

VIVA LONGER LLC

EARLY ACCESS AGREEMENT, ASSUMPTION OF RISK, RELEASE OF LIABILITY, COVENANT NOT TO SUE, AND BINDING ARBITRATION AGREEMENT

Version 2026-08-17

PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE SIGNING. THIS IS A LEGALLY BINDING CONTRACT THAT AFFECTS YOUR LEGAL RIGHTS. IT INCLUDES AN ASSUMPTION OF RISK, A RELEASE OF LIABILITY, A COVENANT NOT TO SUE, A LIMITATION OF LIABILITY, A WAIVER OF CLASS ACTIONS, AND A REQUIREMENT THAT NEARLY ALL DISPUTES BE RESOLVED BY INDIVIDUAL BINDING ARBITRATION RATHER THAN IN COURT BEFORE A JUDGE OR JURY.

YOU ARE NOT REQUIRED TO SIGN THIS AGREEMENT AND YOU ARE NOT REQUIRED TO USE THE SERVICE. IF YOU DO NOT AGREE WITH ANY PART OF THIS AGREEMENT, DO NOT SIGN IT AND DO NOT USE THE SERVICE. YOU ARE ENCOURAGED TO CONSULT AN ATTORNEY AND YOUR PHYSICIAN BEFORE SIGNING.

1. Parties and Effective Date

This Early Access Agreement (this "**Agreement**") is entered into by and between **Viva Longer LLC**, a limited liability company ("**Viva**," "**Company**," "**we**," "**us**," or "**our**"), and the individual identified in the signature block below ("**you**" or "**Participant**"). This Agreement is effective as of the date you sign it (the "**Effective Date**").

2. Description of the Service

Viva offers an invite-only, early-access consumer wellness and longevity information platform, including the Viva website, mobile applications, dashboards, reports, scores, artificial-intelligence and large-language-model features, data import and integration features, and all related content, tools, and functionality (collectively, the "**Service**").

The Service aggregates and displays information you provide or authorize us to import — including laboratory results, wearable and health-device metrics, electronic health record data, and self-reported information — and generates informational summaries, estimates, scores, and general educational content.

3. Voluntary Participation; No Obligation

You acknowledge and agree that:

(a) Your access to and use of the Service is entirely **voluntary**.

(b) The Service is **not necessary** for your health, safety, medical care, or well-being, and no aspect of your health care depends on it.

(c) You are under **no obligation** to sign this Agreement or to use the Service, and reasonable alternatives exist, including obtaining information and care directly from licensed healthcare providers.

(d) You may stop using the Service at any time, and Viva may suspend, limit, modify, or terminate the Service or your access at any time, for any reason or no reason, with or without notice, without liability to you.

(e) You are entering into this Agreement freely, knowingly, and voluntarily, without duress, coercion, or reliance on any statement not expressly set forth in this Agreement.

4. NOT MEDICAL CARE — NO PROVIDER-PATIENT RELATIONSHIP

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

(a) Viva is **NOT** a healthcare provider, medical practice, hospital, clinic, clinical laboratory, pharmacy, medical device manufacturer, health plan, or insurer.

(b) The Service does **NOT** provide medical advice, medical opinions, diagnosis, treatment, prescriptions, clinical recommendations, medical monitoring, triage, emergency services, or professional healthcare of any kind.

(c) No physician-patient, clinician-patient, therapist-patient, or other professional or fiduciary relationship is created between you and Viva or any of its personnel by this Agreement or by your use of the Service.

(d) Nothing displayed by the Service — including any score, estimate, biological age, range, flag, chart, trend, summary, insight, notification, or AI-generated output — is a medical determination and none of it should be interpreted as such.

(e) The Service is for general informational and educational purposes only.

(f) **YOU MUST ALWAYS CONSULT A LICENSED PHYSICIAN OR OTHER QUALIFIED HEALTHCARE PROVIDER** regarding any medical condition, symptom, test result, medication, supplement, diet, exercise program, or health decision. **NEVER DISREGARD, AVOID, OR DELAY OBTAINING PROFESSIONAL MEDICAL ADVICE BECAUSE OF ANYTHING YOU HAVE READ, SEEN, OR RECEIVED THROUGH THE SERVICE.**

(g) **IF YOU BELIEVE YOU ARE EXPERIENCING A MEDICAL EMERGENCY, CALL 911 OR YOUR LOCAL EMERGENCY NUMBER IMMEDIATELY OR GO TO THE NEAREST EMERGENCY DEPARTMENT. DO NOT USE THE SERVICE FOR EMERGENCIES. THE SERVICE IS NOT MONITORED AND NO ONE AT VIVA IS WATCHING YOUR DATA IN REAL TIME OR WILL RESPOND TO ANY CONDITION, RESULT, VALUE, OR MESSAGE.**

5. Early Access / Pre-Release Nature

You acknowledge that the Service is offered on an **early-access, pre-release, evolving basis**; that it may be incomplete, experimental, or unstable; that features may change or be removed; that it may contain defects, errors, interruptions, downtime, or data loss; and that it has **not** been validated, cleared, or approved by the U.S. Food and Drug Administration or any other regulatory authority as a medical device or diagnostic.

6. ASSUMPTION OF RISK

You knowingly, freely, and voluntarily assume all risks — known and unknown, foreseeable and unforeseeable — arising out of or relating in any way to your access to or use of the Service, including but not limited to:

(a) Inaccurate, incomplete, outdated, corrupted, mismatched, duplicated, misattributed, or missing data, including laboratory values, reference ranges, units of measure, biomarker identities, dates, and records imported from laboratories, health systems, electronic health records, wearables, devices, files, or third-party sources;

(b) Errors, inaccuracies, "hallucinations," omissions, bias, or misleading output from artificial intelligence, machine learning, or large-language-model features, which generate text probabilistically and **may be wrong, incomplete, outdated, internally inconsistent, or inapplicable to you**;

(c) Inaccurate, inapplicable, or misinterpreted scores, estimates, ranges, trends, flags, or algorithmic outputs, including any longevity score, biological-age estimate, or risk-related indicator, which are **estimates based on general population models and are not diagnostic, predictive, or individualized medical assessments**;

(d) Failure of the Service to detect, flag, surface, warn of, or alert you to any condition, abnormality, deterioration, trend, out-of-range value, or risk, including any life-threatening one;

(e) Actions or inactions you take or refrain from taking in reliance on the Service, including any change to or delay in seeking medical care, testing, screening, treatment, medication, supplementation, diet, fasting, exercise, or lifestyle;

(f) Physical injury, illness, worsening of a condition, disability, emotional distress, anxiety, financial loss, or death arising from any of the foregoing;

(g) Service interruption, unavailability, defect, delay, data loss, or corruption; and

(h) Unauthorized access to, disclosure of, or loss of your data, notwithstanding commercially reasonable security measures, given that no system can be guaranteed secure.

YOU ASSUME FULL AND SOLE RESPONSIBILITY FOR ALL DECISIONS YOU MAKE AND ALL ACTIONS YOU TAKE OR FAIL TO TAKE IN CONNECTION WITH THE SERVICE, AND FOR ALL CONSEQUENCES OF THOSE DECISIONS AND ACTIONS.

7. Your Representations and Responsibilities

You represent, warrant, and covenant that:

- (a) You are at least **18 years of age** and have full legal capacity to enter into this Agreement;
- (b) You are using the Service **for yourself** and not on behalf of any other person, and you will not enter another person's information without lawful authority;
- (c) You will **not** use the Service as a substitute for professional medical care, and you will independently verify with a licensed healthcare provider any information before acting on it;
- (d) You will maintain your relationship with your own healthcare providers and continue all care, screening, and medication as directed by them;
- (e) All information you provide is accurate and you have the right to provide it; and
- (f) You will comply with the Viva Terms of Service, Privacy Policy, and Consumer Health Data Privacy Policy, each of which is incorporated into this Agreement by reference.

8. DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND ALL CONTENT, DATA, AND OUTPUT ARE PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS," WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE.

VIVA AND THE RELEASED PARTIES (AS DEFINED BELOW) EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, RELIABILITY, TIMELINESS, QUIET ENJOYMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

WITHOUT LIMITING THE FOREGOING, VIVA DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, SECURE, ERROR-FREE, ACCURATE, COMPLETE, CURRENT, OR FIT FOR ANY HEALTH-RELATED PURPOSE, OR THAT ANY DEFECT WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM VIVA CREATES ANY WARRANTY NOT EXPRESSLY STATED HERE.

9. RELEASE OF LIABILITY AND COVENANT NOT TO SUE

(a) Released Parties. "Released Parties" means Viva Longer LLC and each of its past, present, and future parents, subsidiaries, affiliates, predecessors, successors, and assigns, and each of their respective members, managers, officers, directors, employees, contractors, consultants, agents, advisors, investors, licensors, suppliers, service providers, and insurers.

(b) Release. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY FULLY AND FOREVER RELEASE, ACQUIT, WAIVE, AND DISCHARGE THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, SUITS, LIABILITIES, DAMAGES, LOSSES, COSTS, AND EXPENSES OF EVERY KIND AND NATURE — WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, DISCLOSED OR UNDISCLOSED, ACCRUED OR UNACCRUED, IN LAW OR IN EQUITY, INCLUDING CLAIMS FOR NEGLIGENCE, PERSONAL INJURY, BODILY INJURY, ILLNESS, EMOTIONAL DISTRESS, WRONGFUL DEATH, PROPERTY DAMAGE, ECONOMIC LOSS, AND CONSUMER PROTECTION CLAIMS — ARISING OUT OF OR RELATING IN ANY WAY TO THE SERVICE, THIS AGREEMENT, OR YOUR ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) THE SERVICE.

(c) Covenant Not to Sue. YOU COVENANT AND AGREE THAT YOU WILL NOT FILE, COMMENCE, PROSECUTE, MAINTAIN, INTERVENE IN, PARTICIPATE IN, OR VOLUNTARILY ASSIST ANY LAWSUIT, ACTION, CLASS ACTION, COLLECTIVE ACTION, REPRESENTATIVE ACTION, OR OTHER PROCEEDING IN ANY COURT AGAINST ANY RELEASED PARTY BASED ON ANY CLAIM RELEASED ABOVE OR OTHERWISE SUBJECT TO THE ARBITRATION AGREEMENT IN SECTION 13. This covenant does not prohibit you from initiating an individual arbitration as provided in Section 13, from participating in a proceeding as required by law or valid legal process, or from exercising any right that cannot lawfully be waived.

(d) Waiver of Unknown Claims — California Civil Code § 1542. You expressly waive and relinquish all rights and benefits of California Civil Code § 1542 and any similar law of any jurisdiction. Section 1542 reads:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

You acknowledge that you may later discover facts different from or in addition to those you now know or believe to be true, and you nonetheless intend this release to be a **full and final general release** of all released claims.

(e) Binding on Successors. This release and covenant not to sue bind you and your heirs, executors, administrators, personal representatives, spouse, next of kin, assigns, and any person or entity claiming by, through, or under you, including in any wrongful-death or survival action.

(f) Limits Required by Law. Nothing in this Agreement releases, limits, or waives any liability, right, or remedy that cannot lawfully be released, limited, or waived under applicable law — including, where applicable, liability for fraud, willful injury to the person or property of another, or violation of law, whether willful or negligent, within the meaning of California Civil Code § 1668. Every other provision of this Agreement remains in full force to the maximum extent permitted.

10. LIMITATION OF LIABILITY

(a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ANY RELEASED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, GOODWILL, BUSINESS OPPORTUNITY, OR FOR PERSONAL INJURY, EMOTIONAL DISTRESS, OR COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR RELATING TO THE SERVICE OR THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY — CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, STATUTE, OR OTHERWISE — EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

(b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL AGGREGATE LIABILITY OF THE RELEASED PARTIES FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE SERVICE OR THIS AGREEMENT WILL NOT EXCEED THE GREATER OF (i) THE TOTAL AMOUNT YOU ACTUALLY PAID VIVA FOR THE SERVICE IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (ii) ONE HUNDRED U.S. DOLLARS (US \$100.00).

(c) You acknowledge that these limitations are a **fundamental basis of the bargain** and that Viva would not provide access to the Service without them.

11. Indemnification

You agree to defend, indemnify, and hold harmless the Released Parties from and against any and all claims, liabilities, damages, judgments, awards, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) your access to or use of the Service; (b) your breach of this Agreement or of the Terms of Service; (c) your violation of any law or of the rights of any third party; (d) any information you submit or authorize to be imported; or (e) any claim brought by a third party — including any family member, heir, healthcare provider, or estate — arising from your use of the Service.

12. Informal Dispute Resolution (Required First Step)

Before initiating arbitration, you agree to first send a written **Notice of Dispute** to **legal@vivalonger.com** describing the claim and the relief sought, and to engage in good-faith informal discussions for at least **sixty (60) days**. This is a **condition precedent** to arbitration. Any statute of limitations is tolled during this period.

13. BINDING INDIVIDUAL ARBITRATION; CLASS ACTION WAIVER; JURY TRIAL WAIVER

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS HOW DISPUTES ARE RESOLVED AND LIMITS YOUR RIGHTS.

(a) Agreement to Arbitrate. Except as expressly stated in Section 13(f), **any and all disputes, claims, or controversies arising out of or relating in any way to the Service, this Agreement, the Terms of Service, or your relationship with Viva — including the validity, enforceability, scope, or arbitrability of this Agreement — will be resolved exclusively by FINAL AND BINDING INDIVIDUAL ARBITRATION, and NOT in a court of law.** This includes claims that arose before the Effective Date and claims that may arise after termination.

(b) Rules and Forum. Arbitration will be administered by **JAMS** under its **Comprehensive Arbitration Rules and Procedures** then in effect, before a single neutral arbitrator, conducted in English. The seat and venue will be **San Francisco, California**, provided that if you are an individual consumer, you may elect that any in-person hearing take place in the county of your residence, or that the arbitration be conducted by telephone, videoconference, or on written submissions.

(c) Federal Arbitration Act. This Agreement evidences a transaction involving interstate commerce, and the **Federal Arbitration Act (9 U.S.C. § 1 et seq.)** governs the interpretation and enforcement of this arbitration agreement. The arbitrator's award is final and binding and may be entered as a judgment in any court of competent jurisdiction.

(d) CLASS ACTION AND REPRESENTATIVE ACTION WAIVER. YOU AND VIVA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE PROCEEDING. The arbitrator may not consolidate more than one person's claims or preside over any form of class or representative proceeding, and may award relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **If this subsection (d) is found unenforceable as to any claim or request for relief, then that claim or request for relief — and only that one — shall be severed and litigated in court, and the remainder shall proceed in arbitration.**

(e) JURY TRIAL WAIVER. YOU AND VIVA EACH KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY AND ANY RIGHT TO HAVE A DISPUTE DECIDED BY A JUDGE OR JURY IN COURT.

(f) Limited Exceptions. Either party may **(i)** bring an individual action in small-claims court for a claim within that court's jurisdiction, and **(ii)** seek temporary or preliminary injunctive relief in a court of competent jurisdiction to protect intellectual property or confidential information pending arbitration. Nothing in this Agreement prevents you from reporting concerns to, or cooperating with, any government agency or regulator.

(g) Batch Arbitration. If twenty-five (25) or more similar claims are asserted against Viva by or with the assistance of the same or coordinated counsel, the parties agree that the claims will be administered in sequential batches of no more than fifty (50), with a single arbitrator per batch, and that all limitations periods are tolled for claims awaiting a batch.

(h) Right to Opt Out of Arbitration. You may opt out of this Section 13 by sending written notice to legal@vivalonger.com within thirty (30) days after the Effective Date, stating your

name, email address, and an unambiguous statement that you wish to opt out of arbitration. Opting out will not affect any other provision of this Agreement, and it will not affect your access to the Service. If you do not opt out within thirty (30) days, you are bound by this Section 13.

(i) Survival and Severability. This Section 13 survives termination of this Agreement and of your use of the Service. If any portion other than subsection (d) is found unenforceable, it shall be severed and the remainder enforced.

14. Limitation Period

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM ARISING OUT OF OR RELATING TO THE SERVICE OR THIS AGREEMENT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CLAIM ACCRUES, OR IT IS PERMANENTLY BARRED.

15. Governing Law

This Agreement is governed by the laws of the **State of California**, without regard to its conflict-of-laws rules, except that the Federal Arbitration Act governs Section 13. If any matter proceeds in court notwithstanding Section 13, the exclusive venue is the state and federal courts located in the City and County of San Francisco, California, and you consent to personal jurisdiction there.

16. General Provisions

(a) Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable, or if modification is not possible, severed; **all remaining provisions remain in full force and effect**, and the parties intend that each disclaimer, release, waiver, and limitation be enforced to the fullest extent permitted by law.

(b) Entire Agreement. This Agreement, together with the Viva Terms of Service, Privacy Policy, and Consumer Health Data Privacy Policy (each incorporated by reference), constitutes the entire agreement between you and Viva regarding its subject matter and supersedes all prior or contemporaneous understandings. In the event of a direct conflict regarding the subject matter of this Agreement, this Agreement controls.

(c) No Waiver. No failure or delay by Viva in exercising any right constitutes a waiver of that right.

(d) Assignment. You may not assign this Agreement. Viva may assign it freely, including in connection with a merger, acquisition, or sale of assets.

(e) Survival. Sections 4, 6, 8, 9, 10, 11, 12, 13, 14, 15, and 16 survive termination or expiration of this Agreement and any termination of your access to the Service.

(f) Interpretation. This Agreement shall **not** be construed against Viva as drafter. Headings are for convenience only. "Including" means "including without limitation."

(g) Electronic Signature. You agree that an electronic, scanned, photographed, or digital signature, and delivery by email, has the same legal effect as an original ink signature and constitutes a valid, binding, and enforceable execution of this Agreement under the E-SIGN Act and applicable state law.

17. ACKNOWLEDGMENT

BY SIGNING BELOW, I ACKNOWLEDGE AND AGREE THAT:

- 1. I have **read this entire Agreement**, I understand it, and I have had the opportunity to consult an attorney and my physician about it.
- 2. I understand that **Viva is not a healthcare provider** and that the Service **does not provide medical advice, diagnosis, or treatment**.
- 3. I understand that I am **voluntarily assuming all risks** described in Section 6, **including the risk of serious injury, illness, and death**.
- 4. I understand that I am **giving up substantial legal rights**, including the right to sue in court, the right to a jury trial, and the right to participate in a class action.
- 5. I understand that I am **releasing the Released Parties from liability, including for their own negligence**, to the maximum extent permitted by law.
- 6. **No one has required me to sign this Agreement**. I am signing it **freely and voluntarily**, and I understand I may simply decline and not use the Service.

SIGNATURE

Field	Entry
Full legal name (print)	
Email address used to request access	
Date of birth (confirming 18+)	
Signature	
Date signed	

Return instructions: Print this document, sign it, then email the signed copy to **legal@vivalonger.com** from the same email address you used to request access. You will receive an invite code after review.

Version 2026-08-17. Retain a copy for your records.