

## Mito Health Terms and Conditions

THIS IS A BINDING LEGAL CONTRACT. CAREFULLY READ THESE WEBSITE TERMS OF USE ("TERMS OF USE") BEFORE USING [HTTPS://MITOHEALTH.NET](https://mitohealth.net) AND ASSOCIATED TRAINING SERVICES PROVIDED ON THE WEBSITE (COLLECTIVELY THE "WEBSITE"). BY ACCESSING OR USING THIS WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE, AND BE LIABLE TO MITO HEALTH (THE "WEBSITE OWNER") FOR ANY NONCOMPLIANCE WITH THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU MAY NOT USE THE WEBSITE AND TRAINING PORTALS, AND MAY NOT CREATE OR MAINTAIN A LINK TO THE WEBSITE.

1. **License.** Website Owner hereby grants to you a revocable, limited, nonexclusive license for the duration of your viewing session to access, download and complete certain allowed actions and trainings on the Website (the "Content"), solely for personal and non-commercial purposes, and no other subject to the limitations set forth in these Terms of Use. This license will terminate immediately upon any noncompliance by you with any of the terms of these Terms of Use, or at any other time upon notice to you. All rights not expressly granted in these Terms of Use are reserved.

2. **Limitations on Use.**

2.1 Except as expressly provided under these Terms of Use or upon Website Owner's express prior written consent, you may not modify, copy, distribute, transmit, display, perform, reproduce, publish, upload, post, license, frame in another website, use on any other website, create derivative works of, transfer, sell, and/or exploit for commercial use, any Content, information, products or services provided through or obtained from the Website, including by email or other electronic means, without the prior written consent of Website Owner. In addition, you may not circumvent any technological measures or features of the Website that are intended to or effectively control access to the Content, or any other protected content or information included on the Website. The information, products, and Content displayed on the Website are proprietary or licensed to Website Owner. You agree that you will not use any robot, spider, scraper or other automated means to access the Website for any purpose without Website Owner's express prior written consent. Elements of the Website, products and services are protected by trade dress, trademark, unfair competition and other laws and may not be copied or imitated in any way. 2.2 You further agree that you will not:

- (a) take any action that imposes or may impose (in Website Owner's sole discretion) an unreasonable or disproportionately large load on Website Owner's infrastructure;
- (b) copy, reproduce, modify, create derivative works from, distribute, or publicly display any content from the Website without Website Owner's express prior written consent and the appropriate third party, as applicable;

(c) interfere or attempt to interfere with the proper working of the Website or any activities conducted on the Website; or

### **3. Your Representations and Warranties.**

You represent and warrant to Website Owner that any information you provide on the Website will be true, accurate and complete, and will not violate any law, statute, ordinance or regulation. You warrant that you will not falsely identify yourself or impersonate or falsely represent your affiliation with any person or entity. Except with the written permission of Website Owner, you agree that you will not access or attempt to access password protected, secure or non-public areas of the Website. Unauthorized individuals attempting to access prohibited areas of the Website may be subject to legal prosecution. You further warrant to Website Owner that you will not use the Website for any purpose that is unlawful or prohibited by these Terms of Use, including without limitation the posting or transmitting of any threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material.

### **4. Changes to These Terms of Use.**

Website Owner reserves the right, in its sole discretion, to modify, update, or otherwise revise these Terms of Use at any time. Such revisions shall be effective immediately upon posting on the Website. By using the Website or creating, maintaining, or using, if authorized by the Website Owner, a link to the Website, after Website Owner has posted any modifications, updates or revisions, you agree to be bound by such revised Terms of Use. In addition to these Terms of Use, additional terms may govern use of certain web pages within the Website or the creation, maintenance and use of a link to the Website, as such terms may be contained on the web pages of the Website. Provided that such additional terms are not contrary to these Terms of Use, by accessing and using such web pages, and creating, using, and maintaining a link to the Website), you agree to be bound by such terms.

### **5. Links to Other Websites.**

The Website may contain links to other websites ("Linked Websites"). The Linked Websites are provided for your convenience and information only and, as such, you access them at your own risk. You agree and acknowledge that Website Owner is not responsible for, and does not endorse, the content of or anything that may be delivered to you or your computer as a result of accessing any Linked Websites, whether or not Website Owner is affiliated with the owners of such Linked Websites. Without limiting the generality of the foregoing, Website Owner is not responsible and shall have no liability for any viruses or other illicit code that may be downloaded through a link found on the Website, or by accessing a Linked Website.

### **6. Proprietary Rights.**

You acknowledge and agree that the trademarks of Website Owner (the "Marks"), the Website, the Content, the goods and services, and the content and look and feel of the Website, to the extent protectable, are proprietary, original works of authorship of Website Owner, or licensors of Website Owner, protected under Australasia and worldwide copyright, trademark, and trade secret laws of general applicability. You further acknowledge and agree that all right, title and interest in and to the Marks, the Website, the goods and services, the content, and look and feel of the Website are and shall remain with Website Owner or its licensors. You agree not to contest or infringe these rights, directly or indirectly, at any time. Without the prior written consent of Website Owner, your modification of the content, use of the content on any other website or networked computer environment, or use of the content for any purpose other than personal, non-commercial use, violates the copyrights, trademarks or other intellectual property rights of Website Owner or its licensors, and is prohibited. Except as expressly provided under this Agreement, you may not use on

any website, including Your Website, or on any other materials, the Marks, or any other trademarks or copyrighted materials appearing on the Website, including without limitation any logos, without the express prior written consent of the owner of the mark or copyright.

#### **7. Interruptions in Service.**

The Website and access to the content of the Website may from time-to-time be unavailable to you or users of Your Website, whether because of technical failures or interruptions, intentional downtime for service or changes to the Website, or otherwise. You agree that Website Owner shall have no liability of any nature to you or any third party for any modifications to the Website, and any interruption or unavailability of access to the Website or its content.

#### **8. Privacy and Information Disclosure.**

8.1 You acknowledge and agree that Website Owner may, in its sole discretion, preserve or disclose your information, if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: comply with legal process; enforce the Terms of Use; respond to claims that any Content violates the rights to third parties; protect the rights, property or personal safety of Website Owner, its users or the general public.

8.2 Information Website Owner collects may include: contact information; names; addresses; email; credit/debit card information; phone numbers; and any other information pertinent to your order and payment.

8.3 The information collected is only utilized to complete your order for goods or services. Your information will not be disclosed to anyone or used for any other purpose other than to provide you with the services you requested. Be aware that third parties may be able to collect information from you if you link to another website from our website. In such a case, that third party would utilize their own privacy policy which may differ from this policy. Please be aware that Website Owner may be legally compelled to disclose certain information.

8.4 Cookies are small files that the Website sends to and stores on your computer so that Website Owner can recognize it as a unique machine the next time you visit our site. The cookies are to help optimize your online experience depending on your particular needs or browsing patterns, and to help the Website Owner understand the size of audience and traffic patterns within our network.

8.5 If you feel concerned about the cookies, you may, through your Web browser, either choose to reject them automatically, or have your computer prompt you before accepting them. Generally, this is done by selecting the appropriate cookies setting on your Web browser (usually found in "Internet Options" or "Preferences"). Please note, however, that some of our features and options depend on the use of cookies. Therefore, you will be unable to take advantage of those features if you choose not to accept cookies.

8.6 If you have any questions or concerns about Website Owner's privacy policy you may contact us by email at [support@mitohealth](mailto:support@mitohealth) or by phone at +64 21570993

#### **9. No Warranties; Exclusion of Liability.**

YOU UNDERSTAND AND EXPRESSLY AGREE TO THE FOLLOWING:

(a) YOUR USE OF AND RELIANCE UPON ANY AND ALL CONTENT AND SERVICES, INCLUDING WITH RESPECT TO ANY PRODUCTS OR SERVICES, CONTAINED IN OR PROVIDED THROUGH THE WEBSITE IS AT YOUR SOLE RISK. SUCH CONTENT AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS..

(c) TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WEBSITE OWNER BE LIABLE TO YOU, OR ANY USER OF THE WEBSITE OR YOUR WEBSITE, OR TO ANY THIRD PARTY FOR ANY LOSS, EXPENSE, OR DAMAGE, OF ANY NATURE, INCLUDING

CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, AND INCLUDING LOST PROFITS OR LOST REVENUE, CAUSED DIRECTLY OR INDIRECTLY BY THE USE OR RELIANCE UPON CONTENT OR SERVICES OBTAINED BY OR PROVIDED THROUGH THE WEBSITE, OR FOR ANY ERROR OR OMISSION, OR OTHERWISE IN ANY WAY CONNECTED WITH USE OF THE WEBSITE, WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, EVEN IF WEBSITE OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**10. Indemnification.**

You agree to indemnify, defend and hold harmless Website Owner, its officers, trustees, employees, shareholders, agents, affiliates, suppliers, successors and assigns from and against any and all liability, loss, claim, demand, suit, proceeding, damage, cost and expense, including reasonable attorneys fees and costs, arising out of or resulting from (a) any violation by you of these Terms of Use; or (b) any negligent acts, errors or omissions of you or your agents or contractors.

11.3 These Terms of Use supersede any prior agreements or understandings between you and the Website Owner not incorporated into these Terms of Use. In the event of any inconsistency between these Terms of Use and any future posted Terms of Use, the last posted Terms of Use shall control.

11.4 There are no third party beneficiaries of these Terms and Conditions.

If you violate any of these Terms of Use, your permission to use the Website, and your license to the Website shall immediately terminate without the necessity of any notice to you. Website Owner retains the right to deny access to the Website to anyone at its sole discretion, for any reason, including but not limited to violation of these Terms of Use. Website Owner may, at any time, in its sole discretion for any reason terminate any Link, without affecting your right to otherwise access and use the Website in accordance with these Terms and Conditions.