TERMS OF USE

Eve Diagnostics | Eve Technologies Corporation

1. Agreement; Acceptance of Terms

Welcome to the Eve Diagnostics' website owned and operated by Eve Technologies Corporation ("Eve", "we", "us", or "our"). These Terms of Use (these "Terms") govern your access to and use of the website, https://evediagnostics.com (the "Site"), its Content (as defined below), our diagnostic test ordering services, and any other products and services delivered through the Site (collectively with the Site and Content, the "Services").

By accessing or using any portion of the Services, you acknowledge that you have read, understood, and agree to be bound by these Terms and by any additional terms referenced in these Terms, and you represent and warrant that (i) you are 18 years of age or older, or at least the age of majority in your jurisdiction; (ii) your access to and use of the Services is lawful in each jurisdiction relevant to you, the patient (if not you), an Order, the collection location, the shipment route, and the reporting destination. If you do not agree to these Terms, you must not access or use the Services. Please note that additional terms and policies may apply, including our Privacy Policy, shipping policies, collection policies, and the like.

These Terms form a binding legal agreement between you and Eve. If you are using the Services on behalf of another person or entity, you represent and warrant that you have the right, power, and authority to bind that person or entity to these Terms and that references to "you" include both you and that person or entity.

PLEASE NOTE THAT THESE TERMS CONTAIN AN ARBITRATION CLAUSE AND CLASS ACTION AND JURY TRIAL WAIVER (SEE THE "DISPUTE RESOLUTION – AGREEMENT TO ARBITRATE" SECTION BELOW). THROUGH YOUR AGREEMENT TO THESE TERMS: (I) YOU AND EVE AGREE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO RESOLVE THROUGH BINDING, INDIVIDUAL ARBITRATION, AND NOT IN COURT, ANY AND ALL DISPUTES ARISING FROM OR RELATING TO THESE TERMS AND THE SERVICES; AND (II) YOU AND EVE EACH, TO THE EXTENT PERMITTED BY APPLICABLE LAW, EXPRESSLY WAIVE ANY RIGHTS TO ENFORCE THESE TERMS IN COURT OR AS A CLASS, SUBJECT TO THE LIMITED EXCEPTIONS DESCRIBED BELOW.

IF YOU HAVE OR SUSPECT THAT YOU HAVE A MEDICAL PROBLEM OR CONDITION, PLEASE CONTACT A QUALIFIED HEALTHCARE PROVIDER IMMEDIATELY. IF YOU ARE IN THE UNITED STATES AND ARE EXPERIENCING A MEDICAL EMERGENCY, PLEASE CALL 911.

2. Changes to these Terms

Eve may update or modify these Terms at its sole discretion at any time. Such changes, modifications, additions or deletions shall be effective thirty (30) days after notice to you, which may be given by any means including, but not limited to, posting on the Site, or by electronic or conventional mail, or by any other means by which you obtain notice thereof. Such notice will set out the amendments made by Eve. Continued use of the Services after any such update or modification to these Terms shall constitute your agreement and consent to such changes.

3. License; Account

Subject to your compliance with the Terms, Eve grants you a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Services solely for your personal or internal business purposes. If you are agreeing to these Terms on behalf of an entity, access to the Services is limited to your employees, contractors, agents or other individuals authorized by you to access the Services ("Authorized Users"). You are liable for all use of the Services by your Authorized Users. Eve may modify, suspend, or discontinue the Services, or use of the Services by any person (including Authorized Users) in whole or in part at any time without liability to you or any other third party.

You are responsible for obtaining your own access to the Services. You are required to ensure that all persons who access the Services through your internet connection are aware of these Terms and comply with them. Any

username, password, or any other piece of information chosen by you, or provided to you as part of our security procedures, must be treated as confidential, and you must not disclose it to any other person or entity. You must exercise caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. You understand and agree that should you be provided an account, your account is personal to you and you agree not to provide any other person with access to the Services or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you log out from your account at the end of each session. You are responsible for any password misuse and/or any unauthorized access.

4. Privacy

When you interact with the Services, we may collect and process personal information. Please see our privacy policy for more information on how we collect, use, store, share, disclose, and protect personal information.

5. No Medical Advice; No Emergency Use

IF YOU BELIEVE YOU MAY HAVE A MEDICAL EMERGENCY, PLEASE CONTACT THE APPROPRIATE EMERGENCY SERVICES OR A QUALIFIED HEALTHCARE PROVIDER IMMEDIATELY. WE DO NOT PROVIDE EMERGENCY MEDICAL SERVICES.

Some Services are intended to be ordered through or used in conjunction with a healthcare professional, while some Services may be made available directly to consumers. Healthcare professionals should exercise their own clinical judgment when using our Services. The information provided through the Services is not intended as medical or healthcare advice and is not a substitute for seeking advice from a doctor, pharmacist, or other qualified healthcare professional. Nothing contained in this Site or Content is intended to be used for medical diagnosis or treatment or should be considered medical advice, services, diagnosis, or treatment.

THE SERVICES AND ANY COMMUNICATIONS PROVIDED BY EVE ARE FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT MEDICAL ADVICE, MEDICAL DIAGNOSIS, MEDICAL TREATMENT, NURSING ADVICE, PHARMACY ADVICE, OR EMERGENCY GUIDANCE. NOTHING IN THE SERVICES IS INTENDED TO CREATE OR REPLACE A RELATIONSHIP WITH A QUALIFIED HEALTHCARE PROVIDER.

YOU MUST NOT DISREGARD, AVOID, DELAY, OR SUBSTITUTE PROFESSIONAL MEDICAL EVALUATION OR TREATMENT BASED ON THE SERVICES OR ANY CONTENT MADE AVAILABLE THROUGH THE SERVICES.

Use of the Services does not create a physician-patient, nurse-patient, therapist-patient, or similar relationship between you and Eve. No employee, agent, or representative of Eve is engaged in providing medical advice, diagnosis, treatment, or other medical services to you that in in any way creates a provider-patient relationship. Eve is a laboratory service provider and not your treating clinician. If you access results without a physician, you expressly acknowledge that you bear responsibility for obtaining independent medical review from a qualified healthcare professional before acting on any result.

6. Testing Limitations; Interpretive Limitations; Clinical Reliance Restrictions

All laboratory testing has inherent scientific, pre-analytical, analytical, post-analytical, biological, statistical, and interpretive limitations. Without limiting the generality of the foregoing, you acknowledge and agree that: (a) false positive, false negative, indeterminate, borderline, discordant, or misleading results may occur; (b) results may be affected by the timing of collection, biological variability, medications, supplements, age, comorbidities, immune status, collection conditions, transport conditions, storage conditions, interfering substances, matrix effects, instrument performance, lot-to-lot variation, algorithmic assumptions, and other known or unknown factors; (c) reference ranges, decision thresholds, flags, clusters, and interpretive categories may change over time as scientific knowledge, internal validation, or quality processes evolve; (d) a result that is elevated, reduced, abnormal, reactive, non-reactive, positive, negative, or otherwise flagged does not necessarily establish the presence or absence of a disease, condition, dysfunction, or prognosis; and (e) results must not be used as the sole basis for diagnosis, prognosis, treatment selection, medication management, or other patient-management decisions.

Eve may revise report formatting, narrative language, reference materials, or internal methods without notice, and prior reports may not remain comparable across time, methods, software versions, or product iterations.

7. Orders; Acceptance; Pricing; Payment

Any description of a Service, price, turnaround time, availability, feature, package, panel, or offering made available through the Services constitutes an invitation to you to make an offer and not a binding offer by Eve to provide that Service. Your submitted Order, request, requisition, or purchase constitutes your offer to purchase the applicable Service subject to these Terms. No order is accepted unless and until Eve confirms acceptance or commences performance, and Eve may reject, cancel, or limit any order for any reason, including legal restrictions, specimen issues, suspected fraud, pricing errors, operational limitations, quality concerns, or incomplete information.

To submit an order for Services (an "Order"), you must log in through your account and place an order through the online requisition portal. By submitting an Order, you represent, warrant, and covenant that: (a) all information you provide to Eve is true, current, complete, and accurate; (b) you are authorized to provide any information, instructions, ordering details, specimens, and consents submitted in connection with the Services; and (c) you will comply with all applicable law, professional standards, shipping rules, customs rules, and import/export requirements applicable to biological materials, personal information, health information, and laboratory services. Please note that we shall not be responsible for your failure to accurately complete and abide by the applicable requisition forms and shipping checklists and forms. Eve may refuse service, decline an Order, limit access, require additional documentation, or suspend your access to the Services if Eve believes, in its sole discretion, that a user, order, patient, or transaction may violate applicable law, create undue risk, or fall outside Eve's intended service scope. Eve reserves the right to cancel, with no further obligations to you, if you do not comply with applicable collection and shipping requirements.

All Orders are final, noncancellable and nonrefundable once accepted by us.

Unless expressly stated otherwise in writing, all prices exclude shipping, customs, duties, taxes, collection charges, physician charges, and other third-party fees. You are responsible for all such amounts. Eve may correct clerical, typographical, computational, pricing, coding, or description errors at any time, including after order submission. If payment has already been charged for a cancelled order, Eve may issue an appropriate credit or refund in its discretion or as required by law.

You authorize Eve and its payment processors to charge the payment method you provide for all fees, taxes, charges, and adjustments owing in connection with the Services. You represent and warrant that you are authorized to use the payment method provided. All sales are final except to the extent a refund is expressly approved by Eve in writing or required by applicable law. Chargebacks, payment reversals, and disputed transactions do not extinguish your underlying payment obligations where charges were validly incurred.

8. Specimen Collection; Third-Party Collection and Logistics

Eve does not perform specimen collection unless expressly stated in writing for a specific Service. Specimens may be collected by independent third parties, such as phlebotomists, clinics, hospitals, mobile collection services, collection centers, laboratories, and couriers that are not employees, agents, partners, or legal representatives of Eve.

You acknowledge and agree that Eve does not supervise, direct, or control the manner, method, timing, competency, staffing, infection control practices, patient identification procedures, labeling procedures, transport procedures, or handling practices of third parties. Eve shall not be responsible or liable for any act, omission, negligence, delay, contamination, hemolysis, clotting, degradation, temperature excursion, mislabeling, lost specimen, damaged specimen, improper draw, improper storage, collection-site injury, failed collection attempt, infection, bruising, fainting episode, privacy incident, or other issue arising from or relating to third party specimen collection, processing, handling, custody, or transportation.

Any claim, concern, or complaint arising from the acts or omissions of a third party must be pursued directly against the applicable third party. Eve reserves the right, in its sole discretion, to reject any specimen that is compromised, mislabeled, non-compliant, unsafe, insufficient, delayed, improperly preserved, or otherwise unsuitable for testing, or that does not comply with applicable collection or shipping requirements.

9. Shipping; Cross-Border Transport; Customs; Geographic Restrictions

Services and specimen flows may involve domestic or international transport, including collection in one jurisdiction, shipment through another jurisdiction, testing in another jurisdiction, and reporting to providers or patients in one or more additional jurisdictions. You acknowledge that the legal status, availability, and regulatory treatment of the Services may differ by jurisdiction and that Eve makes no representation that any Service is available, lawful, appropriate, or compliant for use in every location.

You are solely responsible for ensuring that any shipment, import, export, customs declaration, courier instruction, and recipient designation is lawful and accurate. Except as expressly agreed between you and Eve in writing, Eve accepts no risk of loss prior to delivery. Eve shall not be responsible for customs holds, border delays, seizure, spoilage in transit, temperature excursion in transit, or legal restrictions imposed by carriers or governmental authorities. Eve may restrict or refuse Services in any geography at any time in its sole discretion. Please note that we shall not be responsible for your failure to accurately complete and abide by our shipping checklists and forms located at https://evediagnostics.com/requisition-forms/.

10. Use of De-Identified and Aggregated Data; Specimen Residuals; Publications; Commercialization

To the fullest extent permitted by Applicable Law, and subject to any more specific consent or privacy commitments made by Eve for a particular Service, you acknowledge and agree that Eve may collect, create, generate, derive, compile, use, reproduce, analyze, modify, disclose, license, publish, commercialize, and otherwise exploit data, metadata, statistics, analytical outputs, benchmarking information, quality metrics, operational information, and residual specimen information derived from the Services, provided that such information is used in a de-identified, anonymized, aggregated, or otherwise non-personally identifiable form as determined by Eve in accordance with Applicable Law and its internal governance processes.

Without limiting the generality of the foregoing, Eve may use such de-identified or aggregated information for laboratory quality assurance, quality control, assay validation, test development, method comparison, algorithm development, machine-learning development, reference interval development, scientific review, publication, educational materials, internal analytics, service optimization, market analysis, business intelligence, collaboration, commercialization of datasets, and commercialization of derivative insights, tools, models, know-how, and products. To the extent residual portions of a Specimen remain after performance of the requested Service, Eve may retain and use such residual material in de-identified form for the foregoing purposes, subject to Applicable Law, laboratory practice requirements, and any more specific written commitments made by Eve.

YOU ACKNOWLEDGE AND AGREE THAT YOU WILL NOT BE ENTITLED TO ANY OWNERSHIP INTEREST, LICENSE, ROYALTY, COMPENSATION, ACCOUNTING, NOTICE, OR OTHER PAYMENT OR BENEFIT IN CONNECTION WITH ANY SUCH DE-IDENTIFIED OR AGGREGATED USE, PUBLICATION, COMMERCIALIZATION, OR DERIVATIVE DEVELOPMENT. EVE WILL NOT KNOWINGLY SELL IDENTIFIABLE PERSONAL HEALTH INFORMATION OR IDENTIFIABLE SPECIMENS FOR COMMERCIAL PURPOSES WITHOUT A FURTHER SPECIFIC LEGAL BASIS OR CONSENT WHERE REQUIRED BY APPLICABLE LAW.

11.14. Intellectual Property; Ownership; Limited License; Feedback

As between you and Eve, Eve and its licensors own all right, title, and interest in and to the Services and all text, graphics, logos, reports, report layouts and formatting, images, layouts, formatting software, data compilations, technical material, specifications, methods descriptions, explanatory materials, and other information made available through the Services (the “Content”), including the trademarks, the trade names, the logos, and all related intellectual property rights. No right, title, or interest is transferred to you except for the limited, revocable, non-exclusive, non-transferable right to access and use the Services for their intended purpose in accordance with these Terms.

You must not copy, modify, reverse engineer, decompile, disassemble, scrape, frame, mirror, republish, retransmit, publicly display, create derivative works from, commercially exploit, or otherwise use any portion of the Services except as expressly permitted in writing by Eve or as required by non-waivable law. You must not remove or alter any of the logos, trademarks, patent or copyright notices, confidentiality or proprietary legends,

or other notices or markings within the Services. You must not use any robot, spider, crawler, scraper, automated means, model-training process, or similar technology to access, monitor, collect, extract, or repurpose data or Content from the Services without Eve's prior written consent.

If you provide any feedback, feature ideas, improvement or other suggestions to us, you hereby grant us a worldwide, irrevocable, transferable, sublicensable, perpetual, and royalty-free license to use, modify, distribute, and otherwise exploit that feedback at our sole discretion, without restriction or compensation of any kind.

12.Acceptable Use; Prohibited Conduct

You agree not to: (a) use the Services for any unlawful, misleading, fraudulent, abusive, defamatory, infringing, or unauthorized purpose; (b) submit false, incomplete, misleading, or unauthorized patient, billing, or order information; (c) misrepresent your identity, authority, licensure, credentials, jurisdiction, or relationship to a patient; (d) attempt to gain unauthorized access to any account, data, system, network, interface, or functionality; (e) interfere with, disrupt, probe, scan, test, or circumvent the security, functionality, integrity, availability, or operation of the Services; (f) upload, transmit, or distribute unlawful, defamatory, harassing, abusive, fraudulent, obscene, or harmful content, including malware, code, ransomware, destructive files, spam, or other harmful content; (g) use the Services in a manner that infringes another person's privacy, confidentiality, intellectual property, publicity, or other rights; (h) Resell, distribute, sublicense, lease, rent or otherwise exploit the Services; or (i) access the Services using crawlers, bots, or data extraction technology or to "scrape" any Content on this Site, or use the Services to build, benchmark, train, or improve a competing product or service except to the extent such restriction is prohibited by applicable law.

Eve may investigate suspected misuse and may disclose information to law enforcement, regulators, affected third parties, or other persons as Eve deems appropriate or as required by law.

13.Linked Sites; Third-Party Content; Third-Party Services

The Services may contain links to third-party websites, third-party materials, third-party data, or integrations with third-party systems. Such links and materials are provided for convenience only. Eve does not control and does not endorse, sponsor, recommend, guarantee, or assume responsibility for any third-party site, service, content, collection provider, physician, laboratory, payer, or vendor. Your dealings with any third party are solely between you and the applicable third party.

14.Availability; Downtime; Technical Issues; Internet Risks

The Services may be unavailable, interrupted, delayed, suspended, degraded, or discontinued from time to time for maintenance, upgrades, security events, capacity constraints, third-party outages, quality review, force majeure events, internet failures, or other reasons. Eve does not guarantee continuous availability, uninterrupted access, error-free operation, perfect security, or any particular turnaround time, response time, or system performance level unless expressly set out in a signed written agreement executed by an authorized officer of Eve.

You acknowledge that the Internet and electronic communications are inherently insecure and that transmissions may be intercepted, corrupted, delayed, lost, misdelivered, or altered. Eve shall not be responsible for any loss, damage, unauthorized disclosure, corruption, delay, interruption, unavailability, or failure arising from internet transmission, telecommunications failure, cyberattack, malware, ransomware, denial-of-service attack, unauthorized access, or other technical event except to the extent liability cannot be excluded under applicable law.

15.Disclaimer of Warranties and Conditions

THE LAWS OF CERTAIN JURISDICTIONS, INCLUDING QUEBEC'S CONSUMER PROTECTION ACT, DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR CONDITIONS. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE BELOW DISCLAIMERS OR EXCLUSIONS MIGHT NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, CONTENT, AND ALL OTHER ITEMS PROVIDED BY OR ON BEHALF OF EVE THROUGH THE SERVICES ARE PROVIDED "AS IS", AND "AS AVAILABLE", WITHOUT ANY REPRESENTATION, WARRANTY, CONDITION, OR GUARANTEE OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, COLLATERAL, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR ACHIEVE ANY INTENDED RESULT.

WITHOUT LIMITING THE FOREGOING, EVE DOES NOT WARRANT THAT ANY TESTING RESULTS OR REPORT WILL BE ERROR-FREE, CLINICALLY SUFFICIENT, REGULATORILY ACCEPTED, FIT FOR ANY PARTICULAR USE, OR APPROPRIATE FOR DECISION-MAKING WITHOUT INDEPENDENT PROFESSIONAL REVIEW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU TO THE EXTENT PROHIBITED BY LAW.

We do not warrant the accuracy, completeness, usefulness, or suitability of the Services for any purpose. We do not guarantee, represent, or warrant that your use of our Services will be uninterrupted, timely, secure, or error-free. You agree that your use of, or inability to use, the Services is at your sole risk, and any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such Content by you or any other visitor to the Services, or by anyone who may be informed of any of its Content.

We cannot and do not guarantee or warrant that the Services will be free of viruses or malware. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, virus, malware or other harmful material due to your use of the Services. We expressly disclaim any and all liability for the content or any omissions from this Services, including any inaccuracies, errors, or misstatements in such Content. We are not responsible for any damage to your computer system or loss of data resulting from your use of the Services, or your download of content from the Services.

16.Limitation of Liability

THE LAWS OF CERTAIN JURISDICTIONS, INCLUDING QUEBEC'S CONSUMER PROTECTION ACT, DO NOT ALLOW LIMITATIONS ON THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE BELOW EXCLUSIONS OR LIMITATIONS MIGHT NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EVE OR ANY OF ITS PARENTS, SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTRACTORS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, OR ASSIGNS (COLLECTIVELY, THE "EVE PARTIES") BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, AGGRAVATED, CONSEQUENTIAL, OR SIMILAR DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, GOODWILL, DATA, USE, BUSINESS OPPORTUNITY, CONTRACT, SAVINGS, OR ANTICIPATED BENEFIT, OR FOR ANY COST OF COVER, BUSINESS INTERRUPTION, CLINICAL DELAY, MISDIAGNOSIS, TREATMENT DECISION, BODILY INJURY, EMOTIONAL DISTRESS, OR THIRD-PARTY CLAIM, ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITING THE FOREGOING, THE EVE PARTIES SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, CLAIM, OR LIABILITY ARISING OUT OF OR RELATING TO: (a) ACTS OR OMISSIONS OF THIRD-PARTIES; (b) SPECIMEN COLLECTION, LABELING, TRANSPORT, OR HANDLING; (c) USE OR MISUSE OF RESULTS BY YOU, A PATIENT, A PHYSICIAN, OR ANY OTHER PERSON; (d) YOUR FAILURE TO OBTAIN MEDICAL REVIEW; (e) ANY ALLEGED FAILURE OF A TEST TO DIAGNOSE, RULE OUT, PREDICT, MONITOR, OR GUIDE TREATMENT; (f) SERVICE OUTAGES, DELAYS, OR CYBER EVENTS; OR (g) DE-IDENTIFIED OR AGGREGATED DATA USES PERMITTED UNDER THESE TERMS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EVE PARTIES' TOTAL MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES SHALL NOT EXCEED THE GREATER OF: (I) THE AMOUNT ACTUALLY PAID TO EVE FOR THE SPECIFIC

SERVICE GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM; AND (II) FIFTY CANADIAN DOLLARS (CAD $50.00). THE FOREGOING CAP APPLIES IN THE AGGREGATE AND NOT PER INCIDENT. SOME JURISDICTIONS DO NOT PERMIT CERTAIN LIMITATIONS OF LIABILITY, SO PORTIONS OF THIS SECTION SHALL APPLY ONLY TO THE EXTENT PERMITTED BY LAW. THE ABOVE LIMITATIONS APPLY NOTWITHSTANDING THE FAILURE OF ANY OTHER REMEDY.

17.Indemnification

You agree to defend, indemnify, and hold harmless the Eve Parties from and against any and all claims, actions, demands, proceedings, investigations, liabilities, damages, judgments, settlements, fines, penalties, costs, and expenses, including reasonable legal fees and disbursements, arising out of or relating to: (a) your access to, use of, misuse of, or inability to use the Services; (b) your breach or alleged breach of these Terms or applicable law; (c) information, instructions, authorizations, consents, or materials provided by you; (d) your failure to obtain appropriate medical review or legal authority; (e) any order, request, or specimen submitted by or on behalf of you; (f) your violation of any rights of another person; or (g) any claim brought by a third party, including a patient, provider, institution, payer, or regulator, arising out of the foregoing.

Eve reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you agree to cooperate fully with Eve in the defense of any such matter. This Section applies to the fullest extent permitted by applicable law.

18.Suspension; Termination

Eve may suspend, restrict, terminate, or discontinue your access to the Services, any order, any report-delivery pathway, or any functionality at any time, with or without notice, for convenience or for any reason including suspected breach of these Terms, security concerns, legal concerns, billing issues, misuse, quality concerns, service withdrawal, or operational reasons. Eve shall not be liable to you for any such suspension, restriction, or termination.

Upon termination, all rights granted to you under these Terms will immediately cease, but all provisions that by their nature should survive termination shall survive, including provisions regarding payment obligations, intellectual property, disclaimers, limitations of liability, indemnities, dispute resolution, governing law, survival, and miscellaneous provisions.

19.Governing Law; Jurisdiction

These Terms and any Dispute between us (as defined below), except to the extent such Dispute is governed under another agreement between you and us, shall be governed by and construed in accordance with the laws in the Province of Alberta, without applying its choice-of-law rules.

Subject to the dispute resolution section below, any legal action, suit, or proceeding arising out of or relating to these Terms shall be brought exclusively in the provincial or federal courts located in Calgary, Alberta. Each party consents to the personal jurisdiction and venue of such courts and waives any objection to such jurisdiction based on forum non conveniens or otherwise.

20.Dispute Resolution – Agreement to Arbitrate

Jury Trial Waiver

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THE SERVICE OR THIS AGREEMENT.

Class Waiver

To the maximum extent permitted by applicable law: (i) we each agree that any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis; (ii) neither you nor us will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either

party acts or proposes to act in a representative capacity; and (iii) no proceeding will be combined with another without the prior written consent of all parties to all affected proceedings.

Agreement to Arbitrate

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS OF SERVICE, ALL CLAIMS AND DISPUTES, INCLUDING STATUTORY CLAIMS AND DISPUTES, ARISING OUT OF OR RELATING TO THESE TERMS, YOUR ACCESS TO OR USE OF THE SERVICES, OR ANY GOODS OFFERED OR SOLD BY OR ON BEHALF OF EVE, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY ("**DISPUTE**"), WILL BE FINALLY RESOLVED BY FINAL AND BINDING ARBITRATION BEFORE A SINGLE NEUTRAL ARBITRATOR INSTEAD OF A COURT OR BY A JUDGE OR JURY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS, YOU AND EVE AGREE THAT EACH IS WAIVING THE RIGHT TO SUE IN COURT AND HAVE A TRIAL BY JURY.

Exceptions to Arbitration

Where prohibited by applicable law, the agreement to arbitrate does not apply to: (i) any claim within the jurisdiction of a small claims court consistent with the jurisdictional and dollar limits that may apply, as long as it is an individual dispute and not a class action; and (ii) any dispute relating to the ownership or enforcement of intellectual property rights. Nothing in this Section precludes a party from seeking injunctive relief in aid of arbitration from a court of competent jurisdiction.

Good Faith Negotiations

Before commencing an arbitration, you agree to inform us of the nature of the claim, material facts sufficient to assess the merits of the claim, and the relief you seek by sending an email to admin@evetechnologies.com, so stating. We will send any notice of a Dispute to you at the contact information we have available for you. You and Eve will attempt to resolve the dispute through informal negotiation within sixty (60) days beginning from the date the notice of a Dispute is sent. This informal negotiation requires an individual meet-and-confer in person, or via teleconference or videoconference, that addresses only the Dispute between you and us. After the end of the sixty (60) day informal negotiation period and not before, and only after the completion of the informal negotiation, you or we may commence an arbitration proceeding regarding the Dispute.

Arbitration Rules

Any arbitration between you and us shall be resolved in binding arbitration conducted before a single arbitrator under the Canadian Arbitration Association (CAA) Arbitration Rules. The CAA Arbitration Rules and filing forms are available online at https://canadianarbitrationassociation.ca/ or by contacting us. The arbitrator has exclusive authority to resolve any Dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement. Any relief awarded in arbitration cannot affect other users and will be kept confidential.

The language of the arbitration will be English. Such arbitration shall be conducted in Calgary, Alberta, Canada. Oral hearing need not be held. Unless the arbitration is conducted solely through the presentation of written materials, the arbitrator shall allow parties and witnesses to participate via video conference or other remote attendance technologies, unless the arbitrator determines that doing so would substantially prejudice the rights of a party. The parties consent to having the arbitrator utilize proprietary artificial intelligence software owned and operated by the CAA to assist in summarizing the parties' evidence and submissions. Any data collected through the use of artificial intelligence will remain confidential. The Arbitral Tribunal must select its award from one of the final offers made by each of the parties, in its entirety and without modification. The Arbitral Tribunal need not provide detailed reasons for its award (Final Offer Selection Arbitration). You agree that the arbitrator's award may be entered in any court of competent jurisdiction. There will be no appeal from the decision of the Arbitral Tribunal on questions of fact, law, or mixed fact and law. ***You understand that, to the maximum extent permitted by applicable law, this provision means that you will not be entitled to a jury trial in any dispute with us.***

ANY LEGAL ACTION BROUGHT BY YOU AGAINST EVE MUST BE COMMENCED WITHIN TWO (2) YEARS OF THE DATE ON WHICH SUCH LEGAL CLAIMS WOULD ORDINARILY ACCRUE UNDER THE APPLICABLE STATUTE OF LIMITATIONS OR SIMILAR TEMPORAL DEADLINE FOR COMMENCING A LEGAL ACTION. You and we also agree that, to the maximum extent permitted by law, neither you nor we shall be entitled to recover any punitive or exemplary damages, regardless of the nature of the dispute between us.

Opt-Out

If you wish to opt out of this agreement to arbitrate, you must, within forty-five (45) days of first using the Services, send a letter stating "Request to Opt-Out of Arbitration Agreement" to: [mailing address where legal department can receive mail]. If you opt out of this agreement to arbitrate, all other parts of these Terms will still apply to you. This opt-out does not apply to the class action waiver or the jury trial waiver in this section, and it does not apply to future agreements to arbitrate between you and us.

Modifications

If we modify this agreement to arbitrate, you may reject that change by sending us written notice within thirty (30) days of our posting of the change, in which case you must stop using the Services.

Enforceability

IF ANY OF THE TERMS OF THIS SECTION 20 TO ARBITRATE, INCLUDING THE JURY TRIAL WAIVER, CLASS ACTION WAIVER, OR AGREEMENT TO ARBITRATE, IS DEEMED INVALID OR UNENFORCEABLE BY APPLICABLE LAW OR A COURT OF COMPETENT JURISDICTION, SUCH TERMS WILL NOT APPLY.

21.Notices; Contact Information

Eve may provide notices to you by posting through the Services, by email, , or by any other contact information you have provided. You are responsible for keeping your contact information current. Notices from you to Eve must be sent to the contact information designated by Eve for legal or customer-service notices and will be deemed given only when actually received by Eve.

22.Miscellaneous

These Terms constitute the entire agreement between you and Eve regarding the subject matter hereof and supersede all prior or contemporaneous understandings, whether oral or written, except for any separate written agreement executed by an authorized officer of Eve. If any provision of these Terms is held unlawful, void, or unenforceable, that provision shall be severed and the remaining provisions shall remain in full force and effect. No waiver by Eve of any breach or default shall be deemed a waiver of any preceding or subsequent breach or default. You may not assign, transfer, delegate, or sublicense these Terms or any rights or obligations hereunder without Eve's prior written consent. Eve may assign these Terms without notice to you. Headings are for convenience only and do not affect interpretation.

In the event of a conflict between these Terms and a separately executed written agreement between you and Eve signed by an authorized officer of Eve, the signed written agreement will control to the extent of the conflict with respect to the specific subject matter addressed therein.

23.Contact Us

If you have any questions about the Services, please contact us at:

Eve Technologies Corporation

119 14th Street NW #100

Calgary, Alberta, Canada

T2N 1Z6

admin@evetechnologies.com