

TATTVA HEALTH INC.

Terms and Conditions of Use

Effective Date: March 17, 2026 | Last Revised: March 17, 2026

Welcome to www.tattva.health (the “Site”). Tattva Health Inc. (“Tattva,” “we,” “us,” or “our”) provides cardiac recovery support services, immersive retreats, heart-centered wellness programs, and related digital and in-person experiences. By accessing or using this Site, you agree to be legally bound by these Terms and Conditions of Use (“Agreement”). If you do not agree to every provision of this Agreement, please discontinue use of the Site immediately.

1. Agreement to Terms

This Agreement is entered into between you and Tattva and governs your access to and use of this Site, all content, programs, products, and services offered thereon. Tattva may modify this Agreement at any time by posting an updated version at www.tattva.health. Modifications are effective immediately upon posting. Your continued use of the Site following any modification constitutes your unconditional acceptance of the revised Agreement. It is your responsibility to review this Agreement periodically.

2. Critical Health and Medical Disclaimer

PLEASE READ THIS SECTION CAREFULLY BEFORE USING THE SITE OR ENGAGING IN ANY TATTVA PROGRAM OR SERVICE.

2.1 Not Medical Advice. The information, content, programs, and services provided by Tattva Health Inc. – including cardiac recovery support protocols, autonomic nervous system regulation programs, biometric assessment and education (including HRV), breathwork and movement practices, nutrition awareness guidance, online education and digital learning content, immersive retreat experiences, and any biomarker-related insights or wellness communications – are provided for general wellness, education, and informational purposes only. Nothing on this Site, and nothing communicated to you by Tattva Health Inc. or its personnel, constitutes, or should be construed as, medical advice, diagnosis, treatment, or a substitute for professional medical care.

2.2 Cardiac and Cardiovascular Conditions. Tattva’s programs are designed to complement, not replace, medically supervised care. If you have a history of or are at risk for any cardiac or cardiovascular condition— including but not limited to myocardial infarction (heart attack), congestive heart failure, arrhythmia, valvular disease, or hypertension – you must:

- Obtain written clearance from your licensed physician or cardiologist before participating in any Tattva program, retreat, or service;
- Disclose your full cardiac history and all medications to Tattva’s program staff prior to participation; and
- Immediately cease participation and seek emergency medical care if you experience chest pain, shortness of breath, irregular heartbeat, dizziness, or any other concerning symptoms during a Tattva program.

2.3 Emergency Services. TATTVA DOES NOT PROVIDE EMERGENCY MEDICAL SERVICES. In the event of a medical emergency, dial 911 (in the U.S.) or your local emergency number immediately. Do not rely on Tattva, its platform, its personnel, or any digital monitoring tool provided in connection with Tattva's services to respond to a medical emergency.

2.4 Biometric Data. Any physiological data (beat-to-beat heart rate, activity, HRV, etc.), sleep data, voice analytics, or other biometric data collected or reviewed in connection with Tattva's programs is intended solely to support your personal wellness awareness. Such data is not intended to diagnose, treat, cure, or prevent any medical condition, and should not be used as the sole basis for any health-related decision.

2.5 No Physician-Patient or Therapist-Client Relationship. Your use of the Site or participation in any Tattva program does not create a physician-patient, therapist-client, or other licensed professional relationship between you and Tattva or any of its personnel.

3. Eligibility and Age Restrictions

This Site and Tattva's services are intended solely for individuals who are 18 years of age or older. By using the Site, you represent and warrant that you are at least 18 years old and have the legal capacity to enter into a binding agreement. Tattva does not knowingly collect personal information from individuals under 18. If Tattva discovers that a minor has used the Site or enrolled in a program, Tattva reserves the right to immediately terminate that individual's access and delete any associated data.

4. Program Participation and Assumption of Risk

Tattva Health Inc.'s programs – whether delivered in-person, virtually, or through digital platforms – may include physical movement, breathwork, nervous system regulation practices, cardiac recovery protocols, biometric self-monitoring, and mind-body modalities. Participation in any Tattva Health Inc. program, regardless of delivery format, involves inherent risk, including the risk of physical discomfort, emotional activation, or adverse physiological response, particularly for individuals with pre-existing cardiac or cardiovascular conditions.

By registering for or participating in any Tattva Health Inc. program or service, you acknowledge these inherent risks and agree that:

- You have consulted with, or will consult with, a qualified healthcare professional regarding your fitness to participate prior to beginning any program;
- You will immediately discontinue participation and seek appropriate medical attention if you experience any concerning symptoms during a program; and
- Tattva Health Inc. is not liable for any adverse outcomes arising from your participation, to the fullest extent permitted by applicable law.

Prior to participation in any in-person retreat or immersive program, participants will additionally be required to execute a separate Participant Waiver, Assumption of Risk, and Health Screening Agreement, which supplements and is incorporated into this Agreement. Health system and institutional partners will be governed by the terms of separately executed partnership or service agreements between Tattva Health Inc. and the applicable institution.

5. Payment and Subscription Terms

5.1 Fees. You agree to pay all fees associated with any products, services, retreats, or subscriptions you purchase through the Site. All fees are stated in U.S. dollars. Tattva reserves the right to modify pricing at any time, with notice provided prior to your next billing cycle where applicable.

5.2 Billing. By providing payment information, you authorize Tattva or its third-party payment processor to charge applicable fees to your payment method. You represent that you are authorized to use the payment method provided.

5.3 Taxes. You are responsible for all applicable sales, use, or other taxes associated with your purchases.

5.4 Disputes. If you believe a charge is in error, you must contact Tattva at hello@tattva.health within thirty (30) days of the charge date.

6. Wearable Devices and Biometric Technology

Certain Tattva programs may involve the use of third-party wearable devices (e.g., HRV monitors, biosensors, or similar devices) or third-party software platforms for data collection. Your use of any such device or platform is governed by the manufacturer's or developer's own terms and privacy policy. Tattva is not responsible for the accuracy, availability, or security of data generated by third-party devices or platforms, and makes no representation that such data is suitable for clinical use or diagnosis.

7. Clinical Research and Pilot Programs

From time to time, Tattva may conduct pilots, observational studies, or research collaborations with academic or clinical partners. Participation in any such program will be governed by a separate informed consent document, which will describe the nature of data collection, storage, and use. Your participation in any research-adjacent program is entirely voluntary. You have the right to withdraw consent at any time without penalty to your access to Tattva's other services.

8. Intellectual Property and Site Ownership

All content on this Site – including but not limited to text, graphics, logos, icons, images, audio and video clips, program curricula, proprietary assessments, and software – is the exclusive property of Tattva or its licensors and is protected by applicable copyright, trademark, trade secret, and other intellectual property laws. You are granted a limited, non-exclusive, non-transferable, revocable license to access and use the Site solely for your personal, non-commercial purposes.

You may not: (a) copy, reproduce, distribute, publish, or create derivative works from any Site content without Tattva's prior written consent; (b) reverse engineer or decompile any software used on the Site; (c) use any automated scraping, crawling, or data-mining tools on the Site; or (d) use Tattva's trademarks, trade dress, or brand elements without prior written authorization.

9. User-Submitted Content

9.1 Responsibility. You are solely responsible for any content you submit to Tattva – including reviews, testimonials, program feedback, and communications – and you represent and warrant that such content does not infringe any third-party rights.

9.2 License. By submitting content to Tattva, you grant Tattva a worldwide, royalty-free, perpetual, irrevocable license to use, reproduce, adapt, publish, and display such content in connection with its services and marketing, subject to the terms of Tattva's Privacy Policy.

9.3 Health Content Restriction. You agree not to submit content that constitutes unsolicited medical advice, promotes unproven health claims, or could be reasonably understood as a medical recommendation. Tattva reserves the right to remove any content, at its sole discretion, that it determines is inaccurate, misleading, or potentially harmful.

10. Compliance with Laws

You agree to comply with all applicable federal, state, and local laws and regulations in connection with your use of the Site and participation in any Tattva program. You represent and warrant that all information you provide to Tattva is truthful and accurate to the best of your knowledge.

11. Privacy

Your access to and use of this Site is also governed by Tattva's Privacy Policy, available at www.tattva.health/privacy, which is incorporated into this Agreement by reference. By using the Site, you consent to the data practices described in the Privacy Policy.

12. Third-Party Links and Services

This Site may contain links to third-party websites, platforms, or services. Tattva has no control over, and assumes no responsibility for, the content, privacy practices, or terms of any third-party site. Inclusion of any link does not imply Tattva's endorsement of the linked site. Your interactions with third-party sites are solely between you and the applicable third party.

13. Disclaimer of Warranties

THE SITE AND ALL CONTENT, PROGRAMS, AND SERVICES OFFERED THROUGH THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY, OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TATTVA HEALTH INC. EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

TATTVA HEALTH INC. DOES NOT WARRANT THAT: (A) THE SITE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE; (B) ANY DEFECTS IN THE SITE WILL BE CORRECTED; (C) THE SITE OR ANY CONTENT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (D) ANY WELLNESS, HEALTH, OR PHYSIOLOGICAL OUTCOMES WILL RESULT FROM USE OF THE SITE OR

PARTICIPATION IN TATTVA HEALTH INC.'S PROGRAMS; OR (E) ANY SPECIFIC IMPROVEMENTS IN CARDIAC FUNCTION, HEART RATE VARIABILITY, OR OTHER BIOMETRIC MEASUREMENTS WILL RESULT FROM PARTICIPATION IN ANY TATTVA HEALTH INC. PROGRAM OR USE OF ANY ASSOCIATED TECHNOLOGY OR METHODOLOGY.

14. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TATTVA, ITS OWNERS, MANAGERS, OFFICERS, EMPLOYEES, CONTRACTORS, CLINICAL ADVISORS, AND AFFILIATES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES – INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, DATA, HEALTH OUTCOMES, PERSONAL INJURY, OR PROPERTY DAMAGE – ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SITE, OR YOUR PARTICIPATION IN ANY TATTVA PROGRAM, EVEN IF TATTVA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TATTVA'S TOTAL CUMULATIVE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF: (A) THE TOTAL FEES PAID BY YOU TO TATTVA IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR (B) ONE HUNDRED DOLLARS (\$100).

Some jurisdictions do not allow exclusion of certain warranties or limitation of certain types of liability. Where such laws apply, the above limitations may not apply to you in full.

15. Indemnification

You agree to defend, indemnify, and hold harmless Tattva Health Inc. and its owners, managers, officers, employees, contractors, clinical advisors, successors, and assigns from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your use of or access to the Site; (b) your violation of this Agreement; (c) your violation of any third-party rights; (d) your submission of false or inaccurate health information; (e) your participation in any Tattva Health Inc. program or service, whether or not physician clearance was obtained prior to participation; or (f) any adverse health outcome, including cardiac or cardiovascular events, arising during or following participation in any Tattva Health Inc. program, retreat, or digital service, regardless of whether such participation was undertaken with or without medical advice or physician authorization.

16. Dispute Resolution and Arbitration

16.1 Informal Resolution. Before initiating formal dispute proceedings, you agree to contact Tattva at hello@tattva.health and attempt in good faith to resolve the dispute informally. Tattva will attempt to do the same.

16.2 Binding Arbitration. If informal resolution fails, any dispute, claim, or controversy arising out of or relating to this Agreement or your use of the Site – except as provided in Section 16.4 – shall be resolved by binding individual arbitration administered by JAMS under its applicable rules. The arbitration shall take place in the State of Delaware, or by videoconference. The arbitrator's decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

16.3 Class Action Waiver. YOU AND TATTVA EACH WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION, CLASS ARBITRATION, OR ANY OTHER REPRESENTATIVE PROCEEDING.

16.4 Exceptions. Either party may seek emergency injunctive relief in a court of competent jurisdiction to prevent irreparable harm. Claims related to Tattva's intellectual property rights may be brought in court without first arbitrating.

17. Force Majeure

Tattva shall not be liable for any delay or failure in performance resulting from causes beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemic or epidemic, government orders, labor disputes, internet or telecommunications failures, or other events beyond Tattva's reasonable control.

18. Copyright Infringement (DMCA)

If you believe your copyrighted work has been used on this Site in a manner that constitutes copyright infringement, please provide written notice to Tattva's designated copyright agent containing all of the following:

- An electronic or physical signature of the person authorized to act on behalf of the copyright owner;
- Identification of the copyrighted work claimed to be infringed;
- Identification of the material on the Site that you claim is infringing, with sufficient detail to locate it;
- Your contact information (name, address, telephone number, and email address);
- A statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement, made under penalty of perjury, that the information provided is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

By Mail: Tattva Health Inc., 3500 South Dupont Highway, Dover, DE 19901

By Email: hello@tattva.health

19. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. Subject to the arbitration provision above, any action arising out of or related to this Agreement shall be brought exclusively in a court of competent jurisdiction in the State of Delaware.

20. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions of this Agreement shall continue in full force and effect.

21. Termination

Tattva reserves the right to suspend or terminate your access to the Site and any associated programs or services at any time, with or without notice, for any reason, including but not limited to your breach of this Agreement. Upon termination, all licenses granted to you hereunder shall immediately cease. Provisions that by their nature should survive termination – including Sections 2, 13, 14, 15, 16, and 19 – shall survive.

22. Entire Agreement

This Agreement, together with Tattva's Privacy Policy and any program-specific enrollment agreements, constitutes the entire agreement between you and Tattva with respect to your use of the Site and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties.

23. Contact Information

Tattva Health Inc.

3500 South Dupont Highway, Dover, DE 19901 **Phone:** +1 (917) 580-0055

Email: hello@tattva.health