

AUGMENTAL TECHNOLOGIES INC.
PRODUCT TERMS OF USE

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and Augmental Technologies Inc. ("Company", "we", "us", or "our"), concerning your purchase and use of our product the MouthPad^ and accessories, including our Wireless Charging Case, Software, App, and anything else included with the purchase of a MouthPad^ (collectively, the "Product"). You agree that by purchasing, acquiring, and/or using our Products, you have read, understood, and agreed to be bound by all of these Terms of Use. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM PURCHASING, ACQUIRING OR USING OUR PRODUCTS AND YOU MUST DISCONTINUE USE IMMEDIATELY.

You represent and warrant that you have the right, authority, and capacity to accept and agree to this Terms of Use and are of sufficient legal age in your jurisdiction or residence to enter into this Terms of Use and to purchase and use the Augmental Products. "You" and "your" refer to the person entering into this Terms of Use, or if you are entering into this Terms of Use on behalf of a family member, employer, company, organization, or other entity, then (i) all references to "You" herein include you and that entity, (ii) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to this Terms of Use, and (iii) you agree to this Terms of Use on the entity's behalf.

This Terms of Use covers Your use of the Augmental product(s) (hardware and/or software) that accompanies this Terms of Use, which may include associated media, printed materials, and online or electronic documentation. This Terms of Use also facilitate Augmental's receipt of qualitative feedback from customers regarding the products, which is critical for Augmental for further product development. This Terms of Use consists of the terms and conditions set forth below and any other exhibits or attachments referenced hereto, all of which are incorporated herein by reference (collectively, the "Terms of Use").

1. DEFINITIONS

(a) "**Products**" shall mean the MouthPad^ Kit (including any Updates thereto) and the media and Documentation provided by Augmental to You. Products may include Software and/or Hardware, both as defined below.

(b) "**Documentation**" shall mean the printed or online written reference material furnished to You in conjunction with the Products, including, without limitation, instructions, and user guides.

(c) "**Hardware**" shall mean any Augmental hardware appliance products sold to You pursuant to these Terms of Use, if any.

(d) "**Intellectual Property Rights**" shall mean all intellectual property rights, including, without limitation, patent, copyright, trademark, and trade secret.

(e) "**Limited Warranty**" shall mean the Augmental One (1) Year Limited Warranty set forth at <https://www.augmental.tech/warranty> by which the Products are covered under.

(f) **“Open Source Software”** means various open source software components of the Software that are licensed to You under the terms of the applicable license agreements included with such open source software components or other materials for the Software.

(g) **“Dental Scan”** means a 3D scan of the mouth as required by Augmental at <https://augmental.notion.site/I-Purchased-the-MouthPad-Now-What-12293fbbf83e81538a72f5d39ac1edbc>.

(h) **“Software”** shall mean the applicable Augmental software products licensed to you for nonproduction or in-production evaluation purposes pursuant to these Terms of Use.

(i) **“Updates”** shall mean a modification, error correction, bug fix, new release, or other update to or for any Hardware or Software component.

2. INTRODUCTION

Although the Augmental website is accessible worldwide, the Products offered on the Augmental website are not designed and tested for use in all countries. If you choose to access the Augmental website and/or use the Products, you choose to do so on your own initiative and you are solely responsible for complying with applicable local laws in your country. You understand and accept that the Augmental website, the Products, and any related services are not designed for use in all countries and some or all of the features of the Augmental website, Products, and any related services may not work or be appropriate for use in all countries.

3. LICENSE GRANT, USE AND OWNERSHIP

(a) **Limited License.** Subject to the terms and conditions of these Terms of Use, Augmental grants You a non-exclusive, nontransferable license (without the right to sublicense) (i) to use the Software in accordance with the Documentation solely for use of the Products; (ii) to use the Documentation provided with the Software in support of Your authorized use of the Software; and (iii) to copy the Software for archival or backup purposes, provided that all titles and trademarks, copyright, and restricted rights notices are reproduced on such copies. Nothing in this limited license permits You to modify the Software.

(b) **Feedback.** Feedback and other information which is provided by You to Augmental in connection with the Products or these Terms of Use may be used by Augmental to improve or enhance its products and, accordingly, You grant Augmental a non-exclusive, perpetual, irrevocable, royalty-free, worldwide right and license to use, reproduce, disclose, sublicense, distribute, modify, and otherwise exploit such feedback and information you provide to Augmental regarding the Products. Notwithstanding the foregoing, any personally identifiable information or biometric data included in or derived from your feedback shall be collected, used, and retained solely in accordance with Augmental's Privacy Policy and applicable law, and shall not be subject to the license granted in this Section 3(b).

(c) **Restrictions.** You shall not copy or use the Products (including the Documentation) or disseminate Confidential Information, as defined below, to any third party except as expressly permitted in these Terms of Use. You will not, and will not permit any third party to, sublicense, rent, copy, modify, create derivative works of, translate, reverse engineer, decompile, disassemble, or otherwise reduce to human perceivable form any Software or accompanying Documentation. In no event shall You use the Products for Your product development or any

other commercial purpose. The Products and all performance data and test results, including without limitation, benchmark test results (collectively “Performance Data”), relating to the Products are the Confidential Information of Augmental, and will be treated in accordance with the terms of Section 4 of these Terms of Use. Accordingly, You will not publish or disclose to any third party any Performance Data relating to the Products.

(d) **Ownership.** Augmental shall own and retain all right, title and interest in and to the Intellectual Property Rights in the Products and any derivative works thereof, subject only to the limited license expressly set forth in Section 2(a) hereof. You do not acquire any other rights, express or implied, in the Products. ALL RIGHTS NOT EXPRESSLY GRANTED HEREUNDER ARE RESERVED TO AUGMENTAL.

(e) **No Support Services.** Augmental is under no obligation to support the Products in any way or to provide any Updates to You. In the event Augmental, in its sole discretion, supplies any Update to You, such Update shall be deemed Software hereunder and shall be subject to the terms and conditions of these Terms of Use.

(f) **Hardware Products.** For any Hardware sold or otherwise provided to you under these Terms of Use, the following additional terms shall apply:

(i) You will provide accurate ship-to addresses, contacts, emails, phone numbers, for delivery of the Hardware.

(ii) You will maintain the Hardware in good working condition, reasonable wear and tear excepted.

(iii) You will not use the Hardware in any manner other than as instructed by Augmental.

(iv) You will not tamper with, disassemble, de-compile, reverse engineer, or otherwise modify the Hardware without Augmental's prior written consent.

(v) Only you should use the hardware assigned to you as it is custom-made to your dental scan.

(vi) The Hardware must be kept out of the reach of children and anyone else who may not be able to read or understand the label or instructions.

(vii) If any Hardware fails to function as intended or otherwise breaks (“Damaged Hardware”), Augmental may request that the Damaged Hardware be returned to Augmental. Augmental will bear the cost of return shipping for Damaged Hardware covered under the Limited Warranty.

(g) **Open Source Software.** The terms and conditions of these Terms of Use shall not apply to any Open Source Software accompanying the Products. Any such Open Source Software is provided under the terms of the open source license agreement or copyright notice accompanying such Open Source Software.

4. AVAILABILITY

All Products offered on the Augmental website are subject to availability. We reserve the right to impose quantity limits on any order, to reject all or part of an order, and to discontinue offering certain Products without prior notice.

To the extent permitted under applicable laws, we make no representations, warranties, or conditions as to the completeness, accuracy, reliability, validity or timeliness of any listings, descriptions or images (including, without limitation, any features and specifications such as weights and sizes) for any Products available through the Augmental website. Such information and the availability of any Product (including, without limitation, the validity of any coupon or discount) are subject to change at any time without notice. We make reasonable efforts to accurately display the attributes of Products, including the applicable colors, however the actual colors you see on the Augmental website will depend on your computer system, and we cannot guarantee that your computer will accurately display such colors. It is your responsibility to understand and comply with all applicable local, state, federal and foreign laws (including minimum age requirements) regarding the purchase, possession and use of any Product.

5. PRICING

Prices are stated in United States Dollars. Your total price for Products will include the price of the Products in your order plus any applicable sales tax and shipping charges, less any discounts offered. We reserve the right to change prices at any time, but changes will not affect any order for Products you have already placed prior to the change in price. We do not provide price protection or refunds in the event of a price drop or promotional offering. In the event that a Product is listed at an incorrect price on the Augmental website due to typographical error or error in pricing information received from our suppliers, we reserve the right to refuse or cancel any orders placed for the Product listed at the incorrect price. We reserve the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit or debit card charged. If your credit or debit card has already been charged for the purchase and your order is canceled, we will promptly issue a credit to your credit or debit card account in the amount of the incorrect price paid.

6. PAYMENT

Any payment terms presented to you in the process of purchasing your Products are deemed part of these Terms of Use and are incorporated herein by reference. For all orders, Augmental calculates and charges sales tax in accordance with applicable laws. By providing a credit card or other payment method accepted by Augmental, you represent and warrant that you are authorized to use the designated payment method and that you authorize us (or our Payment Processor (as defined below)) to charge your payment method for the total amount of your order (including any applicable taxes and other charges). If the payment method you provide cannot be verified, is invalid or is otherwise not acceptable, your order may be suspended or cancelled. You must resolve any payment problem we encounter in order to proceed with your order.

We may collect payments for the Products from you directly or we may use a third-party payment processor ("Payment Processor") to bill you through a payment account selected by you at checkout or linked to your Account. The processing of payments by a Payment Processor

will be subject to the terms, conditions and privacy policies of such Payment Processor in addition to these Terms of Sale. We are not responsible for any errors by a Payment Processor. By choosing to purchase a Product, you agree to pay us, either directly or through a Payment Processor, all amounts for the applicable order in accordance with the applicable payment terms and you authorize us, through a Payment Processor, to charge your chosen payment provider (your "Payment Method"). You agree to make payment using your selected Payment Method. We reserve the right to correct any errors or mistakes that we or a Payment Processor make even if we or a Payment Processor have already requested or received payment.

The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method. If we, through a Payment Processor, do not receive payment from you, you agree to pay all amounts due for your order and/or on your Account upon demand.

7. RESALE AND TITLE TRANSFER

Purchases made on the Augmental website are intended for end users only and are not authorized for resale. We reserve the right to refuse or cancel your order if we suspect you are purchasing Products for resale. Title for Products purchased from the Augmental website passes to the purchaser at the time of delivery by Augmental to the freight carrier, but Augmental and/or the freight carrier will be responsible for any Product loss or damage that occurs when the Product is in transit to you. Title for Products purchased from an Authorized Reseller passes to the purchaser at the time of purchase.

You represent and warrant that you are purchasing the Augmental Products for your own use and not for resale or distribution. You agree, under these Terms and Conditions, to not sell, distribute, convey or otherwise transfer any Augmental Products without the express written consent of Augmental.

8. SHIPPING AND DELIVERY

For purchases made on the Augmental website, our delivery charges and methods are as described on our website. The estimated arrival or delivery date is not a guaranteed delivery date for your order, and you agree that we are not liable for late deliveries. Refused deliveries will be returned to our warehouse. It may take up to 45 days for the returned items to be identified as refused and processed for a refund.

Each MouthPad^ is custom fitted to the End User's dental scan and as such fulfillment of orders is dependent upon our receipt of a suitable dental scan compliant with our requirements.

9. RETURNS FOR REFUND

If you are not satisfied with your MouthPad^ Kit, you may request a refund only before Augmental has received your Dental Scan, or within fifteen (15) days of the date of purchase, whichever occurs first. Once Augmental has received your Dental Scan, or once fifteen (15) days have elapsed from the date of purchase, whichever occurs first, your order is no longer eligible for any refund or return.

Because each MouthPad^ is custom-fitted to your Dental Scan and manufactured specifically for you, and except for the limited refund right described in this Section 9, all sales are final. After the applicable cutoff described above, orders may not be cancelled. Augmental does not offer any returns or refunds beyond the Limited Warranty. Your sole and exclusive remedy with respect to the Products following the cutoff described above is as expressly set forth in the Augmental One (1) Year Limited Warranty located at <https://www.augmental.tech/warranty>.

To request a refund under this Section 9, you must contact Augmental at contact@augmental.tech before the applicable cutoff described above. Any approved refund will be issued to the original payment method used for the purchase.

10. COMPATIBILITY

Other products sold through the Augmental website are the only items compatible with the Products. You agree that lack of compatibility does not constitute a defect giving rise to a claim under our Limited Warranty set forth at <https://www.augmental.tech/warranty>. Furthermore, you will be solely responsible for damage resulting to your Product, and any other peripherals, accessories, or apparel used in conjunction with the Product, due to your use of any product or service that is not compatible with the Product.

11. CONFIDENTIALITY

(a) "Confidential Information" shall mean all trade secrets, know-how, inventions, techniques, processes, algorithms, software programs, hardware, schematics, planned product features, functionality, methodology, performance and software source documents relating to the Products, and other information provided by Augmental, whether disclosed orally, in writing, or by examination or inspection, other than information which You can demonstrate (i) was already known to You, other than under an obligation of confidentiality, at the time of disclosure; (ii) was generally available in the public domain at the time of disclosure to You; (iii) became generally available in the public domain after disclosure other than through any act or omission by You; (iv) was subsequently lawfully disclosed to You by a third party without any obligation of confidentiality; or (v) was independently developed by You without use of or reference to any information or materials disclosed by Augmental or its suppliers. Confidential Information shall include without limitation the Products, Documentation, Performance Data, any Updates, information relating to Augmental products, product roadmaps, and other

technical, business, financial and product development plans, forecasts and strategies. You shall not use any Confidential Information for any purpose other than as expressly authorized under these Terms of Use. In no event shall You use the Products or any Confidential Information to develop, manufacture, market, sell, or distribute any product or service. In no event shall You disclose any Confidential Information to any third party. Without limiting the foregoing, You shall use at least the same degree of care that it uses to prevent the disclosure of its own confidential information of like importance, but in no event less than reasonable care, to prevent the disclosure of such Confidential Information.

(b) Your identity will not be disclosed except as authorized by you or as required by law. However, there is always some risk that even coded information might be re-identified. Absolute confidentiality cannot be guaranteed. You may withdraw or take away your permission to use and disclose your information at any time.

12. LIMITED WARRANTY: DISCLAIMER AND RELEASE

The Products are covered under the Augmental One (1) Year Limited Warranty set forth at <https://www.augmental.tech/warranty> (the “Limited Warranty”)

EXCEPT FOR AS EXPRESSLY SET FORTH IN THE LIMITED WARRANTY, TO THE EXTENT PERMITTED UNDER APPLICABLE LAWS (INCLUDING, WITHOUT LIMITATION, THE CALIFORNIA SONG-BEVERLY CONSUMER WARRANTY ACT AND OTHER APPLICABLE STATE CONSUMER PROTECTION STATUTES, WHICH MAY PROVIDE RIGHTS THAT CANNOT BE WAIVED BY CONTRACT), THE PRODUCTS, THE AUGMENTAL WEBSITE, AND ALL PRODUCTS, SERVICES, AND CONTENT AVAILABLE ON THE AUGMENTAL WEBSITE, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF ANY KIND. WE HEREBY DISCLAIM ALL IMPLIED WARRANTIES AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES’ RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE.

Except as set forth in the Limited Warranty, you use any and all Products at your own discretion and risk. You will be solely responsible for (and Augmental disclaims) any and all loss, liability, or damages resulting from your use of a Product, including damage or loss to your Product, and any other peripherals, accessories, or apparel connected to the Product.

IT IS UNDERSTOOD THAT THERE ARE CERTAIN RISKS INHERENT IN YOUR USE OF THE PRODUCTS. THESE INCLUDE CHOKING HAZARD, ASPHYXIATION, BATTERY EXPLOSION, HARMFUL GAS RELEASE FROM BATTERY FAILURE, LACERATION FROM SHARDS OF DENTAL RETAINER RESIN, POSSIBLE INTERNAL LACERATION AND CHEMICAL EXPOSURE. BY ENTERING INTO THESE TERMS OF USE, YOU ASSUME THE RISK OF SUCH IDENTIFIED HAZARDS AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, RELEASE AND DISCHARGE AUGMENTAL FROM ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, COSTS, OR EXPENSES ARISING DIRECTLY OUT OF SUCH INHERENT RISKS. THIS RELEASE DOES NOT APPLY TO CLAIMS ARISING FROM AUGMENTAL'S

OWN GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, OR BREACH OF THE LIMITED WARRANTY.

13. LIMITATION OF LIABILITY

AUGMENTAL'S TOTAL LIABILITY FOR LOSSES, DAMAGES OR OTHERWISE FOR ANY CLAIM ARISING FROM OR IN CONNECTION WITH THE AUGMENTAL PRODUCTS OF SERVICES PROVIDED BY AUGMENTAL SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO AUGMENTAL FOR THE SPECIFIC PRODUCT OR SERVICE GIVING RISE TO THE CLAIM. AUGMENTAL DISCLAIMS ALL OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES OF LAW, WITH RESPECT TO THE AUGMENTAL PRODUCTS OR SERVICES, OR ANY ACTS OR OMISSIONS RELATING THERETO. EXCEPT FOR DAMAGES ARISING FROM AUGMENTAL'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AUGMENTAL SHALL NOT BE LIABLE FOR AND DISCLAIMS ANY PENALTIES, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, CONTINGENT, OR SPECIAL DAMAGES, AND ANY OTHER DAMAGES, EXPENSES AND LOSSES, REGARDLESS OF HOWEVER CAUSED, WHETHER BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY.

NO CLAIMS, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THE AUGMENTAL PRODUCTS MAY BE BROUGHT MORE THAN TWO (2) YEARS AFTER THE DATE ON WHICH THE CAUSE OF ACTION ACCRUED OR, FOR SERVICE BASED CLAIMS, THE DATE ON WHICH AUGMENTAL'S SERVICES WERE PROVIDED, WHICHEVER IS EARLIER. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION SHALL BE CONSTRUED TO SHORTEN ANY LIMITATIONS PERIOD THAT CANNOT BE REDUCED BY CONTRACT UNDER APPLICABLE LAW.

SOME STATES DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH STATES, OUR LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

FURTHER, IN NO EVENT WILL AUGMENTAL BE HELD LIABLE TO ANY PURCHASER OR CUSTOMER OTHER THAN THE ORIGINAL PURCHASER OF THE AUGMENTAL PRODUCTS, AUGMENTAL EXPRESSLY DISCLAIMS ANY OBLIGATIONS OR ANY LIABILITY ASSERTED BY OR ALLEGED BY ANY SUCH PARTY, AND ANY SUCH ALLEGATION SHALL BE DEEMED NULL AND VOID REGARDLESS OF HOWEVER CAUSED, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

Before you decide whether you should use the product, please consider consulting with your healthcare provider.

14. OTHER PROVISIONS

(a) Governing Law. These Terms of Use, and all disputes arising out of or related thereto, shall be governed by and construed under the laws of the State of Delaware without reference to conflict of laws principles. All such disputes shall be subject to the exclusive jurisdiction of the state and federal courts located in San Francisco, California, and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts.

(b) Assignment. You shall not assign these Terms of Use or any rights or obligations hereunder, directly or indirectly, by operation of law, merger, acquisition of stock or assets, or otherwise, without the prior written consent of Augmental. Subject to the foregoing, these Terms of Use shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

(c) Export Regulations. You understand that Augmental is subject to regulation by U.S. and foreign governments and agencies, which prohibit export or diversion of certain technical products and information to certain countries and individuals. You warrant that it will comply in all respects with all export and re-export restrictions applicable to the technology and documentation provided hereunder.

(d) Changes to Terms. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you about any changes by updating the "Last Updated" date of these Terms of Use. For material changes, we will provide you with additional notice (such as by sending an email to the address associated with your account or by posting a prominent notice on the Augmental website) at least thirty (30) days prior to the effective date of such changes. It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Product after the effective date of such changes.

(e) Modification. This, including the Limited Warranty, is the entire agreement between the parties relating to the subject matter hereof and all other terms are rejected. Augmental may amend the terms and conditions of these Terms of Use or any other documents and policies referenced herein at any time, including without limitation by posting such revised terms on its website (www.augmental.tech) or the location of such other document or policy. Such amended terms and conditions shall be binding on Customer on the effective date of such change and shall supersede any prior version (including these Terms of Use) which may have been embedded in or packaged with the Product itself. The Limited Warranty is incorporated herein by reference. If there is a conflict in any way between these Terms of Use and the Limited Warranty, the terms of these Terms of Use shall prevail. The waiver of a breach of any term hereof shall in no way be construed as a waiver of any term or other breach hereof. If any provision of these Terms of Use is held by a court of competent jurisdiction to be contrary to law the remaining provisions of these Terms of Use shall remain in full force and effect.

(f) Authority. The Parties jointly represent and warrant that they possess full authority and capacity to agree to these Terms of Use. The Parties represent that they have had the opportunity to consult with independent counsel with regard to these Terms of Use and agree to these Terms of Use without reliance on any promise or representation not contained or referred to in these Terms of Use.

(g) Data protection. By agreeing to these Terms of Use, you agree and understand that Augmental may store, share, process and use data collected from your order form or phone/fax/email order for the purposes of processing the order. Augmental may also collect, store, and process biometric and health-related data in connection with your use of the Products, including your Dental Scan. Such data will be collected, used, and retained only as described in our Privacy Policy, and will not be sold or disclosed to third parties except as necessary to fulfill your order or as required by law. To the extent applicable law requires your explicit consent to the collection or processing of biometric data (including under the Illinois Biometric Information Privacy Act, the Texas Capture or Use of Biometric Identifier Act, or similar state statutes), your acceptance of these Terms of Use and submission of your Dental Scan constitutes such consent. You may withdraw consent at any time by contacting us at contact@augmental.tech, provided that withdrawal of consent may affect Augmental's ability to fulfill your order. Augmental will process your information in accordance with our Privacy Policy. Augmental works with other companies that help Augmental provide the Products to you, such as freight carriers and credit card processing companies, and you direct Augmental to share certain information with these companies for this purpose.

(h) Notifications. Augmental may provide notifications to you as required by law or for marketing or other purposes via (at its option) email to the primary email associated with your account, hard copy, or posting of such notice on the Augmental website. Augmental is not responsible for any automatic filtering you or your network provider may apply to email notifications. Augmental recommends that you add [@augmental.tech](mailto:contact@augmental.tech) URLs to your email address book to help ensure you receive email notifications from Augmental. For notifications made by e-mail, the date on which the message is sent will be deemed the date on which such notification is transmitted.

(i) Force Majeure. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract that is caused by an act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, terrorist attack, war, fire, explosion, storm, flood, earthquake, epidemic or other natural disaster, failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

15. CONTACT INFORMATION

If you have any questions about these Terms of Use, or if you want to contact Augmental for any reason, please direct all correspondence to: Augmental Technologies, Inc., 2415 3rd Street Suite 260, San Francisco, CA 94107 or contact@augmental.tech.