

Terms and Conditions

Welcome to the Toko digital platform (the “**Platform**”) which provides AI-guided sessions through video calls with other assigned users (the “**Sessions**” and the “**Session Partner**”, respectively), aimed to enhance resilience and improve mental well-being (the “**Services**”). The Services are owned and offered by Toko Health Ltd. and/or its subsidiaries or affiliates involved in providing and supporting the Services (collectively, “**We**”, “**Us**”, “**Our**” or “**Toko**”). Please read these terms and conditions carefully before using the Services.

By accessing or using the Services, you agree to be bound by these terms and conditions (this “**Agreement**”, “**Terms**”).

THIS IS NOT A MEDICAL SERVICE. DO NOT USE THIS SERVICE FOR ANY MEDICAL NEEDS NOR FOR YOUR OTHER URGENT OR EMERGENCY NEEDS. IF YOU EXPERIENCE A MEDICAL EMERGENCY, CALL THE RELEVANT EMERGENCY ASSISTANCE AUTHORITY IN YOUR LOCATION IMMEDIATELY. IF YOU REQUIRE MEDICAL CARE, PLEASE CONTACT YOUR DOCTOR OR OTHER HEALTH SERVICE PROVIDER.

You hereby certify that you are over the age of eighteen (18). If you are under 18 years please do not visit our website or use our Services. You acknowledge that your ability to access and use the Services is conditioned upon the truthfulness of the information you provide regarding your age and other information you are required in the process of application and registration to the Services.

SERVICE AND CONTENT

Any advice or input provided by a Session Partner is not provided by Toko. Using, accessing, and/or browsing the Platform or providing personal medical history including via the Platform does not create a therapist- patient relationship between (i) you and Toko or any of its employees and/or affiliates; and (ii) you and the Session Partner.

Specifically, the Services are not intended to treat clinical conditions, or to replace the services of a licensed, trained therapist, or other health professional or be a substitute for medical advice, clinical therapy, or otherwise of any guidance, counseling, or treatment of a trained health professional licensed in your state. As such, (i) at this time the Services are not covered or meant to be covered by an insurance policy; and (iii) Nothing

in or related to the Services will create a therapist-patient relationship. You should not rely on anything contained in the Platform. You hereby agree that you shall not make any health or medical related decision based in whole or in part on anything contained in the Services, without further consulting a healthcare provider.

Any content including any information, text, graphics, photos, video or other materials or media, uploaded, downloaded, appearing or otherwise available through the Services (collectively referred to as "**Content**") is for informational and educational purposes only, and is not intended to cover all possible uses, directions or precautions. The term 'Content' shall not include Session Content and User Generated Content, which are governed by other provisions below.

ACCOUNT ENROLLMENT

To access the Services, you must first apply to establish an individual user account in the Toko Platform("**Account**"). As part of the application process we may require that you complete our eligibility assessment form. You agree to provide, maintain and update true, accurate, current, and complete information about yourself throughout the registration processes (the "**Registration Data**"). You agree not to open more than one account, impersonate any person or entity or misrepresent your identity or affiliation with any person or entity, including using another person's username, password or other account information, or another person's name, likeness, voice, image or photograph. You also agree to notify us promptly at support@toko.health of any unauthorized use of your username, password, other account information, or any other breach of security that you become aware of involving or relating to our Services.

You are solely and fully responsible for maintaining the confidentiality of the login credentials (e-mail, username and password) of your Account and for all activities that occur under your Account. You agree not to disclose your login credentials to any third party. If you forget your password, you can request through the appropriate channel to have a new password issued and sent to your registered e-mail address. Your Account is at risk if you let someone else to have access to you login credentials. We reserve the right to suspend or terminate your Account if we determine that you or anyone using your Account, is violating these terms. If you failed to properly maintain your login credentials Toko will not be liable for any loss that you incur as a result of someone else accessing and using your Account, either with or without your knowledge.

NOTE THAT TERMINATING YOUR ACCOUNT MAY CAUSE THE LOSS AND/OR UNAVAILABILITY OF CONTENT, FEATURES, OR CAPACITY

WITH REGARD TO YOUR ACCOUNT. TOKO SHALL NOT BE LIABLE IN ANY WAY FOR SUCH UNAVAILABILITY AND/OR LOSS.

PRIVACY

Toko respects your privacy and is committed to protect the information you share with it. We believe that you have a right to know our practices regarding the information Toko collects when you connect to, access or use our Services. Our policy and practices and the type of information collected are described in our Privacy Policy. If you intend to connect to, access or use our Services you must first read and agree to the [Privacy Policy](#).

ACCEPTABLE USE

You agree not to access or use the Services in an unlawful way or for an unlawful or illegitimate purpose or in any manner that contravenes these terms. In connection with your use of or access to the Services or Platform You shall not (i) falsely represent yourself; (ii) convey information that is unlawful, libelous, defamatory, obscene, fraudulent, predatory of minors, harassing, threatening, harmful or hateful to any person; (iii) convey information that infringes or violates any of the intellectual property rights of others or the privacy or publicity rights of others including sharing any information with respect to your Session Partner and the exchange made in Sessions; (iv) attempt to disrupt the operation of the Services by any method, including through use of viruses, Trojan horses, worms, time bombs, denial of service attacks, flooding or spamming; (v) use the Services in any manner that could damage, disable or impair the Services or any other person; (vi) You attempt to gain unauthorized access to any user accounts or computer systems or networks, through hacking, password mining or any other means; (vii) You shall not use any robot, scraper or other means to access the Services or other automatically or systematically obtain Content from the Platform; (viii) film, record capture or share the contents of the Sessions.

If you experience or witness any event of unlawful, illegal, fraudulent, or harmful activity by any user, including, but not limited to, during the Sessions, you must report such activity to Toko by writing to us at support@toko.health.

PAYMENT

In consideration for your use and access to Services, Toko charges certain subscription fees as presented to you at the time you actively (by click accepting) agree through the Toko Platform to purchase a subscription to the Services (the “**Fees**”). The Fees payable by you may be sponsored in whole or in part by a third party already engaged with Toko for such purpose such as governmental, municipal, or local authorities, academic or educational

institutions, philanthropic organizations or other parties who assumed the obligation to pay the Fees in whole or in part ("**Sponsors**"). Payment of the Fees or part thereof by the Sponsors only relieves you of the Fee payment obligations hereunder. All other terms and conditions continue to apply to you regardless of the involvement of any Fees Sponsors.

You agree to pay all Fees associated with your Account and payable by you (i.e. unless payable by a Fees Sponsor) on a timely basis. Such fees and charges (including any taxes and late fees, as applicable) may be charged to the credit card you provided during the initial setup of your Account. You agree to maintain valid credit card information in your Account. By providing Toko with credit card information you authorize Toko to bill and charge your credit card.

USER GENERATED CONTENT

In the scope of the Services you are likely to produce and share certain content through the Sessions(the "**User Generated Content**"). The User Generated Content may be visible to and shared with the Session Partner and Toko. You hereby grant Toko a non-exclusive royalty free license to use, process and present the User Generated Content in the relevant section of the Toko Platform as determined by Toko in its sole discretion. We urge you to be aware and conscious of your privacy with respect to the User Generated Content that you choose to create and share. Toko will not bear any liability for any loss, damage, cost or expense that you may suffer or incur as a result of or in connection with any User Generated Content.

As long as your User Generated Content is subject to the applicable copyright law, such User Generated Content shall remain at all times, and to the extent permitted by law, your sole and exclusive property. Toko shall keep all User Generated Content confidential and protected, all in accordance with the Toko Privacy Policy. Notwithstanding the foregoing, Toko shall not be responsible and in any case shall not be held liable for any disclosure of the User Generated Content or otherwise for any content and exchange shared in Sessions (the "**Session Content**") made by the Toko Partner.

You understand and agree that you are solely responsible for your User Generated Content and the consequences of sharing or publishing such User Generated Content, on the Services, in any way.

You represent and warrant that you are the rightful owner of the User Generated Content you upload to the Services or that you have (and will continue to have) all the necessary licenses, rights, consents, and permissions from the rightful owners of such User Generated Content and

that such User Generated Content does not infringe any third party's intellectual property rights or other rights (including without limitation, any privacy rights, publicity rights, copyrights, or any other intellectual property rights). IT IS THE USER'S RESPONSIBILITY TO OBTAIN ANY AND ALL CONSENTS REQUIRED UNDER ANY APPLICABLE LAWS, REGARDING THE POSTING OF ANY PERSONAL INFORMATION OF OTHERS WHICH IS PART OF THE USER GENERATED CONTENT, AND TO ADHERE TO ANY APPLICABLE STATE, PROVINCIAL, TERRITORIAL AND FEDERAL LAWS REGARDING SUCH INFORMATION.

Although Toko has no obligation to screen, edit or monitor any of the User Generated Content, Toko explicitly reserves the right, at its sole discretion, to remove or edit, without giving any prior notice, any User Generated Content available on the Services at any time and for any reason, and you are solely responsible for creating backup copies of and replacing any User Generated Content you post or store on the Services at your sole expense

Specifically, and without derogating from the generality of the foregoing, you hereby acknowledge and agree that Toko may (without an obligation to do so) record, transcribe and monitor the Sessions for the purpose of providing you and the Session Partner with the Services and for the purpose of maintaining the Platform and ensuring safe usage thereof. Such Session Content shall be handled and processed in accordance with our Privacy Policy.

SESSION PARTNER

Sessions are usually conducted in the virtual presence of two users: you and a Session Partner. In some cases you may introduce your chosen Session Partner to the Services for such purpose, and Toko may approve or reject such Session Partner based on Toko relevant eligibility criteria. In the event that Toko is required to match you with a Session Partner, Toko shall use its reasonable efforts to facilitate a match between you and an appropriate Session Partner (the "**Match**"). Notwithstanding the foregoing, Toko cannot guaranty and explicitly disclaims any responsibility for the quality, accuracy, sufficiency and fitness for purpose of any Match and/or any outcome from your relationship and/or correspondence with your Session Partner. You hereby acknowledge that Toko may, at its sole discretion, separate a Match at any point during the use of the Service, and Toko shall not be obligated to disclose the reason for such separation. In case Toko separates a Match, Toko will either allow you to introduce your chosen Sessions Partner (subject to Toko's approval of the specific Match), create a new Match, or terminate

your subscription and provide you with a refund of any Fees you pre-paid to Toko for Services that were not provided to you due to such termination.

INTELLECTUAL PROPERTY

The Toko Platform and all of the Content (excluding Session Content and User Generated Content) made available on or through the Services is the property of Toko or its licensors and is protected by copyright, trademark, patent, trade secret and other intellectual property law.

Subject to the terms of this Agreement, Toko hereby grants you a limited, revocable, non-transferable and non-exclusive right to use the Platform and the Content made available by Toko through the Services, solely as necessary for you to access and use the Services in accordance with your subscription capacity.

You shall not and shall not allow any person to:

- (i) exploit for any commercial purposes, reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate the Toko Platform and any Content to any third party.
- (ii) modify, translate, reverse engineer, disassemble, decompile or create derivative works of the Services or Platform;
- (iii) create a browser or border environment around the Services, Content and any part thereof (no frames or inline linking);
- (iv) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others;
- (v) create a database by systematically downloading and storing all or any of the Content from our Services;
- (vi) use the Services including without limitation the video Session to upload any information or media not reasonably required for the Session's purpose;

DISCLAIMERS

ACCESS TO THE PLATFORM AND PROVISION OF THE SERVICES AND THE INFORMATION CONTAINED THEREIN IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE, OUR MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, SUPPLIERS, AGENTS, REPRESENTATIVES AND/OR THE HEIRS OF THE AFOREMENTIONED

(THE “**TOKO AFFILIATES**”), AS WELL AS THE SPONSORS, DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. YOU HEREBY WAIVE, AND FOREVER RELEASE THE SPONSORS OF, ANY AND ALL CLAIMS YOU MAY HAVE AGAINST THEM IN CONNECTION WITH YOUR USE OF OR ACCESS TO THE SERVICES AND PLATFORM.

WITHOUT LIMITING THE FOREGOING, TOKO, TOKO AFFILIATES AND/OR THE SPONSORS DO NOT WARRANT THAT ACCESS TO THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES AND YOUR RELIANCE UPON ANY OF ITS CONTENTS IS AT YOUR SOLE RISK.

LIMITATIONS OF LIABILITY

IN THE EVENT OF ANY PROBLEM WITH THE SERVICES OR ANY OF ITS CONTENT, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THE SERVICES AND TERMINATE YOUR SUBSCRIPTION. UNDER NO CIRCUMSTANCES SHALL TOKO, THE TOKO AFFILIATES, THE SPONSOR, ANY TOKO LICENSOR OR SUPPLIER, OR ANY THIRD PARTY WHO PROMOTES THE SERVICES OR PROVIDES YOU WITH A LINK TO THE SERVICES BE LIABLE IN ANY WAY FOR YOUR USE OF THE SERVICES OR ANY OF ITS CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, ANY INFRINGEMENT BY ANY CONTENT OF THE INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS OF THIRD PARTIES, FOR ANY HEALTH RELATED ISSUE OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT EXCEEDING THE FEES PAID BY YOU FOR THE SERVICES DURING THE 3 (THREE) MONTHS PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIMED DAMAGES.

UNDER NO CIRCUMSTANCES SHALL TOKO, THE TOKO AFFILIATES, THE SPONSORS, TOKO’S LICENSORS OR ANY THIRD PARTY WHO PROMOTES THE SERVICES OR PROVIDES YOU WITH A LINK TO THE SERVICES, BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY PERSONAL INJURY, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR COMPUTER OR OTHERWISE) ARISING FROM OR IN CONNECTION WITH YOUR USE OF THE SERVICES, WHETHER UNDER A THEORY OF BREACH OF CONTRACT, NEGLIGENCE, STRICT

LIABILITY, MALPRACTICE OR OTHERWISE, EVEN IF TOKO OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

You agree to indemnify, defend, and hold harmless Toko, the Toko Affiliates and/or the Sponsors, against any and all damages, or costs or expenses (including reasonable attorneys' fees) that arise in the scope of a third party claim against Toko, Toko Affiliates or the Sponsors resulting from: (a) breach of these terms by you; (b) your violation of any law or regulation; (c) your infringement of any right of any third party.

LINKS

Any link (including a hyperlink, button or referral device of any kind) to a third party location, used in the Services is provided for your use and convenience and the appearance of such link does not constitute an endorsement, recommendation or certification by Toko, nor should the presence of a link in any way be construed as a suggestion that any third-party website has any relationship to Toko. Toko is not responsible for the content of linked third-party websites or third-party advertisements, and does not make any representations regarding its content or accuracy. Toko does not knowingly link to websites that may infringe on valid and existing trademarks, service marks, copyrights or patents. Your use of third-party websites is at your own risk and subject to the terms and conditions and privacy policy of such websites.

TERMINATION

Toko may suspend or terminate your access to the Service at any time, for any reason. Toko has the right (but not the obligation) to refuse to provide access to the Services to any person, agency or organization, for any reason, in our sole discretion. Toko reserves the right to change or discontinue all or part of the Services, temporarily or permanently, without prior notice. In case Toko terminates, suspends or discontinues any portion of its Services for convenience (i.e. not as a result of your breach of this Agreement), your sole remedy shall be to terminate your subscription to the Toko Services with written notice to Toko, and Toko shall refund to you any Fees you pre-paid to Toko for Services that were not provided to as a result of such termination.

SPECIAL PROGRAMS AND SHARING OF DATA

From time to time Toko may conduct or collaborate or participate in research studies with select universities/clinics. Unless we obtain your separate specific consent, we will only use and share anonymized or aggregated information in such studies.

Additionally we may share anonymized or aggregated information with Sponsors, regarding the Services' efficacy and effects.

GOVERNING LAW; WAIVER OF CLASS ACTIONS AND JURY TRIALS

You agree that these Terms of Use shall be governed by the laws of the State of Israel. You expressly agree that the exclusive jurisdiction for any claim or dispute with the Company or relating in any way to your use of the Service resides solely in the competent courts located in the city of Tel Aviv-Jaffa.

To the extent that you do have any claims against Toko or that Toko has any claims against you, you and Toko mutually agree that any disputes, claims and causes of action against Toko or you, as applicable, arising out of, connected with, or in any way relating to the Services or these Terms, shall be resolved individually, without resort to any form of representative, consolidated or class action and that each party irrevocably waives its right to trial of any issue by jury.

GENERAL

Toko's failure to enforce any right or provision of these terms will not be considered a waiver of those rights. If any provision of these terms is held to be invalid or unenforceable by a court, the remaining provisions of these terms will remain in effect. Notices required to be given hereunder may be delivered by electronic mail to the address provided during the creation of your Account or to Toko at support@toko.health. These terms constitute the entire Agreement between Toko and yourself regarding the Services, and supersede and replace any prior agreements you and Toko might have regarding the Services.

Toko may modify these terms, including any supplements or addenda, by posting an amended version and including the date of the revision. The amended version will be effective at the time we post it, unless otherwise noted. If such modifications constitute a material change to these terms, we will provide you with reasonable prior notice before the modifications become effective to you. If you continue to use the Platform or Services after any such modification takes effect as provided in the applicable notice, you will be deemed to have consented to the revised terms.

These Terms of Use were last updated on [REDACTED] and are deemed effective as amended as of this date.