

Website Terms Of Use

Welcome to ActiveAging!

This *Website Terms of Use* (the “**Agreement**”) applies to your (“**you**” and “**your**”) access to, and/or use of, ActiveAging.ai and its subdomains (collectively, the “**Website**”). You must read this Agreement carefully, and by accessing or using the Website, you confirm that you have read, understood, and agree to be bound by:

- (A) these terms and conditions in their entirety; and
- (B) any supplemental terms or policies in this Agreement which are stated to be incorporated into this Agreement (such as our Privacy Policy)

For the avoidance of doubt, this Agreement does **not** apply to the purchase or licensing (or other procurement) of any **ActiveAging** products or services.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ENTITY, YOU REPRESENT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO BIND SUCH ENTITY TO THIS AGREEMENT (AND ALL REFERENCES TO “YOU” AND “YOUR” SHALL REFER TO SUCH ENTITY).

IF YOU DO NOT AGREE WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THE WEBSITE.

YOU REPRESENT THAT YOU ARE AT LEAST EIGHTEEN (18) YEARS OLD, BUT IN ANY EVENT OF A LEGAL AGE TO FORM A BINDING CONTRACT. MINORS ARE NOT PERMITTED TO ACCESS OR USE THE WEBSITE.

This Agreement is a binding agreement between you and **ActiveAging Analytics Ltd.**, a company located at HaEshel St 1, Southern Industrial Park 3079830, Caesarea, Israel, including the ActiveAging Affiliates (collectively, “**ActiveAging**”, “**we**”, “**us**”, and “**our**”).

ActiveAging reserves the right to modify this Agreement at any time by posting the modified Agreement at <https://activeaging.ai/wp-content/uploads/2024/11/activeaging-website-terms-of-use.pdf>. Such modifications will be effective upon posting (unless we specify a later effective

date). In such cases, we will also update the “Last Updated” reference set forth at the beginning of this Agreement. Your continued use of the Website following the posting of revised Agreement means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

1. DEFINITIONS AND INTERPRETATION

This Agreement contains a range of capitalized terms, some of which are defined in this Section and some of which are defined elsewhere. The Section headings in this Agreement are for convenience of reading only and may not to be used or relied upon for interpretive purposes.

“**Content**” means any text, data, information, images, graphics, sounds, videos, audio clips, links, and/or similar materials and content.

“**Intellectual Property Rights**” means any and all rights, titles, and interests (under any jurisdiction or treaty, whether protectable or not, whether registered or unregistered, and whether vested, contingent, or future) in and to inventions, discoveries, works of authorship, designs, software, technical information, databases, know-how, mask works, methods, technology, and other intellectual property (collectively, “**Intellectual Property**”), and includes but is not limited to patents, copyrights and similar authorship rights, moral (and similar personal) rights, mask work rights, data and database rights, trade secret rights and similar rights in confidential information and other non-public information, design rights, trademark, service mark, trade name, trade dress and similar branding rights, as well as: (i) all applications, registrations, renewals, reexaminations, extensions, continuations, continuations-in-part, provisionals, substitutions, divisions or reissues of or for the foregoing; and (ii) all goodwill associated with the foregoing.

“**Law**” means any federal, state, foreign, regional or local statute, regulation, ordinance, or rule, in any jurisdiction.

“**ActiveAging Affiliate**” means, with respect to ActiveAging, any organization or entity controlling, controlled by, or under common control with, ActiveAging, where “control” means the possession, directly or indirectly, of the power to direct or cause the direction of

the management and policies of such person, organization or entity, whether through the ownership of voting securities, by contract, or otherwise.

“**ActiveAging Materials**” means, collectively, the Website and any Content appearing or displayed on or in the Website. For the avoidance of doubt, and unless the context requires otherwise, references herein to ActiveAging Materials includes without limitation Third Party Content (defined below).

“**Privacy Policy**” means ActiveAging’s then-current privacy policy available at <https://activeaging.ai/wp-content/uploads/2024/11/activeaging-privacy-policy.pdf>, as may be modified from time to time by ActiveAging.

2. WEBSITE ACCESS

We hereby grant you a personal, limited, non-exclusive, non-assignable, non-sublicensable, revocable right and license to access, view and use the Website and related ActiveAging Materials solely for your own personal and non-commercial use, and provided that you comply with this Agreement (collectively, the “**License**”). Except for the License, ActiveAging does not grant you any right or license in or to any of ActiveAging’s or a third party’s Intellectual Property Rights. In our sole discretion we may, at any time, with or without notice, and for any or no reason: (a) revoke the License, suspend the Website, and/or terminate this Agreement; and (b) modify, remove, and/or otherwise restrict access to (such as by geo-blocking), all or any part of the Website.

3. USAGE RESTRICTIONS

As a condition to the License, you shall not (and shall not permit or encourage any third party to) do any of the following, in whole or in part: (a) copy or reproduce (such as by screen scraping), republish, create public Internet “links” to, “frame”, or “mirror” any ActiveAging Materials, or otherwise access ActiveAging Materials via any automated process; (b) sell, assign, lease, lend, rent, distribute, or make available any ActiveAging Materials to any third party, or otherwise offer or use any ActiveAging Materials as part of a time-sharing, outsourcing, or service bureau environment; (c) modify, adapt, arrange, translate, decompile, disassemble, reverse engineer, decrypt, or otherwise attempt to discover the source code or non-literal aspects (such as the underlying ideas, algorithms, structure, sequence, organization, and interfaces) of, any

ActiveAging Materials; (d) remove, alter, or conceal, in whole or in part, any copyright, trademark, or other proprietary rights notice or legend displayed or contained on or in any ActiveAging Materials; (e) circumvent, disable or otherwise interfere with security-related or technical features or protocols of any ActiveAging Materials; (f) make a derivative work of any ActiveAging Materials, or use any ActiveAging Materials to develop or create any service, product, or Content that is the same as (or substantially similar to or competitive with) any of the ActiveAging Materials; (g) upload, publish, or transmit any “robots” or “spiders” (such as web crawlers), virus, malware, Trojan horse, spyware, or similar malicious item intended (or that has the potential) to damage or disrupt, or otherwise misuse, any ActiveAging Materials; and/or (i) take any action that imposes or may impose (as determined in ActiveAging’s sole discretion) an unreasonable or disproportionately large load on the Website infrastructure, or otherwise interfere (or attempt to interfere) with the integrity or proper working of any ActiveAging Materials; (j) use any ActiveAging Materials to infringe, misappropriate or violate any third party’s Intellectual Property Rights (as defined below), privacy (or other personal) rights), or any Law (such as to impersonate or attempt to impersonate any other person or entity); and/or (k) upload or publish any advertisement or promotional material on the Website.

4. ACCOUNT

In order to use some of parts of the Website, you may need to create an account (“**Account**”). You agree not to create an Account for anyone else or use the account of another without their permission. When creating your Account, you must provide accurate and complete information. You are solely responsible for the activity that occurs in your Account, and you must keep your Account password secure. You must notify ActiveAging immediately of any breach of security or unauthorized use of your Account. As between you and ActiveAging, you are solely responsible and liable for the activity that occurs in connection with your Account. If you wish to delete your Account you may send an email request to ActiveAging at office@ActiveAging.ai.

5. LINKING TO OUR WEBSITE

ActiveAging permits you to link to the Website provided that: (i) you link to (but do not replicate) any page on this Website; (ii) the hyperlink text shall accurately describe the Content as it appears on the Website; (iii) you shall not misrepresent your relationship with ActiveAging or present any false information about ActiveAging, and shall not imply in any way that we are endorsing you or any services or products, unless we have given you our express prior written consent to do so; (iv) you shall not link from a website which prohibits linking to third parties; (v) the website from which you link to the Website does not contain Content that is offensive or controversial (both as determined at our sole discretion), that infringes, misappropriates, or violates any Intellectual Property Rights; and (vi) you, and your website, comply with this Agreement and applicable Law.

6. THIRD PARTY CONTENT

The Website may display, link to, and/or otherwise allow you to view, access, or interact with, Content from third parties and other sources that are not owned or controlled by ActiveAging, even if they are ActiveAging-branded or otherwise display ActiveAging's name or logo (such Content and third parties, "**Third Party Content**" and "**Third Party Providers**", respectively). The Website may also enable you to communicate with the Third Party Providers. For example, the Website may display links to, or otherwise contain embedded links to, distributor or supplier websites that distribute or supply the ActiveAging products.

The display or communication to you of such Third Party Content does not (and shall not be construed to) in any way imply, suggest, or constitute any sponsorship, endorsement, or approval by ActiveAging of such Third Party Content or Third Party Provider, or by such Third Party Provider of ActiveAging, and nor any affiliation between ActiveAging and such Third Party Provider.

ActiveAging does not assume any responsibility or liability for Third Party Content, or any Third Party Provider's terms of use, privacy policies, actions, omissions, or practices. Please read the respective terms of use and privacy policies of any Third Party Provider that you interact with before you engage in any such activity.

7. INTELLECTUAL PROPERTY

As between you and ActiveAging, ActiveAging (and/or its licensors and suppliers, as applicable) is and shall remain the sole and exclusive owner of all right, title, and interest (including, but not limited to, all Intellectual Property Rights) in and to:

(a) the ActiveAging Materials, as well as any computer programs (including APIs), code, databases, or other Intellectual Property underlying, operating, or otherwise embodied in any ActiveAging Materials; and

(b) the trademarks, service marks, trade names, service names, trade dress, symbols, brands, and logos displayed on contained on or in any ActiveAging Materials ("**Trademarks**").

You acknowledge that the items in paragraphs (a) and (b) above may be protected by Intellectual Property Rights treaties and Laws. Without limiting paragraph (b) above, *ActiveAging*[™] and its respective logos and design, are the Trademarks of ActiveAging. Other Trademarks displayed on contained on or in any ActiveAging Materials are the property of their respective third party owners.

Except for the License, ActiveAging (and its licensors and suppliers, as applicable) reserve all rights in and to their respective Intellectual Property Rights. Any right not expressly granted to you in this Agreement are hereby reserved by ActiveAging and its Affiliates, licensors and suppliers.

8. WARRANTY DISCLAIMERS

THE ACTIVEAGING MATERIALS ARE PROVIDED AND MADE AVAILABLE TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, QUIET POSSESSION, TITLE, NON-INFRINGEMENT, OR THAT OTHERWISE ARISE FROM A COURSE OF PERFORMANCE OR DEALING, OR USAGE OF TRADE, ALL OF WHICH ARE HEREBY DISCLAIMED BY

ACTIVEAGING AND ITS LICENSORS AND SUPPLIERS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY OR ON BEHALF OF ACTIVEAGING SHALL CREATE OR GIVE RISE TO A REPRESENTATION, WARRANTY, GUARANTEE, OR CONDITION. ANY USE OF, OR RELIANCE UPON ACTIVEAGING MATERIALS IS AT YOUR SOLE RISK.

IN ADDITION, NEITHER ACTIVEAGING NOR ITS LICENSORS OR SUPPLIERS MAKE ANY REPRESENTATION, WARRANTY, GUARANTEE, OR CONDITION:

(A) REGARDING THE EFFECTIVENESS, USEFULNESS, RELIABILITY, AVAILABILITY, TIMELINESS, ACCURACY, OR COMPLETENESS OF ANY ACTIVEAGING MATERIALS;

(B) THAT YOUR USE OF, OR RELIANCE UPON, ACTIVEAGING MATERIALS WILL MEET YOUR REQUIRMENTS OR EXPECTATIONS;

(C) THAT ACTIVEAGING MATERIALS WILL BE UNINTERRUPTED, SECURE, ERROR-FREE OR VIRUS-FREE, OR THAT DEFECTS WILL BE CORRECTED;

(D) REGARDING THE SATISFACTION OF, OR COMPLIANCE WITH, ANY INDSUTRY STANDARDS; OR

(E) REGARDING THE OPERATION OF ANY CELLULAR NETWORKS, THE PASSING OR TRANSMISSION OF DATA VIA ANY NETWORKS OR THE CLOUD, ANY CYBERSECURITY EVENT, OR ANY OTHER CELLULAR OR DATA CONNECTIVITY PROBLEMS.

AGHIMEDES WILL NOT BE LIABLE OR OBLIGATED IN RESPECT OF DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR FOR ISSUES RELATED TO HOSTING PROVIDERS OR PUBLIC NETWORKS.

The above disclaimers apply to the maximum extent permitted by applicable Law. You may have legal rights in your country of residence which would prohibit the above disclaimers from (fully or partially) applying to you (for example, some jurisdictions' Laws do not allow the disclaimer of certain implied warranties or conditions,

and do not allow limitations to be imposed on statutory rights), and, to the extent the above disclaimers are prohibited, then you and ActiveAging agree that they will not apply to you.

YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR ALL INFORMATION AND DATA YOU PROVIDE, AND YOU REPRESENT AND WARRANT THAT SUCH INFORMATION AND DATA WILL NOT INFRINGE OR VIOLATE ANY THIRD PARTY'S PROPRIETARY RIGHTS OR PRIVACY RIGHTS, OR ANY APPLICABLE LAW.

9. LIMITATION OF LIABILITY

IN NO EVENT SHALL ACTIVEAGING, ACTIVEAGING AFFILIATES, OR ITS OR THEIR RESPECTIVE LICENSORS OR SUPPLIERS BE LIABLE UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT, FOR:

(A) ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES;

(B) ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF REVENUE, LOSS OF ANTICIPATED SAVINGS, LOSS OF OPPORTUNITY, WASTED TIME OR EXPENDITURE, OR OTHER ECONOMIC LOSS;

(C) ANY LOSS OF, OR DAMAGE OR INTERRUPTION TO, DATA, NETWORKS, INFORMATION SYSTEMS, REPUTATION, OR GOODWILL; AND/OR

(D) THE COST OF COVER, OR OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES.

THE COMBINED AGGREGATE LIABILITY OF ACTIVEAGING AND ALL ACTIVEAGING AFFILIATES UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT SHALL NOT EXCEED **FIVE US DOLLARS (US\$ 5)**.

THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL APPLY: (i) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW (SUCH AS, FOR EXAMPLE, IF A JURISDICTION DOES NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR OF LIABILITY FOR PERSONAL

INJURY OR DEATH CAUSED BY NEGLIGENCE); (ii) EVEN IF A ACTIVEAGING HAS BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES, DAMAGES, OR COSTS; (iii) EVEN IF ANY REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE; AND (iv) REGARDLESS OF THE THEORY OR BASIS OF LIABILITY, INCLUDING WITHOUT LIMITATION BREACH OF WARRANTY, NEGLIGENCE, MISREPRESENTATION, STRICT LIABILITY, OR OTHER CONTRACT, TORT OR STATUTORY LIABILITY.

To the maximum extent permitted by applicable Law, you hereby irrevocably release ActiveAging, all ActiveAging Affiliates, and its and their respective directors, officers, members, employees, representatives, consultants, agents, suppliers and/or distributors from all responsibility, liability, claims, demands and/or damages of every kind and nature, known and unknown, arising out of or in any way connected with: (x) disputes between or among users of the Website; and (y) Third Party Providers and Third Party Content.

10. INDEMNIFICATION

You agree to defend, indemnify and hold harmless ActiveAging and ActiveAging Affiliates, and our respective officers, directors, employees and agents, from and against any and all claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your breach of this Agreement, your use of ActiveAging Materials other than as expressly authorized in this Agreement, or your use of any information obtained from the Website.

11. MISCELLANEOUS

11.1. Entire Agreement. This Agreement represents the entire agreement between you and ActiveAging with respect to the subject matter hereof, and supersedes and replaces any and all prior and contemporaneous oral and/or written agreements, understandings and statements between you and ActiveAging with respect to such subject matter. You acknowledge and agree that in entering into this Agreement you have not relied on any statement or representation (whether negligently or innocently made) not expressly set out in this Agreement, such as statements and

explanations in any FAQs, summaries or explanatory guides regarding this Agreement, or other marketing material on the Website.

11.2. Governing Law. This Agreement (including without limitation its validity) shall be governed by, and construed in accordance with, the laws of the State of Israel without regard to any conflicts of laws rules or principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement and is hereby disclaimed. You agree to submit to the personal and exclusive jurisdiction of the courts located in Tel Aviv-Jaffa and waive any jurisdictional, venue, or inconvenient forum objections to such courts, provided that ActiveAging may seek equitable relief in any court of competent jurisdiction. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED. Any claims or damages that you may incur hereunder shall only be enforceable against ActiveAging, and not any other entity (such as ActiveAging Affiliates) or ActiveAging's officers, directors, representatives, employees, or agents. Moreover, if you are a consumer (as defined in the Law of your jurisdiction), this Agreement is not intended to, and shall not, exclude or limit any mandatory rights you may have under the consumer protection Laws of your jurisdiction.

11.3. Language; Electronic Contract and Communications. The language of this Agreement is expressly agreed to be the English language. You hereby irrevocably waive, to the maximum extent legally permitted, any Law applicable to you requiring that the Agreement be localized to meet your language (as well as any other localization requirements), or requiring an original (non-electronic) signature or delivery or retention of non-electronic records. We may be able (but are not obligated) to provide you with copies of this Agreement on written request; *however*, please be sure to print a copy of this Agreement for your own records. When you visit or submit information on the Website or send an email to

us, you are communicating with us electronically. You consent to receive communications from us electronically. Although we may choose to provide you notice under this Agreement by postal mail, we may also choose to provide notice by email (in which case the notice will be deemed given on the day after sending) and/or by posting notices on the Website (in which case the notice will be deemed given when you access the Website).

11.4. Email, Telephone and SMS Communication. By providing your email address, fax number, or phone number on the Website, you authorize us to contact you by telephone, fax and email. Such communication shall be in connection with: (a) an issue regarding our Website, (b) in response to inquiries (such as quotes) you have requested from us; and/or (c) to provide information or offers that may be of interest to you. Moreover, you agree that such communications may be sent to your mobile phone via automated telephone dialing system, prerecorded calls, text messages, SMS, MMS, and picture messages, even if the phone number you provide is on a corporate, state or national Do Not Call list. If you do not want to receive such emails, telephone calls, or text messages, you may opt out (i) during the registration process, or (ii) by emailing the address at the bottom of the emails with “UNSUBSCRIBE” or by texting “STOP” or “OPT-OUT” as specifically set forth in the communication. For more information, please see our Privacy Policy.

11.5. Assignment. ActiveAging may assign this Agreement (or any of its rights and/or obligations hereunder) without your consent, and without notice or obligation to you. This Agreement is personal to you, and you may not assign (or in any other way transfer) this Agreement (or any of its obligations or rights hereunder) without ActiveAging’s express prior written consent. Any prohibited assignment shall be null and void.

11.6. Feedback. If you send us any suggestions, feedback, or similar ideas for or about any ActiveAging Materials (collectively, “**Feedback**”), you agree that: (a) ActiveAging exclusively owns (and is hereby assigned) all right, title, and interest (including without

limitation all Intellectual Property Rights) in and to the Feedback, and you are not owed any compensation (or other obligation) in exchange; (b) the Feedback does not contain confidential or proprietary information belonging to you or any third party; (c) ActiveAging may (itself and/or via third parties), in perpetuity, use, copy, distribute, sell, create derivative works of, and otherwise commercially exploit the Feedback for any purpose and in any way, and without any restriction or obligations of any kind whatsoever; (d) there is no obligation for us to review your Feedback; and (e) ActiveAging has no obligation to keep the Feedback confidential.

11.7. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, then: (a) the remaining provisions of this Agreement shall remain in full force and effect; and (b) the Parties hereto agree that the court making such determination shall have the power to limit the provision, to delete specific words or phrases, or to replace the provision with a provision that is legal, valid and enforceable and that most closely approximates the original legal intent and economic impact of such provision, and this Agreement shall be enforceable as so modified in respect of such jurisdiction. In the event such court does not exercise the power granted to it as aforesaid, then such provision will be ineffective solely as to such jurisdiction, and will be substituted (in respect of such jurisdiction) with a valid, legal and enforceable provision that most closely approximates the original legal intent and economic impact of such provision.

11.8. Remedies. Except as may be expressly stated otherwise in this Agreement, no right or remedy conferred upon or reserved by any party under this Agreement is intended to be, or shall be deemed, exclusive of any other right or remedy under this Agreement, at law or in equity, but shall be cumulative of such other rights and remedies.

11.9. Privacy. We may collect certain data and information about you in connection with your access and use of the ActiveAging Materials. We will use, store and otherwise process such data and

information in accordance with our Privacy Policy, which is hereby incorporated into, and made a part of, this Agreement by reference.

11.10. Waiver. No failure or delay on the part of any party in exercising any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. Any waiver granted hereunder must be in writing (for waivers by you, emails will be acceptable; for waivers by ActiveAging, the writing must be duly signed by an authorized representative of ActiveAging), and shall be valid only in the specific instance in which given.

11.11. Relationship. The relationship of the parties is solely that of independent contractors. Nothing in this Agreement shall be deemed to create any employment, fiduciary, joint venture, agency or other relationship between the parties.

11.12. Notices to ActiveAging. Except as stated otherwise in this Agreement, you agree to send all notices to ActiveAging, to: office@ActiveAging.ai.

11.13. No Third Party Beneficiaries. Except as may be expressly provided otherwise in this Agreement (such as ActiveAging Affiliates, ActiveAging licensors and suppliers, and Indemnitees), there shall be no third-party beneficiaries of, or under, this Agreement, and no third party shall be entitled to enforce any of these terms and conditions.

11.14. Export Compliance. You represent and warrant that: (a) you are not a resident of (and you will not use the Website in) a country that the U.S. or any other relevant government has embargoed for use of the Website, nor are you named on a governmental list of specially designated nationals or any other applicable trade sanctioning regulations of any jurisdiction; and (b) your country of residence and/or incorporation (as applicable) is the same as the

country specified in the contact and/or billing address provided to us.

11.15. Force Majeure. Neither party shall be responsible for any failure to perform any obligation hereunder because of any (a) act of God, fire, flood, earthquake, explosion, or pandemic or epidemic (or similar regional health crisis); (b) strikes, lockouts, picketing, concerted labor action, or other labor or industrial disturbances; (c) invasion, war (declared or undeclared), terrorism, riot, insurrection, or civil commotion; (d) war (declared or undeclared), terrorism, riot or civil commotion; and/or (d) other similar cause beyond that party's reasonable control.

11.16. Advice. ActiveAging shall have no obligation or liability for any medical advice or suggestions provided to you (whether via the ActiveAging Materials or otherwise).

11.17. California Users. If you are a California resident, we are required to inform you that you may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs via mail at 1625 North Market Blvd., Suite N112, Sacramento, CA 95834 or telephone at (916) 445-1254 or (800) 952-5210. Hearing-impaired users can reach the Complaint Assistance Unit at TDD (800) 326-2297 or TDD (916).

11.18. Subpoenas. Nothing in this Agreement prevents ActiveAging from disclosing your information or data to the extent required by Law, subpoenas, or court orders.