.

You warrant that any personal information you provide is true, accurate, current, complete and about you; if you are accepting these TOU on behalf of someone for whom you have legal authority, you confirm that the personal information provided will be that person's.

If you are a user or customer of our Services or Products located outside of France and/or provide personal information, you confirm that this act is not subject to any prohibition or restriction on export and/or use in the country in which you reside.

You agree that any personal information you provide and any resulting data may be transferred and/or processed outside the country in which you reside.

You warrant that you are not an insurance company or an employer attempting to obtain information about a covered person or employee.

You are aware that some of the information you receive may cause strong emotion.

You assume responsibility for all possible consequences resulting from your sharing with third parties access to your Personalized Analytics and/or personal information, including, but not limited to, your registration information.

You understand that all of your personal information will be stored in OGMY's databases and will be handled in accordance with OGMY's Privacy Policy.

You understand that by providing OGMY and/or having OGMY process personal information and/or access your Personalized Analyses, you acquire no rights to any research or commercial products or services that may be developed by OGMY.

You agree that you have the authority under the laws of the state or jurisdiction in which you reside to provide these statements.

You specifically understand that you will not receive compensation for any research or commercial products or services that include or result from your personal information.

You understand that OGMY may not be able to provide its Services if you do not provide sufficient or any personal information when asked to do so, including but not limited to your profile information and self-declared information.

If you violate any of these statements, OGMY has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof) and you will defend and indemnify OGMY and its affiliates against any liability, costs or damages arising from the violation of the statement.

Account Creation, User Account, Password and Security Requirements

To access and use certain sections and features of our Site, you must first register and create an account ("User Account").

In consideration of your use of the Services, you agree to:

- provide true, accurate, current and complete registration information about yourself as prompted by the Service;
- maintain and promptly update, and/or when offered as part of our Services, registration information and/or profile information to keep it true, accurate, current and complete;
- receive emails and/or text messages informing you of the status of the processing of your personal information.

In the event that any of the suggested answers in our Forms do not seem to accurately reflect your situation, simply select the answer that most accurately and completely characterizes your current situation. If you provide any personal information that is untrue, inaccurate, not current or incomplete, or if OGMY has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, OGMY has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof). By creating your user account, you agree to these TOU and our Privacy Policy. You will also enter your personal email address, your personal cell phone number, create a password to secure your user account, and then your profile information. You may also be asked to fill out a reCAPTCHA form to ensure that your account is not created by a robot. You are responsible for maintaining the confidentiality of your login and password, so we urge you to keep them safe. All such activities shall be deemed to have occurred on your behalf and for your account, and you shall be solely responsible for all activities that occur under your user account, whether or not specifically authorized by you, and for any damages, expenses or losses that may result from such activities. If you allow third parties to access the Website through your personal email address and password, you will defend and indemnify OGMY and its affiliates against any and all liability, costs or damages, including attorneys' fees, arising out of claims or actions by such third parties based upon or related to such access and use. You agree to immediately notify OGMY of any unauthorized use of your password or account or any other breach of security. You also agree to ensure that you log out of your account at the end of each session. You may create and/or access your user account through a dedicated web page or by using a third party platform such as Facebook or Google (the "Social Network Account"). If you register through a third party platform account, you authorize us to access certain information about you that is stored in your Social Network Account. We may temporarily or permanently terminate or suspend your access to your User Account without liability to you, in order to protect us, our Website and Services, or other users, including if you violate any provision of these TOU or any applicable law or regulation in connection with your use of the Site or your User Account. We may do so without notice to you if circumstances require immediate action, in which case we will notify you as soon as reasonably possible. In addition, we reserve the right to terminate your User Account without cause, upon two (2) weeks notice to you by email, if we terminate our User Account program or for any other reason.

You may stop using your OGMY User Account and request its deletion at any time by contacting us by email at myaccount@ogmy.life.

OGMY cannot and will not be liable for any loss or damage resulting from your failure to comply with this Section.

OGMY Privacy Policy and Disclosure of Information

Your privacy is important to us. We invite you to read our Privacy Policy which sets out how we collect, use and share information about you. Our Privacy Policy is available at <https://ogmy.life/privacy-policy>. In order to use the Services, you must first acknowledge and agree to the Privacy Policy, in addition to these TOU. You may not use the Services if you do not agree

to the Privacy Policy. You may acknowledge and agree to the Privacy Policy by creating your user account, clicking to accept the Privacy Policy, where this option is made available by OGMY for any Service or actually using the Services.

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- all related Content (and any derivative works or enhancements thereof), including, but not limited to, all text, illustrations, files, images, software, scripts, graphics, photos, sounds, music, videos, information, content, materials, products, services, URLs, websites, technologies, statistical models (including but not limited to algorithms, "Artificial Intelligence"), documentation, service marks, trade names and trade dress, and interactive features ;
- all intellectual property rights, including but not limited to copyrights, designs, secrets, patents, subsisting in the Services (whether or not such rights are registered and wherever in the world such rights may exist).

Nothing in these TOU grants you any rights in connection with Our intellectual property. Except as expressly provided in these TOU, or as required under mandatory provisions of applicable

law for use of the Services, you will not acquire any right, title or interest in Our Intellectual Property.

You further acknowledge that the Services may contain information designated as confidential by OGMY and that you shall not disclose such information without the prior written consent of OGMY. You further acknowledge and agree that the Services and/or Products and/or Content, our Websites and any necessary software used in connection with the Services (collectively "Our software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that the information presented to you through the Services and/or Products and/or Content and/or Websites is protected by copyright, trademark and/or other proprietary rights and laws. Except as expressly authorized by OGMY, you agree not to - and not to permit anyone to - modify, rent, lease, loan, sell, distribute or create derivative works of, reverse engineer, decompile or otherwise attempt to extract the source code of Our Services or Our software or any portion thereof, in whole or in part. Our software, if any, that is made available for use and/or download from the Services is the copyrighted work of OGMY and/or its suppliers. Your use of Our software is governed by the TOU and, if applicable, the terms of the end user license agreement that accompanies or is included with Our software ("License Agreement"). You may not install or use Our software that is accompanied by or includes a License Agreement unless you first agree to the TOU and the terms of the License Agreement. OGMY and other logos and product and service names of OGMY are trademarks of OGMY and these marks, together with all other trade names, service marks, logos, domain names and other distinctive brand features of OGMY, constitute the "OGMY Marks." Unless you have agreed otherwise in writing with OGMY, other than through the Limited License, nothing in the TOU gives you the right to use the OGMY Marks and you agree not to display or use the OGMY Marks in any manner. You agree not to remove, obscure or alter any proprietary rights notices (including copyright and trademark notices) that may be affixed to or contained within the Services. Except as expressly authorized in writing by OGMY, you agree that in using the Services, you will not use any trademark, service mark, trade name or logo of any company or organization in a manner that is likely or intended to cause confusion with the owner or authorized user of such marks, names or logos. You may not (and may not permit any third party to) copy, modify, create a derivative work of, reverse engineer, disassemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a warranty or otherwise transfer any right in Our software, unless required by law or unless OGMY has expressly authorized you to do so in writing. This license is for the sole purpose of allowing you to use and enjoy the Services and/or Content and/or Products as provided by OGMY, in the manner permitted by the TOU. Except as specifically authorized in writing by OGMY, you may not assign (or sublicense) your rights to use Our software, grant a security interest in your rights to use Our software, or otherwise transfer any portion of your rights to use Our software. You agree not to modify Our software in any manner or form or to use modified versions of Our software, including (without limitation) for the purpose of obtaining unauthorized access to the Services. You agree not to access the Services by any means other than through the interface provided by OGMY to access the Services. All rights not expressly granted in these TOU are expressly reserved.

User Conduct and Illegal or Prohibited Use

As a condition of your use of the Services, you warrant to OGMY that you will not use the Services for any purpose that is unlawful or prohibited by these TOU. Our Content and/or Services and/or Products are provided for informational purposes only, and for personal, non-commercial use only. You may not use the Services in any manner that could damage, disable, overburden or impair the Services or interfere with any other party's use and enjoyment of the

Services. You may not obtain or attempt to obtain any content or information through any means not intentionally made available or provided for through the Services.

In addition, you agree not to use the Services to:

- Upload, post, email or otherwise transmit any derogatory, defamatory, obscene or offensive content, such as slurs, epithets or anything that could reasonably be construed as harassment or disparagement based on race, color, national origin, gender, sexual orientation, age, disability, religious or political beliefs or any other legally protected status;
- Manipulate or distort, or otherwise undermine the integrity and accuracy of any content, or take any action to interfere with, damage, disrupt any part of our Services;
- Misrepresent the identity of any person or entity, including, but not limited to, any person affiliated with OGMY, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- Add your own headers, forge headers, or otherwise manipulate OGMY's trademarks in order to disguise the origin of any content transmitted through the Services;
- Use our Services for commercial purposes or in connection with any commercial activity conducted without obtaining our prior written consent;
- "Stalk" or otherwise harass another person;
- Upload, post, email or otherwise transmit any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- Use any information received through the Services to attempt to identify other users, to contact other users, or to collect personally identifiable information about other users;
- Upload any file posted by another user of the Services that you know, or reasonably should know, cannot be legally distributed in such manner;
- Upload, post, email or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright or other proprietary right of OGMY or any other party;
- Injure minors in any way;
- Advertise or offer to sell or buy any goods or services, or transmit or facilitate the transmission of any unsolicited or unauthorized advertising or promotional content;
- Deliver any content to any third party that you know or reasonably should know to be unlawful;
- Upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional content, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation;
- Upload, post, email or otherwise transmit any content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or content or telecommunications equipment, including, but not limited to, viruses, Trojan horses, worms, time bombs, keyloggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or content;
- Use software, devices, scripts, robots, other manual or automated means or processes to access, "crawl" or "monitor" or "copy" or "scrape" web pages or other Services contained in our Website, except as expressly authorized by OGMY;
- Use network monitoring software to determine the architecture of our Services or extract usage data from them;
- Engage in "framing", "mirroring" or any other form of simulation of the appearance or function of the OGMY Website;
- Attempt to circumvent or effectively bypass any security component of OGMY's Websites and Services;
- Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

-Violate these TOU, any code of conduct or other guidelines applicable to a particular area of the Service or communicated to you by anyone affiliated with OGMY;
-Intentionally or unintentionally violate any applicable local, state, national or international law, or any regulations having the force of law

You acknowledge and agree that you are solely responsible for (and that OGMY has no liability to you or any third party for) any breach of your obligations under the TOU and for the consequences (including any loss or damage that OGMY may suffer) of such breach. You agree to cooperate fully with us in the investigation of any suspected or actual activity that violates these TOU.

In the event of a breach of any of these agreements, OGMY has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof) and you will defend and indemnify OGMY and/or its affiliates against any and all liability, costs, or damages resulting from the breach. If you violate the terms of this section and/or if OGMY has reasonable grounds to suspect that you have violated the terms of this section, OGMY has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

Export Controls and Applicable Regulations

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content. In particular, you agree that the provision of your personal information is not subject to any export prohibitions or restrictions in the country in which you reside, that your personal data may be transferred and/or processed and/or stored outside of the country in which you reside, and that you will comply with all applicable laws regarding the transmission of technical data exported from the country from which you access any Online Service. For more information on data transfers, please refer to our Privacy Policy available at <https://ogmy.life/privacy-policy>

Other User Generated Content published through the Services

"Other User Generated Content" or "Other User Generated Content" and/or "Non-OGMY Content" or "Non-OGMY Content" means all information, data, text, including messages or emails, software, music, sound, photographs, graphics, video, messages or other materials - other than registration information, profile information, self-reported information, alignment information and web behavior information - generated by users of the Services and transmitted, publicly or privately, to or through OGMY.

OGMY will not, at any time, monitor Other User-Generated Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such non-OGMY content. You understand that by using the Services, you may be exposed to content that is offensive, indecent or objectionable. Under no circumstances will OGMY be liable in any way for any non-OGMY content, including, but not limited to, any errors or omissions in such content, or for any loss or damage of any kind incurred as a result of the use of any such content posted, emailed or otherwise transmitted via the Services. You acknowledge that OGMY and its designees shall have the right (but not the obligation), in their sole discretion, to pre-screen, review, filter, edit, refuse or move any other user-generated content available through the Services. Without limiting the foregoing, OGMY and its designees shall have the right to remove any content that violates the TOU or is deemed by OGMY, in its sole discretion, to be otherwise objectionable. You acknowledge and agree that you must evaluate, and bear all risks

associated with, the use of any content, including any reliance on the accuracy, completeness or usefulness of such content.

All testimonials provided on our Website are the opinions of those providing them and not those of OGMY or its staff. The information provided in the testimonials should not be used to predict outcomes in your specific situation. We provide authentic and honest testimonials to our visitors. All Products or Services we test are individual experiences, reflecting real life experiences. Testimonials may be in audio, text, photo or video form and are not necessarily representative of everyone who will use our Products and/or Services. OGMY does not guarantee the same results as the testimonials given on our platform. The testimonials presented on OGMY apply to the people who write them, and may not be representative of the future success of any other person. Please do not hesitate to contact us, by email at care@ogmy.life, if you wish to know more about the testimonials or any other Service and/or Content and/or Product that we present.

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Your de-identified information means all information collected about users via our Services and/or Products and/or Website but stripped of registration information (including but not limited to your email and/or phone number and/or first name and/or last name), so that you cannot reasonably be identified as an individual. You acknowledge and agree that this license includes the right for OGMY to use such de-identified information in connection with Research and Development activities and/or the improvement and provision of our Services and/or Products and/or Content. You understand that OGMY, in performing the technical steps required to provide the Services to our users, may:

- Transmit or distribute your de-identified information over various public networks and in various media;
- Make such modifications to your de-identified information as are necessary to conform and adapt it to the technical requirements of the connecting devices, services or media;
- Use your de-identified information to perform statistical studies related to your use of our Services ;

You acknowledge and agree that this license allows OGMY to take these actions. You represent and warrant to OGMY that you have all necessary rights, powers and authority to grant the foregoing license. You understand that you have no expectation of financial benefit and/or consideration from OGMY as a result of the processing of your Personal Information, as set forth in our Privacy Policy and these TOU. Any Personal Information shared with OGMY remains your information, subject to the rights we retain as set forth in these TOU. As stated above, you understand that by providing personal information, by having your personal information processed, by accessing Personalized Analyses, you do not acquire any rights to any research or commercial products or services that may be developed by OGMY or its collaborating partners. You specifically understand that you will not receive any compensation

for any research or commercial products or services that include or result from your personal information.

Indemnification

You agree to defend, indemnify and hold harmless OGMY, and its subsidiaries, affiliates, officers, agents, contractors, partners, employees, successors, assignees and transferees from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of:

- personal information you submit, post or transmit through our Services;
- your use of our Services;
- your connection to our Services;
- your violation of the TOU;
- your violation of our Privacy Policy;
- your violation of the rights of any third party.

If you have submitted personal information or otherwise provided your personal information, you will defend and hold harmless OGMY and its subsidiaries, affiliates, officers, agents, contractors, partners, employees, successors, assignees and transferees from any and all liability arising out of the use or disclosure of any information obtained from our Services and/or Products and/or Content disclosed to you in accordance with our Privacy Policy and these TOU. In addition, if you choose to provide your Personal Information to third parties-whether to those to whom you have facilitated access, intentionally or inadvertently, or to third parties for diagnostic or other purposes-you agree to defend and hold harmless OGMY, and its subsidiaries, affiliates, officers, agents, contractors, partners, employees, successors, assignees, and transferees from any liability arising from such disclosure or use of your Personal Information.

No Resale of the Services

Other than under the terms of the Limited License set forth in these TOU or as otherwise agreed to in a separate agreement between you and OGMY, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or transmit for any commercial purposes, any portion of our Services and/or Products and/or Content and/or Website, including the use of and access to them.

General practices regarding use and storage

You acknowledge that OGMY may establish general practices and limits concerning use of the Services, including, without limitation, the maximum number of days that Personal Information and content of the Services will be retained by the Service, the maximum disk space that will be allocated on OGMY's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Services and/or Products and/or Content and/or Website in any given period. You acknowledge and agree that OGMY is not responsible for the deletion or failure to store any messages, personal information or other communications or other content maintained or transmitted by our Services, including but not limited to loss of Personal Information due to malfunction or destruction of data servers or other catastrophic events. You also acknowledge that OGMY reserves the right to change these general practices

and limits in its sole discretion. For more information on the measures we take to ensure the protection of your data, you may consult our Privacy Policy available at <https://ogmy.life/privacy-policy>

Changes to the Services

OGMY reserves the right, at any time and from time to time, to modify or discontinue, temporarily or permanently, the Services and/or the Products and/or the Contents and/or the Website (or any part thereof) with or without notice. You acknowledge and agree that changes may result in a delay in calculations and/or processing for some of the features or some of the OGMY Services and/or Products, including, but not limited to, under "Maintenance" of the Website. You acknowledge and agree that OGMY shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services. Our Website may be updated from time to time. These updates are designed to improve, enhance and expand the Services and/or Products and/or Content and may take the form of bug fixes, enhanced features, new software modules and entirely new versions. You agree to receive such updates (and authorize OGMY to provide them to you) as part of your use of the Services. You acknowledge that OGMY may offer different or additional technologies or features for collecting and/or interpreting Personal Information in the future and that your initial use and/or purchase of Services and/or Products and/or Content does not entitle you to different or additional technologies or features for collecting or interpreting your Personal Information at no cost, and that you will be required to pay additional fees for your Personal Information to be collected, processed and/or interpreted using any future or additional technologies or features.

Termination

The TOU will continue to apply until terminated by either you or OGMY as set forth in this section.

If you wish to terminate your legal agreement with OGMY, you may do so by deleting your OGMY account and/or personal information in your "Account Settings" (accessible on the "My Account" page of your member area on our Website). Once you have submitted your request, we will send an email within seventy-two (72) hours of your request to the email address linked to your OGMY account asking you to confirm your request. Upon receipt of your confirmation, we will process your request for deletion of your data within a maximum of seventy-two (72) hours after which you will no longer be able to log into your user account. OGMY may, at any time, terminate its legal agreement with you (and, together with your password and account(s)) if:

- You have violated any provision of the TOU (or have acted in a manner that demonstrates that you do not intend to, or are unable to, comply with the provisions of the TOU);
- OGMY is required to do so by law (e.g., where the provision of the Services to you is, or becomes, illegal);
- The partner with whom OGMY offered the Services to you has terminated its relationship with OGMY or has ceased to offer the Services to you;
- OGMY is in the process of transitioning away from providing the Services to users in the country or state in which you reside or from which you use the Services;
- The provision of the Services by OGMY is, in the opinion of OGMY, no longer commercially viable.

Any suspected fraudulent, abusive or illegal activity that may warrant termination of your use of the Services may be referred to the appropriate law enforcement authorities. You acknowledge and agree that OGMY shall not be liable to you or any third party for any termination of your access to the Services.

Survival of the Terms of Use (TOU)

When the TOU terminate, all legal rights, obligations and liabilities that you and OGMY have enjoyed, to which you have been subject (or which have accrued over time while the TOU has been in effect) or which are expressed to continue indefinitely, shall not be affected by such termination and shall continue to apply indefinitely.

Relationship with Information Providers and Listed Resources

Your correspondence or business dealings with, or participation in promotions of, information providers, vendors and/or resources found on or through our Services, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such information provider or resource. You acknowledge and agree that OGMY shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such information providers or resources on the Services.

Hyperlinks and OGMY Website

The Service provides, and third parties may provide, links to other sites and resources on the Internet. The Services may include links that take you away from our Website. Unless otherwise stated, the linked sites are not under our control and we are not responsible for their content, nor for any links they may contain, nor for any changes or updates to them. We are not responsible for any transmissions received from linked sites. Links to third party sites are provided solely as a convenience to you. The inclusion of links to other websites does not imply endorsement of their owners or content. Because OGMY has no control over such sites and resources, you acknowledge and agree that OGMY is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that OGMY shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such hyperlinked site or resource.

Refund and return policy

You have the right to withdraw without giving any reason during fourteen (14) days from the date of signature of the contract for the provision of Services and/or access to the Contents or the receipt of the physical Products.

To exercise your right of withdrawal, you must notify us of your decision by registered mail to the following address
OGMY SASU
10 rue de la Paix
75002 Paris France,
or by email to legal@ogmy.life within the given time limit,

by using the following form attached to these Terms of Use (in Appendix 1).

If you contact us by e-mail, we will acknowledge receipt of your withdrawal within seventy-two (72) hours. You must return the physical Products as soon as possible, in any case within fourteen (14) days of notification of your withdrawal. Upon receipt of the Product from us, we will issue a full refund within fourteen (14) days, except for the cost of return shipping, which will be at your expense.

Limitations of Warranty and Liability

You expressly acknowledge and agree to the TOU, including but not limited to the following:

Your use of the Services is at your sole risk. The Services are provided on an "as is" and "as available" basis without warranty of any kind, either express or implied, including any warranty of fitness for a particular purpose and any warranty as to the security, reliability, truthfulness, objectivity, timeliness, accuracy or performance of our Services, except for malicious non-disclosure of defects. To the maximum extent permitted by applicable law, OGMY expressly disclaims all warranties of any kind, expressed or implied, including, but not limited to, any warranties of fitness for a particular purpose, non-infringement, any warranties regarding the safety, reliability, truthfulness, objectivity, timeliness, accuracy or performance of our Services, except in the case of malicious non-disclosure of defects.

OGMY does not warrant that:

- the Services will meet your requirements ;
- the Services will be uninterrupted, timely, secure or error-free;
- the results obtained from the use of the Services will be accurate or reliable;
- the quality of any Products, Services, information or other materials purchased or obtained by you through the Services will meet your expectations;
- any errors in the software will be corrected.

Any material downloaded or otherwise obtained through the use of the Services is done at your sole discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material. No advice or information, whether oral or written, obtained by you from OGMY or through or from the Services shall create any warranty not expressly set forth in the Terms of Use and shall not be considered medical, clinical, psychological, nutritional, dietary, legal, accounting, economic, financial, investment or tax advice. You should always exercise caution when giving out personally identifiable information about yourself or for which you have legal authority. OGMY does not control or endorse any actions resulting from your participation in the Services and, therefore, OGMY specifically declines any liability in this regard for actions resulting from your participation in the Services. To the extent permitted by applicable law, you expressly acknowledge and agree that OGMY shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, caused to you or any third party, including, but not limited to, any direct or indirect loss and loss of revenue, profits, goodwill, data, time, opportunity, contracts, as well as any loss or damage resulting from, or related to, business interruption, loss of opportunity, loss of anticipated savings, waste of management or office time, even if foreseeable, in connection with our Website and/or Services and/or Products and/

or Content, the use, inability to use, or the results of the use of our Website and/or Services and/or Products and/or Content, any website linked to our Website or the materials on the linked websites, resulting from:

- The use or inability to use the Services;
- Any action you take based on information you receive in, through or from the Services;
- Your failure to keep your password or account details secure and confidential;
- the cost of obtaining substitute Products and/or Services resulting from Products, Content, data, information or Services purchased or obtained, messages received or transactions conducted through our Services;
- Unauthorized access to or alteration of your transmissions or data;
- The improper authorization of the Services by anyone claiming such authority;
- The statements or conduct of any third party on the Services.

We expressly disclaim any other warranties or conditions, whether oral or written, including, but not limited to, accuracy, timeliness, completeness, results, truthfulness, reliability, performance, non-infringement, title, non-infringement, quality, quality of information, quiet enjoyment, merchantability or fitness for a particular purpose (even if we have been advised of such purpose), as well as any representations, warranties, express or implied, or other conditions arising from course of performance, course of dealing or usage of trade. We do not warrant that our Services and/or Products and/or Content will be provided uninterrupted or error-free, or that they will meet your requirements. We do not warrant that the quality of the Services, Products, Content, Information or other content purchased or obtained by you through the Services will meet your expectations. OGMY does not control or endorse any actions resulting from your participation in the Services and, therefore, OGMY specifically disclaims any liability for any actions resulting from your participation in the Services. OGMY does not warrant that the Services are free of viruses and other harmful components and OGMY will not be liable to you for any damages resulting from a virus or other harmful component in any of the Services. We also do not guarantee that all errors in the software will be corrected. No advice or information, whether oral or written, obtained by you from OGMY or through our Services shall create any warranty not expressly stated in the TOU. You should always exercise caution when giving out personally identifiable information about yourself or persons over whom you have legal authority. OGMY has no obligation to verify the identity or screen individuals using the Services, nor to monitor the use of the Services by other users of the Services. As such, OGMY will not be liable for any damages you suffer as a result of your interactions with other users and their behavior, nor for identity theft or any other misuse of your identity or information. Because we cannot control the behavior of our users, OGMY does not guarantee the accuracy, completeness, or usefulness of any Other User-Generated Content and does not adopt, endorse, or accept responsibility for the conduct of any user or the accuracy or reliability of any opinion, advice, or statement made by any user. We shall not be liable for any delay or failure to perform our obligations under these TOU if such delay or failure results from any cause beyond our control and/or from an event of force majeure as defined in Article 1216 of the French Civil Code.

Notices

Notices to you may be made by text message and/or email and/or postal mail. OGMY may also provide notices of changes to the TOU, Privacy Policy or other matters by posting notices or links to notices to you generally on or through the Services, including, but not limited to, the Website. Official notices relating to these TOU should be sent to us at the following address:

OGMY SASU
Legal
10 rue de la Paix
75002 Paris, France

In addition, OGMY accepts service of process at this address. Any notice you provide without complying with this Notice section will have no legal effect.

Changes to the Terms of Use (TOU) or the Services and Discontinuances

We reserve the right to modify these TOU whenever necessary, in our sole discretion, to reflect changes in applicable law and regulations, or additional features we may introduce, or as part of the development of our business, or to reflect changes in our Services and/or Products and/or Content and/or Website, technology, business practices, behaviors, and/or the way users use our Services and/or Products and/or Content and/or Website. Therefore, you should review these TOU regularly and, in any case, when you create an OGMY user account. The new TOU will apply to any new use of the Service by you after its effective date. If the recurring Services you use are affected by changes to the TOU, we will reasonably consider your legitimate interests in making such changes. We will notify you of such changes at least fifteen (15) days prior to the effective date of the change by posting a notice on our Website or by sending a message to the email address associated with your account. Changes will be deemed accepted by you if you do not object within two (2) months of such notice. We will draw your attention to this fact in our notification. If a change to the TOU is unacceptable to you, you may cease using our Services and/or Products and/or Content and/or Website and delete your account at any time (see section on Termination).

If you object, we will have a special right, without any liability to you, to terminate the agreement with you effective as of the effective date of such changes. We may modify the Services, cease providing the Services or any feature of the Services offered by us, or create limitations on the Services. We may terminate or suspend access to the Services permanently or temporarily for any reason, without liability. We will give you sufficient notice if it is feasible under the circumstances and we will reasonably consider your legitimate interests in taking such action.

Violation or suspected violation of the Terms of Use (TOU)

If you violate the terms of these TOU and/or if OGMY has reasonable grounds to suspect that you have violated the terms of these TOU, OGMY has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

Governing Law and Dispute Resolution

We currently provide our Services over the Internet. If you are a user or customer of our Services or Products located outside of France and/or provide personal information, you confirm that this act is not subject to any prohibition or restriction on export and/or use in the country in which you reside.

Law applicable to French or European consumers (residing in France or within the European Union)

These TOU are governed by and construed in accordance with the laws of France exclusively, excluding its conflict of laws rules. If you wish to bring to our attention a matter, a complaint or a question concerning our site, contact us at care@ogmy.life and we will answer you as soon as possible. In the unlikely event that OGMY has not been able to resolve an issue with you after attempting to do so informally, we will discuss with you and agree on the most effective way to resolve our dispute. If, after contacting us, you feel that the problem has not been resolved, you will have the right to resort to the French (<https://www.economie.gouv.fr/mediation-conso>) or European (<https://ec.europa.eu/consumers/odr/main/?event=main.home2.show&lng=EN>) consumer mediation procedure in the event of a dispute, in accordance with Articles L.611-1 et seq. of the French Consumer Code. If after an unsuccessful attempt to resolve a dispute amicably and/or through consumer mediation, you accept that the French courts have jurisdiction in case of dispute. If you are a consumer, you may bring any dispute that may arise under this Agreement before - at your option - either the competent court in France or the competent court in your country of habitual residence if that country of habitual residence is a member state of the European Union, which courts shall - to the exclusion of any other court - have jurisdiction to settle such dispute. We will bring any dispute arising under this Agreement before the competent court in France. If we direct the Services to the EU country in which you reside, you will benefit from all mandatory provisions of the law of the country in which you reside and nothing in these TOU affects your rights as a consumer to rely on such mandatory provisions of local law. You agree that regardless of any contrary statute or law, any claim or cause of action arising out of or related to use of the Services and/or Products and/or Content and/or Website or the TOU must be filed within five (5) years (for disputes involving French consumers) or three (3) years (for disputes involving European Union consumers) after such claim or cause of action arose or be forever barred. Nothing in this section shall prevent either of us from seeking injunctive (emergency) or other equitable relief from the courts for matters relating to data security, intellectual property or other proprietary rights. If you fail to comply with this Agreement and we do not take immediate action, this does not mean that we have waived any right to take action in the future.

Applicable law for international consumers (residing outside the European Union)

These TOU shall be exclusively governed by and construed in accordance with the laws of France. If you wish to bring to our attention any matter, complaint or question regarding our site, please contact us at: care@ogmy.life. In the unlikely event that OGMY has not been able to resolve an issue with you after attempting to do so informally, we will discuss and agree on the most effective way to resolve our dispute. If after an unsuccessful attempt to resolve a dispute amicably, and with the exception of disputes relating to intellectual property rights, obligations or infringement claims you agree that any dispute with OGMY arising out of or relating to the TOU ("Dispute" or "Disputes") shall be governed exclusively by French law, regardless of your country of origin or where you access OGMY, and notwithstanding conflict of laws principles and the United Nations Convention on Contracts for the International Sale of Goods.

You agree that any Dispute shall be filed exclusively in the courts of Paris, France and shall be resolved by a final and binding judgment under the rules and laws of France, to be held in Paris, France, in the French language, with a written decision stating the legal reasoning of the judge(s), and with the reasonable documented attorney's fees of both parties to be borne by the party who ultimately loses. You agree that regardless of any rule, law or statute to the contrary, any claim or cause of action arising out of or related to use of the Services or the TOU must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Nothing in this section shall prevent either of us from seeking injunctive (emergency) or other equitable relief from the courts for matters relating to data security, intellectual property or other proprietary rights. If you fail to comply with this Agreement and we do not take immediate action, this does not mean that we have waived any right to take action in the future.

Translations

These TOU were originally written in French (FR). We reserve the right to translate these TOU into other languages. In the event of a conflict between a translated version of these TOU and the French version, the French version shall prevail. You can view the original French version of these TOU at <https://ogmy.life/terms-of-use>.

Miscellaneous

Entire Agreement

The TOU constitute the entire agreement between you and OGMY and govern your use of the Services, superseding any prior agreements between you and OGMY with respect thereto. OGMY intends to rely on these TOU as defining the written terms of our relationship with you, unless we have both agreed to a separate written agreement between us that expressly supersedes these TOU. You may also be subject to additional terms and conditions that may apply when you use our Paid Services (including, but not limited to, the Pricing plan policies), affiliate services, third-party content or third-party software.

Waiver

The failure of OGMY to exercise or enforce any right or provision of the TOU does not constitute a waiver of such right or provision. If any provision of the TOU is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOU remain in full force and effect.

Physical Products for French Consumers

In the event that we offer physical Products, the following provisions shall apply for consumers subject to French law.

If one of our Products is affected by a latent defect, you are entitled to take action on the basis of the guarantee provided for in Articles 1641 et seq. of the French Civil Code for two (2) years from the discovery of the defect. A latent defect implies that it makes the product unfit for the purpose for which it was intended, or that it hinders its use in such a way that you would not have bought it or would have given a lower price for it if you had known about the defect. This also implies that you did not know the defect existed at the time you purchased the product.

As a consumer, you benefit from the legal guarantee of conformity under the conditions of article L. 217-4 and following of the French Consumer Code. You have two (2) years from the delivery of one of our Products to act on the basis of the legal guarantee of conformity. The legal warranty protects the consumer when he/she buys a product that does not conform to its description, or that is not suitable for the use normally intended, due to defects in conformity at

the time of delivery. You may request the repair or replacement of the Product, except in accordance with the provisions of Article L. 217-9 paragraph 2 of the French Consumer Code. If repair or replacement of the Product is impossible, you may promptly return the Product to us to be entitled to a full refund. During the twenty-four (24) months following delivery, you do not have to provide proof of the existence of the alleged defect.

Admissibility of Printed Version

A printed version of these TOU and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these TOU to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. By accepting the TOU, you agree not to challenge the evidentiary value of documents exchanged via the Website on the basis of their electronic nature. The computerized registers are considered as proof of communications, orders and payments made between us. Your acceptance of the TOU is considered as proof agreement, in the sense of article 1368 of the French Civil Code.

Section Titles

The section titles in the TOU are for convenience only and have no legal or contractual effect.

Divisibility Clause

If any part of these TOU is held to be unenforceable, all remaining portions shall remain in full force and effect.

Transfer

You may not transfer any rights or obligations under these TOU without our prior written consent. Any such transfer shall be void and of no effect. We may freely transfer, assign or delegate any and all rights and obligations under these TOU, in whole or in part, without notice to you, and you consent to any such transfer. We may also substitute, by way of unilateral novation, effective upon notice to you, OGMY for any third party that assumes our rights and obligations under these TOU.

Contact Us

Please feel free to contact us if you have any questions or specific requests related to these Terms and Conditions via e-mail at legal@ogmy.life

Appendix 1 - Model withdrawal form
(Art. R. 221-1 of the French Consumer Code)

Right of Withdrawal Form

Complete and submit the following form if you wish to withdraw from the agreement.

Att. Customer Service

OGMY SASU
10 rue de la Paix
75002 Paris France
legal@ogmy.life

I hereby inform you that I withdraw my consent to the use of the following Services:

Name of the service:

Signed up on:

User Name:

If available, specify your account or user identifier:

User Address:

Date:

User Signature [if in paper form]: