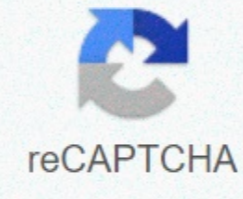




I'm not robot



Continue

How do i increase my bmr to lose weight

The recipient wants to participate in a discussion about the InBody API (application programming interface) through the LookinBody Web (Transaction). During these discussions, the disclosing party may share certain ownership information with the recipient. Accordingly, in view of the mutual commitments and agreements contained in this Agreement, and other good and valuable considerations, the parties acknowledge that their receipts and fullness are here and agree to:

1. Definition of Confidential Information. (a) For the purposes of this Agreement, Confidential Information means data or information that is owned by the Disclosing Party and not generally known, whether in tangible or intangible form, or (i) disclosed in a specific or intangible form, including, but not limited to, marketing strategies, plans, financial information, or forecasts, business, business documents, business plans, and performance results; Current or future business activities of its affiliates, subsidiaries and affiliates. (ii) plan products or services and a list of customers or suppliers; (iii) scientific or technical information, inventions, designs, processes, procedures, formulas, improvements, technologies or methods; (iv) any concepts, reports, data, know-how, work in progress, design, development tools, specifications, computer software, source code, object code, flowcharts, databases, inventions, information and trade secrets; (v) other information that should reasonably be accepted as confidential information of the disclosing party; Confidential information is new, unique, patented, copyrighted, or does not need to constitute trade secrets in order to specify confidential information. The receiving party acknowledges that confidential information is proprietary to the disclosing party, is developed and acquired through the great efforts of the disclosing party, and allows the disclosing party to regard all of its confidential information as trade secrets (b) conversely, the confidential information shall not (i) contain information known by the receiving party before receiving confidential information from the disclosing party. (b) to make it clear to recipients from third parties (after diligent investigation) that the receiving party is obligated to the disclosing party for confidentiality; (c) through negligence or failure of conduct by a party in violation of this Agreement or made available to the public; (d) If disclosure is required in judicial or administrative proceedings, or required to be disclosed by law or regulation, the requirements set forth in this section 4 shall apply before disclosure. (e) developed independently or independently by the receiving party's employees, consultants or agents without breaching the terms of this Agreement or referring to or accessing confidential information; 2. The disclosing party of confidential information may disclose confidential information to the recipient from time to time. The receiving party shall (a) restrict the disclosure of confidential information to directors, officers, employees, agents or representatives (collectively, Representatives) who need to know such confidential information in connection with the current or intended business relationship between the parties to which this Agreement is relevant. (b) advise its representatives on the obligations set out in this Agreement and the ownership and obligations of confidential information, and ask such representatives to maintain the confidentiality of confidential information. (c) The confidential information on page 2 of all non-disclosure agreements must be kept strictly confidential with a reasonable degree of care and kept above the degree of care used to protect its own confidential information. (d) (d) do not disclose confidential information received to third parties (unless otherwise stated herein). Each party shall be liable for any breach of this Agreement by any of its respective representatives. 3. Use of Confidential Information The receiving party agrees to use the Confidential Information for purposes other than those authorized by this Agreement only in connection with the current or intended business relationship between the parties without the prior written consent of an authorized representative of the disclosing party. No other rights or licenses for confidential information, express or implied, are granted to this receiving party. The title of confidential information remains only to the disclosing party. The use of confidential information by the receiving party shall be the sole property of the disclosing party for the benefit of the disclosing party and for its changes and improvements by the receiving party. Nothing contained here is intended to change the parties' existing agreement that their arguments in promoting potential business relationships will be governed by Federal Evidence Rule 408. 4. Terms. This Agreement shall be valid for a period of one year (subject to a one-year extension if the parties are still discussing and considering the transaction at the end of the second year). In addition, the parties are obligated to retain confidential information disclosed indefinitely. 5. Remedies. Both parties believe that confidential information is a unique and valuable character, and the unauthorized dissemination of confidential information will destroy or reduce the value of such information. Damage to the disclosing party resulting from the unauthorized transmission of confidential information will be impossible to calculate. Accordingly, the parties agree that the disclosing party has the right to int injunction relief to prevent the spread of confidential information in violation of the terms of this Agreement. Such insads, whether in law or in capital, will be in addition to other remedies available under this document. The disclosing party has the right to recover costs and fees, including reasonable attorneys' fees. In addition, in the event of a lawsuit pertaining to this Agreement, the parties have the right to recover their reasonable attorneys' fees and expenses. 6. The party receiving the return of confidential information shall immediately return and rede deliver confidential information and all notes, summaries, memorandums, drawings, manuals, records, excerpts or derivative information (and all other documents or materials (Notes) embodied herein, including copies converted into computerized media in the form of images. the completion or termination of transactions between the parties intended under this Agreement, early in (j), based on data or word profiles, manually or image capture) or containing any confidential information. (ii) terminate this Agreement (iii) request so at such time as a disclosing party; However, the receiving party may retain the documents necessary to comply with document retention policies. Alternatively, with the written consent of the disclosing party (or, in the case of notes, at the option of the receiving party), you may immediately destroy the confidential information shown earlier (or the reasonably un recoverable data erasure of computerized data) and, upon request, prove that you will write such destruction by an officer es00th approved by the recipient overseeing the destruction. Confidentiality Agreement 3 7. Notice of violation. The Recipient shall cooperate with the Disclosing Party in its efforts to regain possession of the Confidential Information and prevent any other unauthorized use of the Confidential Information when any unauthorized use or disclosure of confidential information by the party or representative, or any other breach of this Agreement by the party or representative is discovered. Transaction constraint agreement. The parties agree to have any legal obligation with respect to the transaction under this Agreement, except as specifically agreed to this Agreement. The parties further agree, in their sole and absolute discretion, to reject any proposal and reserve the right to terminate any discussion and negotiation on the transaction at any time. This Agreement does not create a joint venture or partnership between the parties. If the transaction proceeds, the non-disclosure provisions of the applicable transaction documents entered into between the parties to the transaction (or their respective affiliates) shall prevail in this Agreement. If no such provision is provided in such transaction documents, this Agreement shall govern that provision. 9. Warranty. Each party warrants that it has the right to disclose under this Agreement. Neither party under this Agreement will make any guarantees. While the parties shall each seek to include in confidential information all information they believe is relevant to the purpose of the evaluation of the transaction, the parties recognize that no statement or assurance of the accuracy or completeness of the confidential information shall be made by either party as the disclosing party. Neither party is obligated to disclose confidential information that it chooses not to disclose. No party shall be liable to the other party or any representative of another person resulting from the use of confidential information, except in violation of this Agreement. 10. Others. (a) This Agreement constitutes the entire understanding between the parties and, in oral or written cases, shall replace any prior or co-ed understanding and agreement between the parties with regard to the subject matter of this Agreement. This Agreement may only be amended by a written amendment signed by the party to which enforcement of such changes is sought. (b) The validity, construction and performance of this Agreement shall be governed by and cont discretion in accordance with the laws of the State of California applicable to contracts made in such states without giving effect to conflict of laws provisions. Federal and state courts in California shall have sole and exclusive jurisdiction over any dispute a result of the terms of this Agreement. (c) If either party does not enforce the provisions of this Agreement to strictly enforce the other party, it does not constitute a waiver of its right to enforce such provision or any other provision therewith. (d) The limitations contained in this Agreement are considered reasonable by the parties for the purpose of protecting confidential information, but if such restrictions are found unenforced by the courts of competent jurisdiction, such provisions will be amended, rewritn or interpreted to include much of their nature and scope. If it is not modified, rewriting or interpreted as enforceable in any respect, it will not be effective and the rest of this Agreement will be enforced as if such provision were not included. (e) Notices or communications made under this Agreement are delivered by hand, deposited in a nationally recognized night carrier, deposited by email or mailed by certified mail, requesting a return receipt for page 4 of the non-disclosure agreement, and shipping costs, in any case, the address of the other party indicated above (or any other address that may be provided by the party in accordance with this section) Can be sent to. Such notices or communications are considered to have been given and received (a) in the case of personal delivery or e-mail. (a) in the case of such delivery, (b) delivery by a nationally recognized night carrier, 3 business days after shipment, and (c) 7 business days after mailing. (f) This Agreement is personal in its own right, and neither party will directly or indirectly assign or transfer this Agreement by the operation of law or without the prior written consent of others, and consent shall not be unreasonably withheld. All obligations contained in this Agreement shall be bound by and bound by the parties to this Agreement and their respective successors, assigns and designs. (g) Receipt of confidential information under this Agreement shall not be prevented or restricted in any way by (i) any party to the development, manufacture or marketing of products or services that compete with other products or services. (ii) provide products or services to others who compete with others; (h) The paragraph headings used in this Agreement are for reference only and are not used or trusted in the interpretation of this Agreement. Introduction to business partner agreements: This Agreement shall be governed by the LookinBody Web API Terms of Use and look-in-body Web API Privacy Policy (You or You) and biospace Inc. and DBA InBody (InBody or Us or the Company) to be executed concurrently. This Agreement is used as one of the formalizations of your and InBody's business partnerships with regard to the Application Program Interface (API) provided by InBody in connection with your specific use. The services that you define below. You agree to: Definition: 1. Site – Extension of the InBody Data Management Website and/or such website, including, but not limited to, 2. Services (s) – Including inBody body composition analyzers, but not limited to specialized instruments of analytical facilities and accessories including home and wearable body composition analyzers (products); (ii) Applications provided by InBody that grant access to facility users and facility users allow the display, addition, update, or deletion of data (collectively, the App). (iii) the Site; (iv) data, analysis, generation, and other content collected, processed, analyzed, generated, or delivered by the Product, App, or Site (body composition information, text, graphs, calculations, copies, audio, video, photographs, illustrations, images, graphics, or other visuals (InBody Content) or collected, processed, analyzed, generated, or provided; (v) any other related InBody products and/or services; 3. Analytical Facilities – Facilities where organizational services that provide business, association,

corporate, or service use are located. End User - An individual, patient, or member who receives service access from customers or analytics facilities. 5. Facility users – employees, representatives, or staff of analytical facilities. Personal Information means information about an individual identifiable person, including, but not limited to, information such as name, date of birth/age, physical description, medical history, gender, photos, and videotapes that may identify an individual. Personal Data Leakage means any accidental or unlawful destruction, loss, falsification, unauthorized disclosure, or security breach that leads to access to personal data transmitted, stored or processed by the parties or their affiliates and/or partners. Purpose: To operate our services to access customer information, including analytical facilities. InBody owns and operates certain services that customers want to incorporate into their customers' business models. Accordingly, the parties have agreed to enter into this Agreement and be bound by its terms and conditions, as well as the LookinBody Web API Privacy Policy, lookinBody Web API Terms of Use, and any other agreement required by InBody. Payment: An active subscription to the LookinBody web service is required to take advantage of API features. You agree to pay InBody in accordance with the latest pricing structure in accordance with the LookinBody Web Services Terms of Service. It may apply to you. Some of these costs and fees may not apply to you: a. 1.1-time setup and installation fee of \$199.00. 2. Recurring monthly payment per InBody device for use of InBody services (\$25.00 per month) 3. Recurring monthly payment fee: \$99.00/month per month for executive account use, and 4. Interlink fee of \$35.00 for multiple LookinBody web accounts and/or InBody devices. You further agree to keep all payment information up-to-date and any failure to do so is subject to the following late payment provisions: Payments are for the default two staff member logins and one administrator login. Additional logins will be charged an additional monthly fee. Any additional costs added to the invoice will be discussed with you. If you have any questions about billing cycles or logins, please contact your support representative. A. Exemption Fee: You may have a fee that is permanently or temporarily waived by InBody, but you may evaluate the fee at InBody's sole discretion at a later date. If you do not agree to the fees assessed, you may terminate this Agreement. B. No refund: You will not be refunded for the cancellation of the Service and agree to the same. C. Late Payment: If the payment is delayed or unjustified for any reason, the customer will be assessed a late fee of \$99.00. If the account is transferred to a collections agent, the customer is liable for the charge for a refund check fee of USD 25.00 if an additional 25% (25%) company/personal check payment is returned. The customer is liable for the return of credit card payments at a rate of 3% (3%) of the total amount of the total payment. In the event of a payment default, you agree to pay reasonable attorneys' fees and collection costs to the extent allowed by law. This section shall be enforced in accordance with the laws of the State of California and Los Angeles County. D. Backupay: You understand that services, including access to end-user information and InBody content, may be suspended if you do not provide timely payments under this Agreement. However, InBody reserves the right to grant you retroactive repayment and access to suspended services, end-user information, and InBody content generated during that period, following timely payments to InBody under your payment plan. InBody Warranty Terms, Conditions and Exclusions: 1. You agree and understand that you are responsible for some or all of the risks a result of your use of the API. InBody repudiates any other warranty, including, but not limited to, an indicative warranty of commerciality, compatibility with a particular purpose, or ownership. To the fullest extent permitted by applicable law, in the case of explicit or implicit. 2. You agree and understand that the analytics facilities that use the Site and/or services are in good condition and that you will make all available best efforts to remain in good condition with all applicable entities, including InBody. 3. Until the termination of this Agreement, InBody will provide you with support for issues related to the API. 4. You agree and understand that personal information collected from end users will remain under your storage and control unless otherwise agreed between you and InBody or you and other third parties. However, otherwise, InBody retains access to personal information only for the purposes described in the LookinBody Web API Privacy Policy and LookinBody Web API Terms and Conditions and end users. 5. Issues a result of the accuracy or access of personal information by end users will be addressed by the End User and will be handled for support if or if the problem continues to occur or exists. 6. Any issues a result of your use or functionality of the API shall be sought from us for support. InBody does not guarantee a solution to the problem. 7. The API warranty applies to support provided by phone, email, remote access, or other virtual help. It does not apply if you need person-to-person support. 8. InBody reserves the right to contract with third parties for support-related purposes. 9. InBody shall not support the Service or API due to damage or malfunction. Problems caused by your misuse, misuse, negligence, or end user. B. Customer will not follow the installation, operation or maintenance instructions provided in the Setup/User Manual. c. Acts of God (storms, floods, earthquakes, etc.), power outages or surges, third party actions, and other events to the physical location of data that occur outside the reasonable control of InBody or under normal conditions. 10. You may terminate this Agreement at any time by contacting our support representatives, at which point you and all clients will lose all functionality, a. Certain personal information, such as the name, user name, and telephone number of the Facility User, may be required to verify the identity and terminate this Agreement. B. Our cancellation process is automated for your convenience, but at your request we will provide certain steps from our support personnel at the end to ensure the security of your personal information at your analytics facility. i. Technical or mechanical errors from the analytical facility or its devices, regardless of the state of their ownership. Misconceptions between our support personnel and you. ii. If you do not contact a support representative and/or do not follow the instructions. c. If you are a monthly paying member, you must close your calendar at least three days before your account renewal date to avoid charges for the following month. Failure to do so may result in a subsequent month's fee. d. Do not assume that your account has been cancelled until you receive confirmation of cancellation from our representative. E. You can resume service at any time after cancellation. The parties agree that by entering into marketing: This Agreement, you will be identified as a user of InBody, and InBody shall not be liable for the transmission of end-user personal information from your analytics facility, which is caused by being able to describe your business if InBody is applicable, and by being able to describe InBody's marketing materials and business on the website. You grant InBody a full payment, non-resizable, perpetual, worldwide license to use your name and your trade name, trademark and logo only in connection with the rights granted to InBody in accordance with this marketing section. Look-in-Body Web API Privacy Policy You do not sign this Privacy Policy, and analytical facilities are in this Privacy Policy (Policy) in this Privacy Policy (Policy) with regard to Biospace Inc. and DBA InBody (InBody), as defined below. This policy provides for how end users and/or facility users use the Services to collect, use, disclose and protect personal information they provide to us. This Policy is subject to and at the same time the API Terms of Service and Business Partnership Agreement between the End User and InBody. If you live in California, please also review the California privacy law, which is how our privacy policy applies to California residents and businesses. If you are a New York resident, please also review the addition of the New York Privacy Act, which is how our privacy policy is particularly relevant to New York residents and businesses. The End User agrees to: I. Definition A. End User - The individual, patient, or customer who receives or uses Service B. Analytical facilities – organizations that provide use of the Services, associations, companies, or organizations that provide use of the Services, and facilities where products or sites are facility users - employees, representatives, or representatives of analytical facilities or managers of analytical facilities (managers) - persons in charge of employees or site accounts and who have a higher level of authority than staff E member members. Employees or officials of facilities that use the Site but have limited access to F. Protected Health Information - In accordance with the Health Insurance Portability and Affordability Act of 1996, Public Law 104-191 has been amended to include privacy rules, security rules, breach notice rules and enforcement rules (45 CFR Part 160 and 164) that are protected health information, Information that is a subset of health information, including demographic information collected from individuals created or received by health plans, employers, or medical clearinghouses. (2) with regard to past, present or future payments for the past, present or future physical or mental health or condition
of the individual, the providing of medical care to the individual, or the medical care to the individual; (3) identify people who have reasonable grounds to believe that information can be used to identify or identify individuals. (4) Transmitted by an electronic medium, held in an electronic medium, or transmitted or maintained in other forms or media. G. Personal Information – Nonpubnot information received by InBody through the use of services that allow end users to identify specific individuals alone or in combination with other information owned by InBody. This may include information such as names, email addresses, phone numbers, and other personal information that end users provide to InBody, and may include protected health information that individuals provide to the subject entity H - the definition of the entity covered is HIPAA I of HIPAA I 45 CFR § 160.103. It remains the same as for aggregated or unrecognized information. Other information about end users or facility users is transmitted and maintained within our server K-Control - for the purposes described in this Policy L, personal or protected health information or other information about end users or facility users, viewed, added, edited, deleted by InBody; Or if you can transfer. In this policy, the words inbody, we, and we refer to Biospace Company DBA InBody M. In this policy, the words end user and end user refer to End User II, which is a non-InBody signatory to this policy. The services that provide this policy apply to A. InBody's body composition analyzers and their accessories (products). B. An InBody-provided application (collectively, the App) that allows end users access to view, add, update, or delete data. C. Inbody Data Management Website/Website extensions, including, but not limited to, APIs and LookinBody apps (collectively, the Site), and D. Data, analytics, and other content are collected, processed, analyzed, generated, or distributed by the Products, Apps, or the Site, including text, graphs, calculations, copies, audio, video, photographs, illustrations, images, graphics, and other visuals (all collectively, the Services or Services). III. Information we collect from end users: 1) Apps: When an end user registers with the App, information such as the end user's name, email address, telephone number, age, height, weight, and gender is required. 2) Products: Our body composition analyzers collect multiple data points from the end user's body and output information such as BMI, PBF, lean body mass, skeletal muscle mass and body water levels. Accessories connected to the InBody Body Composition Analyzer may collect and output various data points. Device and accessory results are pooled together and associated with the end user's registered ID or phone number. Also, if the end user remains anonymous and unrecoverable, the end user may use the Product as a guest. To process the data, guest users must be tall, weight, age, and gender. By storing end-user data on the server, you can track changes to multiple tests and services. Guest users may not be able to track the results. Also, depending on the model of the product, additional body composition measurement information may be stored, such as visceral fat levels, lean mass of the legs, etc. 3) Wearable devices: Wearable devices track end-user sleep, calories, activity, steps, etc. End users have the option to use a variety of features such as end-user activity time, distance traveled, and calories burned. End users can also hide features (except battery, time and body composition analysis) from the screen of the wearable device. The ranking system feature, derived from the app's wearable device, is available to compare end-user step and score activity with end-user friends and family who have made this system available and turned on. This optional feature requires an opt-in that allows the end user to access the contact and share the end user's results with the end user's contacts through the settings. For more information about ranking systems and wearable device features, see Terms and Conditions for End Users. 4) You agree that no protected health information is included and hipaa does not apply to such individuals, as it gives end users consent to personal information shared directly with InBody using InBody's services without analytical capabilities. B. Information we collect from analytics facilities: Analytics facilities may be asked to provide InBody with personal information about facility users who may access the Site. This information includes your name, phone number, e-mail address, and date of birth. Staff members are lower-tier accounts in administrator accounts with restricted access to the site. Each analytics function has a different staff structure and the level of access to end-user information is determined by InBody at its sole discretion, referring to the responsibilities and roles of facility users in the analytics facility. Facility users' personal information is used to create account logins for the site while creating administrator or staff member accounts. Failure users are responsible for the accuracy of information, changes and updates to accounts, and the confidentiality of the site's login credentials. Facility users may be asked to provide identifiable information to InBody if they seek support. C. Analytics – If the target entity purchases a LookinBody web subscription, InBody becomes a business associate and both parties must comply with HIPAA privacy and security rules. The analytical facilities covered herein express and warrant to InBody that such analytical facilities have obtained the necessary authorizations to ensure that they have agreed to disclose personal and personal health information of each end user who complies with HIPAA and other applicable state and federal privacy laws. The entities subject to the disclosure of personal information to InBody must enter into and comply with the terms of a mutually agreeable business associate agreement. D. Information collected automatically From end users' use of the Services, we may automatically collect from end users' domain names, browser types, operating systems, web page end-user views, link end-user clicks, end-user IP addresses, length of time end users visit our Site, and/or use our website, using our apps, mobile devices, mobile phone numbers, and URLs, through the Website. We may also have access to other data such as location, calls, mobile cameras, photo galleries and contacts if the end user allows it. This information that is collected automatically does not include protected health information. E. Cookies and other collection tools We may use our cookies and other collection tools to track information about end users' use of the Site and other services, or to track aggregates and statistical information about your activities. A cookie is a small file that contains strings that end users send to the end user's computer. website; in this case, the site. When an end user accesses the site again, the cookie recognizes the end user's browser. Cookies can store your settings and other information, such as login credentials and passwords. End users can reset the end user's browser to reject all cookies or indicate when cookies are sent. Other technologies are used for similar purposes to cookies on other platforms where cookies are not available or applicable. Some cookies can be used to make it easier for end users to navigate our site and other services, while allowing for a faster login process or to track end-user activity on our site. By default, all cookies are allowed, but end users can adjust this setting to clear cookies on all sites or specific pages. End users may disable or delete cookie information and data from first and third parties. When an end user deletes a cookie, the stored settings on the website are deleted, and some website features and services may not work. However, if the end user wishes, the end user can edit the end user's browser options to block them in the future. The help part of most browser toolbars tells end users how to prevent the end user's browser from accepting new cookies, how to have the browser notify the end user when the end user receives the new cookie, and/or how to disable the cookie completely. F. Other applications of this Privacy Policy are subject to the equipment and applications required to upload and/or download data to and from our servers and are subject to the requirements or provisions of applicable federal and state laws, federal and state rules, contracts, courts or other lawful powers judgment. All analytics facility users with access to end-user personal information, as well as InBody employees and contractors, must comply with this Privacy Policy. IV. Use of information. Use of end-user information: 1) Track user performance at the analytics facility, such as the total amount of body fat lost or the total weight gain by the analysis facility 2) Total number of users and total performance of the facility (total test, existing users, new users, etc.) allows facility managers to track how well the analysis function is performing 3) Provide services to end users: a. To provide end-user personal information such as end-user BMI, PBF (body fat percentage), lean body mass, body water, BMR, cistric and diastolic blood pressure measurements to end users. b. end-user analytics capabilities can assign functional users to chat with end users. This additional functionality is provided for end users to stay connected to end-user advisors. Changes or updates to assigned advisors can be made to analytics function 4) Categorize data from analytics features, such as phone numbers, IDs, names, or medical his/her history, so that end users can easily track their progress when they participate in a variety of challenges. B. Collection of End User Information: End User 1) End user personal information is stored on the server for
end-user convenience, so end users can access end-user data from App 2. This may include access and use: a. Location – Where the end user's wearable device and phone pair and report the fitness level, report the camera - allow the end user to take a photo and share it with facility users c. Phone – Allowing loan users to call and send call notifications to the end user's wearable product d Gallery - Allow end users to share end-user images with Facility users e. Contacts - To enable end users to track and rank end-user family and friends who use the app and Product 3, they can also be used for other services related to end-user passwords for end-user identification. End users must manually verify the use of end-user emails for any of these services 4) We may send electronic messages to end users via email or SMS with end-user consent. Support for inquiries about the Services by end users or analytics facilities in the case of inquiries, names and/or IDs are used by us for identification purposes 2) to give third parties access to process that personal information: a. Third parties affiliated with us may access end-user personal information to process information or provide end-user service b. When information is entered into a product (if connected to the Internet), app or site, it is automatically uploaded to the server. Access to the server is open to InBody and its contracting affiliates for the same purpose as InBody. When we share end-user personal information with such third parties, we will take appropriate protective measures to protect end-user personal and personal health information so that subcontractors and/or business stakeholders comply with HIPAA and other applicable state and federal privacy laws. D. Use of other personal information, use and disclosure of personal information not covered by this policy, and disclosure of personal information permitted by applicable laws applicable to the Company may be as follows: The consent of the end user, the written approval of the end user, or the written approval of the end user's legal representative, or where permitted or required by applicable law. Unless we are permitted to use or disclose personal information about end users, end users, or end-user legal personnel, if we have taken steps that depend on approval, have been approved as a condition of obtaining an end-user account, or are legally required to use or disclose end-user information. You can revoke its approval at any time in writing to the analysis facility. End users should understand that they cannot regain disclosure through end-user approval. Disclosure of information if the sharing of end-user personal information and the use of end-user personal information complies with HIPAA and other applicable state and federal privacy laws, we may share end-user personal information for the following purposes: A. Business Transfer: We may disclose personal information in connection with the sale, merger, sale or reorganization of InBody or its affiliates. In such cases, the end user's information is transferred to the acquirer. Notifications of such transfers are provided either by posting on the site or through another form of communication. B. Third Party: We have relationships with third-party service providers, including, but not limited to, LookinBody and InBody Corporation. We provide services to end users, manage our business, and design, maintain and improve our services, systems, procedures, protocols and security. If we allow contracted third-party service providers to access end-user personal information, we will only be allowed to use it for purposes consistent with this policy. Through contracts, we ensure that these third parties establish an equal level of protection for the organization in order to accurately protect end-user information. If there is a significant change in the business model of us or our stakeholders, or if it affects the use of end-user information, we will provide you with an updated privacy policy. Below is a list of third parties who may use end-user personal information: 1) Use of personal information: We reserve the right to use personal information by lookinbody companies. Manage and maintain servers. B. To provide the highest level of support to understand and resolve issues that may arise from end users or analytics functions, if necessary. c. Improve Content in InBody. The collection of personal information also helps us create, develop, operate, provide and improve our services. ii. Track and respond to safety concerns. Developing and improving services LookinBody companies can use aggregated data, so they can manage and improve their sites, analyze trends, and gather extensive demographic information. LookinBody Company may also use aggregated data for a variety of business purposes, including service development and improvement activities 2) the use of personal information: InBody Co.InBody A.InBody Co., Ltd. may share or sell aggregated data that does not identify end users with partners or the public. If you provide this information, take appropriate steps to ensure that the data does not identify the end user. C. With service providers and business partners: We may work with other companies and individuals to perform services on our behalf. Such subcontractors are treated under the compliance of 45 CFR 164.502(b). Examples of providers include data analytics companies, credit card processing companies, customer service and support providers, email and SMS vendors, web hosting and development companies, and fulfillment companies. It may also include co-promotional partners for services we co-develop and provide to the market. These third parties may provide access to the personal information necessary to perform our functions, but their use is subject to contracts and agreements that protect the confidentiality of the information. Third-party integration with our services, such as this site, may require access to personal information in a non-traditional way that follows a different set of conditions. D. Law Enforcement: We may disclose and report information to law enforcement agencies related to activities that we reasonably believe are illegal. We also reserve the right to release end-user information to law enforcement if we believe that the disclosure of end-user information may help protect the safety or property of an individual or association. E. Required by law or permitted by law: We may disclose end-user information to others where required or permitted by law. This includes disclosing end-user information to government agencies or in accordance with court orders, subpoenas, warrants, subpoenas, or similar processes. F. Protection of us and others: We may disclose information we collect from end users that we believe should be investigated, prevented, or acted upon as evidence of illegal activity, suspected fraud, potential threats to personal safety, violations of our terms or policies, or lawsuits involving us. G. Data Users can direct us to share end-user data with other parties and users. For example, end users can direct end-user data in connection with end-user participation in contests, challenges, and other events. We may allow end-user data to be shared with other end users through mobile apps and may be allowed to be shared with end-user employers or other end users or analytics facilities as part of wellness programs. End users may instruct us to share end-user personal information with other third-party apps or websites subject to different terms and conditions. Consent A. The End User agrees and agrees to collect, use, share or otherwise process end user personal information in accordance with this Policy, unless we determine that additional consent is required for certain services or other new purposes. End User Consent indicates that the End User has read this Policy in its entirety policy and understands the collection, use and disclosure of end user personal information in our organization. C. In most cases, the end user may withdraw the end user's consent. However, due to the regulatory requirements imposed on us or the contractual obligations imposed on us by end users, there are certain limitations to the circumstances under which end users are unable to withdraw end-user consent to the collection, use or sharing of end-user personal information. If the End User chooses not to provide certain personal information, or if the End User's consent is revoked, the End User may not be able to provide the service requested by the End User or any information that may be provided to the End User. For example, if an end user revokes the consent of an end user to use personal information such as weight, height, or gender, it becomes impossible for the InBody body composition analysis device to test the end user's configuration. Personal information will not be disclosed without the consent of an individual, except to the extent allowed by applicable law in the following cases: 1) Inquiries about service or repair 2) Requests for disclosure for legitimate legal reasons 3) Where it is necessary to protect the life, health, property or other vital interests of end users) If it is determined that the transfer of personal information is necessary: Company merger 5) Other disclosures are required or permitted by applicable law. VII. Retention and deletion of data We and our affiliates actively retain personal information for 10 years for the purposes described above or for purposes permitted or required by federal law. Data aggregation is done 10 years after the end user is inactive. End-user personal information is aggregated when the end user is inactive in the app and has not used the Product for 10 years. For end-user information Aggregated, end-user protected health information, names, IDs, phone numbers, and email addresses will be permanently deleted. Only non-identifiable information is retained for development,
improvement, and marketing purposes. Inability is defined by two requirements: 1) if the end user is inactive (not logged in) in App 2), if the end user is inactive at the facility and is not using the product, or if the Subscription is cancelled by the Analytics feature from the Service, End users do not affect previous test results or test results generated by InBody wearable products. If the end user continues to use the product, the end user's information is retained until the end user is inactive for 10 years, or the information is deleted by requesting the facility. If the site administrator deletes data or accounts on the site, you can delete the data (i). (ii) the end user manually deletes the test results on the App (this does not mean that the data on the landing site has been deleted). To completely delete end-user personal information, you must discuss it with the end-user's administrator or staff member and delete the end-user's information. The analysis facility has the storage and management of the data acquired at the facility. However, if the end user does not have a facility, if the end user uses the device for personal or home use separately, the end user can delete the end user's test results or withdraw the end user's account and permanently delete the end user's account and information. The deletion of records and personal information is permanent. However, if permitted or required by law, certain information may need to be retained, including when legal information is subject to legal disputes. LookinBody Company may wait a certain amount of time before completely deleting end-user records or personal information to prevent accidental or malicious deletion of end-user information. A. Backups are defined as data that matches the data on the services of the analytics feature. The backup is maintained during the end-user account or lookinBody web active account until the data is completely removed from the account. To prevent accidental or malicious deletion of end-user information, data may still be stored in backups even after the end user's account or information has been deleted. After a reasonable period of time, the data is either deleted completely or, if requested, restored. Once the data is completely deleted, the backup is deleted according to legal requirements. VIII. Data Accuracy InBody works hard to ensure that the information in its management and management is accurate. Nevertheless, end users should be vigilant about the accuracy of their personal information. How to update The information varies depending on the scope of the information. Personal information comes from one of the following: 1) Product information entered by the end user in the analysis function of the app or product 2) The end user is stored only on the end user's phone and is displayed to the end user, affecting the results of the end user's manual input test results, personal use devices, and wearable devices. It is in our custody but controlled by the end user. When an end user updates an end user's personal information on another device, the end user must see the end user's analytics capabilities or update it personally on the device. Changing the end user's personal information does not affect the end user's previous testing. Dynamic (frequently changing) factors (such as weight, age, and phone number) of personal information should be updated accordingly by the end user or analytics facility. Analytical facilities and end users have the authority to modify or update some of their personal information, but InBody and its affiliates are not responsible for test results and/or decisions based on inaccurate personal information. Access to and correction of personal information The end user and analytics features have the authority to add, update or delete some of the end user's personal information. However, end users may request access to or correction of end-user personal information. If you would like to request access to or correction of end-user Info@InBody.com contact us. We may require end users to verify their identity before allowing them to access their personal information. We may deny end users access for security or legal reasons, but end users can submit written requests and will try to address the issue as soon as possible. X. Children's Privacy We keep in mind that the Services are attractive and benefit users under the age of 18 or in the majority of regions, and that is our policy to ensure that parents or legal guardians can monitor the data collected about such users, regardless of the country in which the analytics facility is located. The Service is available to end users under the age of 18 or the majority of local ages. Parents or legal watches of end users under the age of 18 must consent to the collection and use of their child's personal information and personal information when registering and using our Services. If the End User agrees to this Policy, where applicable, the End User consents to the collection, use and disclosure of the end user's children's personal and personal health information. Parents or legal guardians of children who are 18 years old or have not achieved a majority of the region can review the individuals of that child Ask them to remove personal health information and refuse to collect or use your child's information from analytics facilities. XI. Safeguards We work very hard to protect the data provided by end users. We will take reasonable and appropriate measures to protect the data submitted by end users, including physical, organizational and technical security measures. In addition, we promise to sell your personal information at all. However, the Internet is a global means of communication open to threats, viruses, and intrusions from others. By accepting this Policy, End Users and Analytical Facilities recognize that unintended data loss may occur despite the efforts made in good faith by InBody, third-party affiliates, or analytical facilities. The purpose of access and processes by third-party affiliates in different countries remains consistent with this policy. Data protection laws may be processed and accessible from other countries that may differ from the jurisdiction in which the end user resides. As a result, access requests from governments, courts, or law enforcement agencies in these jurisdictions may be subject to the laws of these jurisdictions. If the End User is an Analytical Facility or Facility User, The End User represents and warrants to InBody that the End User has obtained all necessary consents and provided all necessary notices required by applicable law for the purposes of this Policy. A. Technical Protection We use a variety of security measures, including encryption and authentication tools, to protect end-user information. Third parties, including but not limited to LookinBody Company, use extended levels of security to protect electronic data. Physical protective measures We review our information collection, storage and processing practices, including physical security measures, to prevent unauthorized access to our offices. Third parties, such as LookinBody Company, restrict offices to only authorized personnel, and other forms of restrictions apply to enter departments that have access to servers. C. Administrative Protective Measures We restrict access to personal and personal information to InBody employees, contractors, and agents who need to know personal or personal health information in order to process anything for us. They are subject to strict contractual confidentiality obligations and can be disciplined or terminated if they fail to meet these obligations. Third parties should also restrict access to our servers that use the information for the purposes set out in this Policy. XII. Incident Management InBody and its third-party affiliates have developed a comprehensive incident preparation and response plan designed to identify the cause and scope. An example of an incident involving personal information and personal information, with timely reporting in accordance with our terms and conditions or legal obligations. XIII. Anti-Discrimination We promise not to retaliate or discriminate against those who exercise consumer rights under the California Consumer Protection Act or other applicable consumer protection regulations, and reserve the right to adjust prices based on the services provided. XIV. Terms of Use Any disputes a result of end users' continued use of our Services are subject to this Policy and our terms. Please refer to our Terms explaining other terms and conditions regarding the use of our services. XV. Linked Sites may provide links to other sites that provide information related to our services. When an end user links to another site, the end user is subject to the privacy policy of the new site. End users can find a list of services on .com website www.inbodyusa. XVI. Update We reserve the right to change and amend any part of our Policy at any time without notice. Details of these updates will be available on the site. End users are recommended to check the site from time to time to ensure that they agree to any changes or modifications. The end user's continued use of our Services constitutes the end user's acceptance of this policy and update. This policy is incorporated into the end user's terms of service (if the end user is the end user) and the terms of use of the analytics service (if the end user is a facility user). XVII. Contact End Users if they have any questions or comments about this Policy, our information processing practices, or other aspects of end-user privacy and information security Info@inbody.com, InBody (USA) End User: Legal and Business Dr., Suite C Ceritas, CA 90703 LookinBody Web API Terms 1.1 and these API Terms of Use You agree to enter into a legally binding agreement with Biospace Inc. DBA InBody (we, InBody) by using the InBody Platform. By submitting
the API keys for software applications, websites, InBody products, or services (applications) provided by InBody Developer Sites (the Developer Sites), you acknowledge that you, your clients, and users are in good condition, understand, and are bound by these InBody API Terms of Use (the Terms). You represent and warrant that you have full legal authority to register and bind to these Terms on behalf of the Company or any other entity when developing in partnership with our Platform or using our Platform. If you are not available, you will not be able to accept these Terms or register the Application. Other. The API used in these Terms means any available web APIs, software and other features, and related tools and documentation that InBody makes available on the Developer Site. When developing in collaboration with the InBody Platform (the Developer), you also agree to our Business Partner Agreement and Privacy Policy and recognize that these terms are specifically related to your use of our APIs. If you use the InBody Platform as a client facility (Analytical Facility), you also agree to our Privacy Policy and recognize that these Terms are specifically related to your use of our APIs. 1.2 Scope and Intent InBody make the API available to developers and analytics facilities: (1) You can develop applications using APIs that are immediately available when registering api keys for developer sites. (2) The Vet API Program may develop applications using our APIs that meet the applicable eligibility criteria for the Reviewed API Program and are only available to developers who have agreed to these Terms and business partner agreements as defined below. Only developers can submit reviewed API programs. With regard to the Review API Program, these Terms apply unless there is a conflict with the applicable Business Partner Agreement. 1.3 Developer Documentation Your use of the API and the display of content in the Application must comply with any technical documentation, usage guidelines, call limits, or other documentation managed by the Developer Site (the Developer Documents expressly incorporated into these Terms by reference). Content means data or content obtained from our Services or accessed through the API. Services means usa.lookinbody.com and other InBody-related sites and related apps, communications and services and technologies. There will be inconsistencies between the Developer Documents and these Terms and Conditions and shall be managed by these Terms. 1.4 Eligibility Criteria for self-service API programs You may comply with other requirements and obligations set out in these Terms, and you may participate in the Self-Service API Program and display content obtained through the applicable API in the Application. Effectively and efficiently; or 2.your application does not make more than 500 calls daily to individual API endpoints. 2.API 2.1 Access application registration To get started using the API, contact us first For more information, head of InBody. You will be asked to accept these Terms along with any other agreements required by InBody. You must then sign in to using your LookinBody web account username and password and submit your API key. You agree that you may use, store and share the information you submit to InBody in connection with your Application to share information permitted in our Privacy Policy for attribution purposes, processing of inquiries from members or potential members about your Application, other purposes under these Terms (e.g., we may email you updates about developer programs) and otherwise. You acknowledge that if you share the contact information of an employee or an independent contractor with us, you may be in touch in accordance with these Terms. 2.2 When you register an access credential account, the account owner receives a confirmation email granting access to the application's API credentials. Access credentials means the security keys, secrets, tokens, and other credentials required to access the applicable API. Access credentials allow you to associate API activities with applications and Web accounts. All activities that occur using these access credentials are the responsibility of the customer. You are not responsible for any activity that occurs under these access credentials by InBody. Keep your access credentials secret. Do not sell, share, transfer or sub license to any party other than an employee or independent contractor in accordance with Section 3.1 below. You don't try to circumvent them, and users don't have to get their own access credentials to use the application (for example, to circumvent call restrictions). 2.3 You can create up to 100 test profiles for testing only test profile applications. Profiles must be created manually, rather than in automated methods such as scripts. The test profile must be a standard member profile. All test profiles must be deleted when the test is complete. 2.4 The API License is subject to the terms and conditions under which you comply with these Terms, and we grant you a non-transferable, non-exclusive license under limited, non-exclusive sub licenses (except for independent contractors, who host, develop, test, operate, modify, or support the Application in accordance with Section 3.1), and InBody's intellectual property rights during the period (as defined in Section 11.1 below). (b) distribute or allow the integration of APIs in the application to the end user of the application; Click (c) to view the content accessed through the APIs in the application. 3. Using APIs and InBody Content General Restrictions In addition to the other terms and conditions of these Terms, you shall not: Implement features or business practices that may harm members, or use APIs or content. B. (1) You agree that such employees or independent contractors will enter into a contract with you to protect InBody's rights at least in accordance with this Agreement, and (2) be liable and liable to InBody for any breach of such agreement by such employees or independent contractors. C. Impersonate a member or facility to access information and data available through InBody's network, services, or content. d. use the API or Content for unlawful purposes, in violation of these Terms, in violation of privacy or data protection laws or regulations, or in a way that violates the rights of third parties, or exposes InBody or its users to legal liability; E. Remove legal, copyright, trademark, or other ownership notices contained under these Terms or in materials obtained by you, or contained in materials such as APIs, developer documents, and content. F. Sell, lease, share (unless you make content available to you through the Application), directly or indirectly transfer, sub license, or make the Content available to third parties (you may not sell InBody measurement data or the same access). G. Use content for purposes other than allowing users to use content in your application. H. Use any content in any ad, target your ads to specific users (whether such ads appear in applications or elsewhere), or generate large volumes of messages, promotions, or offers. i. use the API or content in a way that expresses or implies that you, your application, or your use of the Content is sponsored or lised by InBody (for example, you may not express or warrant that InBody has verified or verified the vereness of the Content). J. Use any API in any way that constitutes abusive use, determined by InBody in its reasonable discretion. K. interfere with or interfere with a service or server or network connected to the Service, do not comply with the requirements, procedures, policies or regulations of the network connected to the Service, or use any API to transmit viruses, worms, defects, Trojan horses, or items of a destructive nature. l. Provide proxies, requesting features/Collect InBody usernames or passwords. m. Copy, adapt, reformat, reverse engineer, reverse assembl, decompile, decrypt, translate, or otherly modify apis, access credentials, content, services, InBody brand features or other information or services from InBody, either automatically or otherly. n. use the Content in any way that promotes prejudice or discriminatory practices, including the redlining of data, whether intentionally or inadvertently, based on sensitive or legally protected categories or characteristics; O. Be made to exceed or circumvent api call and usage limits. This includes creating multiple applications for the same or mostly similar use. P. Allow third parties to access or grant access to stand-alone APIs. Q. Attempts to re-identify unserialized or anonymized data. R. Facilitates access, storage, display, or transfer of InBody content obtained in the following ways: scraping, crawling, spidering, or using other technologies or software that access InBody content outside the API (such content, collectively, Unofficial Content). This restriction applies regardless of (1) whether the unofficial content was obtained indirectly through a third party, such as a customer or a third-party developer, and (2) whether the unofficial content is stored or displayed in the application or other resources, products or services. 3.2 Excluded Use of the API In addition to the other terms and conditions of these Terms, you may not do so in any of the following ways under these Terms: Use apis in applications that contain adult content, promote gambling, include the sale of tobacco or alcohol to anyone under the age of 21, or violate applicable laws or regulations. Or b. Use this API to retrieve content aggregated with third-party data in a way that end users cannot attribute content to InBody (i.e., aggregated search results). 4. Storing Content 4.1 Storing Content You may not capture, copy, or store content or information expressed by the Content (such as hashed or converted data) except to the extent permitted by these Terms. You may only store content in a way that allows
you to identify, isolate, and selectively delete it. Content must not be stored in a data repository (other than the relevant customer or member) that allows access to third parties. 4.2 If you store tokens, you may store application-specific IDs (User IDs) that you provide to identify users of your Application, or mobile phone number tokens that members provide when they register for our Services using their InBody account (User Tokens). 4.4 Member Profile Data You must obtain legally valid consent from the Member under your jurisdiction before storing the Member's profile data and content. Inches For the requirements set out in Section 5, the process for obtaining the consent of the members who store the data must at least meet the provisions of the developer documentation. Profile Data means some or all of the member's profile data available through the applicable API. If you update a member's profile data, they are actually using the application and can only update it instead of an automatic schedule. When a member uninstalls an application or when a member closes an account with a user, all content collected through the API (including user IDs and user tokens) must be promptly deleted or unserialized at the request of that member. The limitations in this section do not apply to data provided by members or data that is entered or uploaded separately outside the application by users of the application. 4.5 Removal of violations You must immediately remove all content if you terminate your use of the API. 4.6 Data Protection The term Covered Data has the meaning given to the term personal data under the European Union (EU) General Data Protection Regulation, Regulation (EU) 2016/679 (GDPR). You agree that the data collected at your facility is under your storage and control: You may review, analyze, edit, and modify information related to the Content (excluding content on personal devices). You are responsible for protecting your data, exchanged content, and media in your storage and administration in accordance with applicable jurisdiction laws. You are responsible for all data you enter on the Site in accordance with your use of the Services. If you have, your information will ensure that all data provided through the Site for processing or analysis is correct and true. d. For more information about the data processing process, please see our Privacy Policy. 4.7 Breach Notices and Incident Reports a. Sources of Violations. In order to determine the cause of the member's target data breach, you will conduct a thorough investigation to identify the party who violated the action plan after the incident. You warrant that you have protections, policies, and procedures in place to detect and combat targeted data breaches from your storage and to control data breach detection and response policies. We take technical and organizational measures to detect data breaches covered by our systems. You warrant that you have taken technical steps to detect targeted data breaches in your system. We are implementing policies and procedures: i. access the level of risk to the subject of the data covered as soon as possible ii. Destination.iii. Notify all parties within the company of any affiliates that may occur for the breach and incident iv of the Covered Data as soon as possible. In accordance with this policy, we will notify supervisory authorities (applicable to your jurisdiction) and who and others of the data covered. Notice to supervisory authorities – We may notify you (to determine whether a breach would cause serious harm from PIPEDA) in response to a department 10.1 assessment in case a data breach covered under our control occurs outside our control. If the Company determines that there is a significant risk that the breach will cause material damage to the Member, the Company will notify the

supervisory authority within a reasonable time in the prescribed format and method after the Company has made the decision to leak the Subject Data. You warrant that you have the necessary procedures and protocols in place to notify supervisory authorities and other relevant parties at risk of harm resulting from the covered data breach within a reasonable time following the data breach. Notification to subject data subjects – We have policies and procedures to notify members affected by the target data breach. If the Member determines that there is a real risk of serious well-being or is at serious risk, the Company shall notify the Member in the prescribed way and form. You warrant that you will notify the affected members if we determine that the data breach occurred from your facility and/or management. 5. Do not harm members or deceive trick members 5.1 You agree to include user agreements and privacy policies in your applications, and you agree to link members to your own user agreements and privacy policies. User agreements and privacy policies must be prominently identified or found where members download or access the application. Your privacy practices must meet the applicable legal standards of your jurisdiction and accurately disclose the collection, use, storage and sharing of data. If your application is a franchised application, you must enter into a customer agreement with the franchised customer that explains how to access the InBody account and content on behalf of the customer. You must promptly notify us of any breach of the User Agreement or Privacy Policy that may affect or affect your membership. Your privacy policy must be at least as strict and user-friendly as InBody's. 5.2 Member Consent Before obtaining information from a Member, you must obtain at least legally valid consent in accordance with your jurisdiction, including (a) how the data is used and (b) when collected (for example, the Application pulls the Member's profile data multiple times). (c) Member methodwithdraw their consent. Consent must be given freely (in accordance with the applicable laws of your jurisdiction) and given by statement or clear affirmable action. Brand Use 6.1 Brand Features Licenses and Publicity Rights Subject to these Terms (including our Branding Guidelines), we grant limited, non-exclusive, non-transferable, non-transferable licenses during the period to display our brand features within the Application and accurately promote or promote the integration of APIs in your Application. Characteristics of our brand means trade names, trademarks, service marks, logos and domain names provided by InBody. You agree not to display the characteristics (a) of our brand in a way that violates applicable law, including the Act on Defamation, Slander, Obscenity and Infringement. (b) in a misleading way, means that your application will be approved, created, or approved by InBody (or embellish your relationship with InBody).) (c) in a disingenuous way against InBody in its sole discretion, unless otherwise permitted by our Business Partner Agreement; If you plan formal and proactive press outreach, we will submit content (press releases, blog posts, etc.) to us for prior written approval (e-mail allowed) unless expressly permitted by our branding guidelines. The goodwill of our brand features a result of your use belongs solely to InBody. You grant us a limited, non-exclusive, non-assignable, non-sub-license during the period to display your trade name, trademark, service mark, logo, and domain name (collectively, Brand Characteristics) in order to promote or promote your use of the API in your Application. Any goodwill of your brand's characteristics due to our use belongs only to you. We may, without your consent, refer to you publicly, orally or in writing, as a licensee to you with this API and/or content. We may also post your name and logo in our services, press releases, and promotional materials without additional consent or notice to you. 7. Safety and Abuse 7.1 Security Measures In addition to Sections 4.6 and 4.7, you agree to: Security requirements. Network, operating system, and Web server, database, and computer system (collectively, Systems) software must be properly configured to operate applications securely and process content. b. If a security questionnaire is requested, you must complete the InBody security survey (provided by InBody). c. Security breaches. You must promptly report any security flaws or intrusions of the system you discover (or published or reported to you) to InBody in writing via email.Subsequent contact information posted on the developer site where such intrusions may reasonably be expected to have any effect on the content. InBody or its members. You will work with InBody to immediately correct security deficiencies, disconnect intrusions and intruders, and notify, guide, and notify you that insufficient applications are not generally available until a security breach/issue is resolved. In the event of a security flaw or intrusion of the Application, API or Content, you will not make any public statements (e.g., press, blog, social media, bulletin board, etc.) in writing in advance and without expressing permission from InBody in each instance. 7.2 Monitoring You provide up to two full-featured client account-level instances to access your applications (and/or other materials related to the use of the API and/or content) that we reasonably request to ensure compliance with these Terms (including your security and privacy obligations under these Terms). You also agree to assist us in verifying your compliance with the Services by providing you with information about the storage of your applications and content. If you do not indicate full compliance with these Terms, we may restrict or terminate your access to the API as determined in our sole discretion. You recognize that InBody may monitor API activity from its own systems to ensure quality, improve InBody products and services, and comply with these Terms. Do not interfere with such monitoring, attempt to interfere, or hide API activity from InBody. InBody can use technical means to overcome such interference. 8. Rights InBody Reservations 8.1 Support and Updates We may provide support for the API at our sole discretion and may stop providing support to you at any time, with notice or liability to you. We are under no obligation to provide direct training, support, or technical assistance to the Application, Content, or API, and you will tell the Application User that you are responsible for such support. We may change or release any subsequent versions of these Terms, privacy policies, and business partnership agreements, and/or subsequent versions, and require you to use subsequent versions. Unless you release a new version of the API for security or legal reasons, there is a reasonable amount of notice (as determined by us) to migrate to a subsequent version of the API. The customer confirms that if InBody releases a subsequent version of the API, the previous version of such API may stop working at any time or may not work in .Similarly. The use of the API since subsequent releases is considered to accept all changes. 8.2 Costs and Fees InBody is not obligated to continue using the API, which requires changes to the costs and fees associated with the use of the API or developer tools and features. Each party shall bear its own costs and expenses in fulfilling its obligations under these Terms. 8.3 Independent Development The parties acknowledge that they may independently create applications, content or other products or services that may be similar or competing with others, and the content of these Terms shall be subject to such applications, content, it is interpreted as restricting or preventing the creation and complete misuse of other products or services. 9. Ownership 9.1 Between all rights parties reserved between the parties, we own (a) the API, all elements of the API, components, executables, and (b) all rights, powers, and interests in the Content. (c) The Services (d) our brand features (clauses (a)-(d) collectively the InBody Materials and you own all rights, rights and interests in the Application and your brand features. Except to the limited extent expressly provided in these Terms, no other party shall acquire any right, title or interest (including any implied license) to the property of a first party under these Terms. All rights not expressly granted in these Terms are reserved. 9.2 During the license period for your Application, you grant royalty-free, non-exclusive, worldwide, irrevocable rights and licenses based on all of your intellectual property rights, and use, perform and display your Application and its content for marketing, demonstration and response to inquiries. (b) sub license the link to your application and the member's instructions (c) the above rights to the InBody affiliate (as defined in Section 12.3 below). 9.3 Feedback One party may, in its sole discretion, choose from time to time to provide suggestions, comments, improvements, ideas or other feedback to other parties in connection with the other party's products and services (Feedback). Feedback is provided on a yes basis without warranty of any kind and the recipient is licensed to use royalty-free, global, sub licenseable, transferable, non-exclusive, perpetual and non-rescribable rights and feedback. Each party agrees not to provide any intellectual property claims by third parties, or feedback that it knows is subject to license terms that require products or services derived from feedback to be licensed with or licensed or shared with third parties. 10. In accordance with law and these Terms of Use 10.1 legal compliance, you express and warrant to InBody:You have the right to use, reproduce, transmit, publish, publish and distribute the Application (except the InBody Materials). (b) The use of the Application by InBody and its members in accordance with the Terms of Use of the Application does not infringe the rights of third parties (including copyrights, patents, trademarks, privacy, publicity or other property rights) or any applicable regulations or laws (including the Digital Millennium Copyright Act, the laws of the country in which your application is provided and applicable export laws). (c) Comply with all applicable regions. You must comply with these Terms in order to use the API and reserve the right to terminate access to the API in connection with These Terms 10.2 Compliance and amendments to these Terms, including state, federal and foreign laws, including privacy and data protection laws and regulations, including obtaining all necessary consents and approvals in your jurisdiction under law. The latest version of these Terms can be checked on the Developer Site. We reserve the right to modify, supplement or replace the terms of these Terms when posting on the Developer Site or notifying you. For example, if you amend these Terms, we may display a banner on the Developer Site so that you can access and review the changes before continuing to use the API and developer sites. If you do not agree to any changes to these Terms, you may terminate them at any time in accordance with Section 11. 10.3 Other Obligations In addition to other documentation incorporated in reference to the terms and conditions above, you and your application must comply with the following, if applicable to you: InBody Business Partnership Agreement; and b. Inbody Privacy Policy. In the event of any inconsistency between the contents of this document and the above documents, these Terms will control your use of the API. If you do not agree to the terms of these Terms, do not access or use the API. InBody reserves the right to request consent to additional agreements/documents as part of your obligations. 11. Period and Termination Period The term of this Agreement (term) is from the date you agree to these Terms and will continue until terminated unless set out or applied below. 11.2 Your right to cancel You may terminate these Terms by discontinuing your use of our APIs or by terminating your subscription. 11.3 Suspension; Termination We may suspend or terminate all or any use of the API or content.You believe that the usability of the API in your application is not in the best interests of us or our members, either in violation of these Terms or at our sole discretion. We may stop using the API or content in whole or in part at any time for any reason. We will provide 30 calendar day notices to protect the security or integrity of our APIs and related products, to address your security or user privacy issues, for legal compliance reasons, or to the extent necessary to mitigate damages in connection with third-party litigation, unless we stop such availability. We may also impose restrictions on certain features and services, or restrict access to APIs, content, or some or all of our Services. It may not be practical or commercially reasonable in all circumstances to provide advance notice of the exercise of rights under this section. Accordingly, all of our rights in these Terms may be exercised without prior notice or liability to you. 11.4 If either party terminates these Terms, (a) others have filed a petition or response seeking voluntary filing or reorganization of bankruptcy; (b) the other party has filed an involuntary claim for bankruptcy that has not been dismissed within 60 calendar days; (c) admit in writing that if the other party goes bankrupt, it will not be able to pay the debt as the parties mature, or make an allocation for the benefit of the creditor; (d) If the other party has applied for or agreed to the appointment of substantially all assets or such trustee, trustee or liquidator, the trustee or liquidator will be appointed to the other party. (e) in the event of a serious breach of these Terms by others, if a third party provides the breach within 10 days of a written notice identifying the matters that constitute that serious breach; 11.5 Impact of termination at the end of these Terms: a. All licenses granted under these Terms will terminate immediately. b. Up up to request, each party shall promptly return to the other party or delete all tangible embodiments of the party's confidential information in its possession, custody or administration. c. Comply with the requirements to remove stored content. And d. InBody will make commercially reasonable efforts to remove all references and links from the Service to your Application (InBody has no other obligation to remove copies, references or links to your Application). Notwithstanding the fore, each party may retain a copy of these Terms and other confidential information of others reasonably required for legal and audit purposes. InBody may require written proof of compliance with this section. 11.6 Survival belowThe Agreement shall survive the termination of Section 3 (Use of the API and InBody Content), 4.6 (Deletion at the Request of a Member), 4.7 (Removal of Violations), 4.8 (Data Protection), 5 (No Harm or Trick Member), 6 (Brand Use), 7 (Safety and Abuse), 8.3 (Independent Development), 9 (Ownership), 10 (In accordance with the law and these Terms), 11.5 (Termination effects), 11.6 (survival), 12 (limitation of warranty disclaimer liability; compensation), 13 (dispute resolution), and 14 (general terms). 12. Limitation of Warranty Disclaimer Liability; Disclaimer 12.1 Disclaimers Some countries and jurisdictions do not allow the exclusion of certain exclusions or exclusions of liability, and as a result, the contents of this Section 12 may not apply to you. 12.2 Except as described in the Business Alliance Agreement, we make indemnity of any warranty that provides all other information and services regarding as is and available that do not warrant of any kind, and we expressly reject any warranties and conditions, including any warranty or condition of any particular purpose, availability, security, and title. You are solely responsible for any damage caused by the use of in-body materials or loss of data on your computer systems, at your own discretion and risk. Whether verbally or in writing, the advice or information you obtain from us or from in-body materials does not create warranties or conditions not expressly described in these terms. INBODY does not precisely control or VET user-generated content. 12.3 Any limitation of any obligations of our parent company shall be made by our subsidiaries, affiliates, or suppliers (each Inbody Affiliate) and the Company and its employees, shareholders, or directors to (A) special, incidental, indirect, punitive, or third parties resulting from the use of inbody downloaded from you or Inbody; or liability cumulatively for consequential damages or losses, or (B) liability or damages in addition to \$10,000 (\$10,000). This limitation of liability shall apply regardless of (A) whether torts, statutes, or other legal theories are claimed, (B) what we knew or should have known about the possibility of such damages, or (C) whether the limited remedies provided in this section failed for their essential purposes, and two. It does not apply to damages that may intentionally or intentionally cause damage to you if you violate these Terms or applicable law, or are required by applicable law that does not apply in these terms. 12.4 Your compensation obligations From any claim or action for all damages, liabilities, costs and expenses (including reasonable attorneys' fees) brought by a third party, you shall inbody and inbody affiliates (and each of our employees, shareholders and directors) a result of or (attributable to your obligations) or related. (b) violate copyrights, trademarks, service marks, trade secrets or patents due to applications, feedback, or your brand characteristics; 13. Dispute Resolution Act and Forums for Legal Disputes Any claims, lawsuits or disputes (claims) a result of or related to these terms shall be governed by the laws of the State of California, except that the U.S. Federal Arbitration Act governs everything related to arbitration. All claims (except those filed in arbitration and small claims court) may only be litigated in federal or state courts in Los Angeles County, California, USA, so we each agree to the personal jurisdiction of these courts. Notwithstanding the fore, you agree that InBody will be allowed to apply for insadable relief (or an equivalent type of emergency legal remedy) in any jurisdiction. In the event of a lawsuit between the parties attributable or related to these terms, the prevailing party is entitled to recover attorneys' fees and any costs incurred. 13.2 For claims a result of or relating to these Terms where the arbitration option (excluding injunctions or other claims for equitable relief) is less than \$10,000 in total, the party requesting relief may choose to resolve the claim in a cost-effective way by binding on non-appearance arbitration. If the parties choose to arbitrate, the parties shall initiate such arbitration through an established alternative dispute resolution (ADR) provider mutually agreed up by the parties. ADR providers and parties must follow the following rules: a. Arbitration is based solely on telephone, online, and/or written submissions, and certain methods must be selected by the party beginning the arbitration. b. Arbitration shall not involve a personal appearance by a party or witness unless the parties mutually agree. In addition, judgments on awards awarded by arbitrators are final and may enter courts of competent jurisdiction. 14. General Clause 14.1 If any provision of this Agreement is found to be unlawful, invalid or unenforceable, the unenforceable provisions will be changed to be as enforceable as possible in order to enable the intent of the provision. If the term cannot be changed, the term is disconnected.The provisions of these Terms are not affected in any way. 14.2 If Language InBody provides a translation of the English version of these Terms, you agree that the translation will be provided for your convenience and controlled by the English version of such document. 14.3 Process notices and services We may notify you via postings on the Developer Site or via email addresses associated with applications or member accounts. InBody accepts the services of the process at this address: InBody USA ATTN: Legal and Business Affairs, 13850 Cerritos Corporate Drive, Unit C., Cerritos, CA 90703.Notices you provide without this section have no legal effect. 14.4 These Terms in whole, including by reference to the documents set out in these Terms, constitute all agreements between you and InBody with respect to the subject matter of these Terms and shall replace all prior agreements and understandings, whether written or oral, or established by custom, custom, policy or precedent with respect to the subject matter of these Terms. 14.5 In no case shall you have the right to seek reassessing, injunction or other equitable remedies, or to combine or bind the developer platform or the developer platform, content or other materials to the operation of any API, content or other material used or displayed through the InBody Developer Platform. 14.6 You may not assign or delegate any right or obligation under these Terms, including in connection with any change of control, without InBody's prior written consent. Any appointment and delegation shall be null and void. We are free to assign or delegate all rights and obligations under these Terms to you without notice. 14.7 Potential other rights and obligations If you are located outside the United States, you may have rights or obligations under local laws other than those listed here. 14.8 It shall be interpreted as creating any kind of partnership or joint venture between the parties without partnership in these terms and conditions, and neither party shall have the authority to detain the other party or to be contractually or liable in the name of the other party in any way or for any purpose. 14.9 How to Contact Us If you have any questions or comments regarding these terms, please contact us online (LBWeb@inbody.com) or by physical email: InBody USA Attn: Legal & Business Affairs 13850 Cerritos Corporate Drive, Unit C Cerritos, CA 90703 | |

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