

Axo Longevity, Inc. – Terms & Conditions

Effective Date: September 26, 2025

Welcome to Axo Longevity, Inc. (“Axo Longevity,” “Axo,” “we,” “us,” or “our”). These Terms & Conditions (“Terms”) govern your access to and use of our websites, applications, content, features, products, and services (collectively, the “Services”). Please read them carefully.

Not a health company: Axo provides wellness and performance guidance and educational insights. Axo is not a healthcare provider, does not practice medicine, and our Services do not diagnose, treat, cure, or prevent any disease. Always seek the advice of your physician or qualified health provider with any questions regarding a medical condition. If you may be experiencing a medical emergency, call your local emergency number immediately.

1. Scope & Agreement

These Terms apply to your use of our website (axolongevity.com), applications, and any Services we provide. By creating an account, accessing, or using the Services, you agree to these Terms. If you do not agree, do not use the Services.

2. Eligibility & Accounts

- Age: You must be at least 18 years old to use the Services.
- Account info: You agree to provide accurate, current, and complete information and keep it updated. You are responsible for maintaining the security of your account and credentials and for all activity under your account.
- One account: You may maintain only one personal account unless we approve otherwise in writing.
- Account closure: You may close your account at any time via in-app settings or by contacting us.

3. License & Acceptable Use

Subject to these Terms, Axo grants you a limited, personal, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Services for non-commercial purposes.

You agree not to:

- Copy, modify, create derivative works, distribute, sell, lease, or exploit the Services or any content except as expressly permitted.
- Reverse engineer, decompile, or attempt to extract source code.
- Use the Services for any unlawful purpose; introduce malware; scrape or harvest data without permission; or interfere with or disrupt the Services.

- Misrepresent your identity; use another person's account; or attempt to gain unauthorized access.

4. AI-Powered Features

Some features may use AI to generate wellness insights. AI outputs may be incomplete, incorrect, or not applicable to your situation. AI is a tool to assist your own judgment and should not be used as medical advice or a substitute for clinical care.

5. Purchases, Subscriptions & Billing

- Pricing: Current prices, membership tiers, and any limits are shown at checkout or within the app; taxes and fees may apply.
- Payment: You authorize Axo and our payment processors to charge your selected payment method for all fees when due.
- Auto-renewal: Subscriptions renew automatically at the then-current rate unless you cancel before the renewal date (see in-app "Membership" settings).
- Trial & promos: Trials or promotional offers may convert to paid plans if not canceled before the end of the promotional period.
- Refunds: Unless required by law or stated otherwise at purchase, fees are non-refundable. Any product-specific refund/return terms shown at checkout apply.
- Credits: Any credits, points, or similar benefits are promotional, have no cash value, are non-transferable, and may expire per the terms shown in-app.
- Chargebacks: We may suspend or terminate access for unpaid amounts or chargebacks and may recover collection costs as allowed by law.

6. Referral & Promotions

From time to time we may offer referral, ambassador, or other promotional programs. We may set or change eligibility rules, caps, geographic limits, and values; prohibit public coupon posting or paid ads; and void or withhold incentives in cases of fraud, misuse, or violation of applicable terms. Program details will be presented where such offers appear.

7. Third-Party Services & Labs

- Independent providers: The Services may facilitate access to third-party services (e.g., labs, wearables, content, payments). These third parties are independent and not controlled by Axo. Separate terms and privacy policies may apply.
- No medical services by Axo: Axo does not perform phlebotomy, laboratory analysis, diagnosis, or treatment. Any clinical services are provided by independent third parties under their own terms. Always follow your clinician's advice.

- Results & interpretation: Any third-party lab results or device data are provided for informational purposes only and may require professional interpretation by your healthcare provider.

8. Intellectual Property & User Content

- Axo IP: The Services, including software, text, graphics, logos, designs, and other materials, are owned by Axo or our licensors and are protected by intellectual-property laws. All rights not expressly granted are reserved.
- User Content: You retain ownership of content you submit ("User Content"). You grant Axo a worldwide, non-exclusive, royalty-free, transferable, sublicensable license to host, store, reproduce, display, perform, and create derivative works from your User Content solely to operate, improve, and provide the Services.
- Community rules: Do not upload content that is unlawful, infringing, libelous, harassing, hateful, explicit, or otherwise objectionable, or that violates another's privacy or rights.
- Feedback: If you provide ideas or suggestions, you grant Axo a perpetual, worldwide, royalty-free right to use them without restriction.

9. Privacy, Cookies & Do Not Sell/Share

Your use of the Services is subject to our Privacy Policy and Cookie Policy. California residents: see our "Do Not Sell or Share My Personal Information" link (available in the site footer) to manage opt-out preferences or honor Global Privacy Control signals where applicable.

10. Disclaimers

AS IS / AS AVAILABLE. To the fullest extent permitted by law, the Services and all content are provided "as is" and "as available," without warranties of any kind, whether express, implied, or statutory (including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement).

- We do not warrant that the Services will be uninterrupted, error-free, secure, or accurate, or that defects will be corrected.
- We do not warrant the availability, accuracy, or quality of any third-party services or lab work; those are the responsibility of the applicable third party.
- AI outputs may be incomplete, incorrect, or out of date and must not be used as medical advice.

11. Limitation of Liability

To the fullest extent permitted by law, Axo and its affiliates, officers, employees, agents, suppliers, and licensors will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for lost profits, lost data, business interruption, or

replacement costs, arising out of or related to your use of or inability to use the Services, even if advised of the possibility of such damages.

To the fullest extent permitted by law, Axo's total liability for any claims arising out of or relating to the Services will be limited to the greater of: (a) the amounts you paid to Axo for the Services giving rise to the claim during the twelve (12) months before the event giving rise to liability, or (b) one hundred U.S. dollars (US\$100). Some jurisdictions do not allow certain limitations; these limits will apply to you only to the extent permitted by law.

12. Indemnification

You agree to defend, indemnify, and hold harmless Axo and its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your use of the Services; (b) your User Content; (c) your violation of these Terms; or (d) your violation of any law or third-party right.

13. Suspension & Termination

We may suspend or terminate your access to the Services at any time with or without notice for any reason, including a suspected violation of these Terms, risk to the security or integrity of the Services, non-payment, or fraud. Upon termination, your license ends and you must stop using the Services.

14. Changes to the Services & Terms

- **Services:** We may modify, suspend, or discontinue any part of the Services at any time.
- **Terms:** We may update these Terms from time to time. Material changes will be posted to this page with a new "Effective Date," and where required by law we will provide additional notice. Continued use after changes become effective constitutes acceptance.

15. Miscellaneous

- **Governing law & venue:** These Terms are governed by the laws of the State of New York, without regard to its conflict-of-laws rules. Exclusive venue for any action will be the state or federal courts located in New York County, New York, and you consent to their jurisdiction.
- **Export:** You agree to comply with U.S. export control laws and not to export or re-export any part of the Services in violation of those laws.
- **Force majeure:** We are not liable for delays or failures due to events beyond our reasonable control.
- **Severability:** If any provision is held invalid, the remaining provisions will remain in full force and effect.
- **No waiver:** Failure to enforce a provision is not a waiver.

- **Assignment:** You may not assign these Terms without our consent; we may assign them as permitted by law.
- **Entire agreement:** These Terms (plus any referenced policies or product-specific terms) are the entire agreement between you and Axo regarding the Services.
- **Electronic communications:** You agree to receive notices electronically (e.g., by email or in-app), which satisfy any legal requirement that communications be in writing.
- **Language:** These Terms are in English; translations are for convenience only. The English version controls.

16. Contact

Axo Longevity, Inc.

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EU Representative (Art. 27 GDPR): Osano International Compliance Services Limited, ATTN: 6GEV, 25 North Wall Quay, Dublin 1, D01 H104, Ireland

UK Representative (UK GDPR): Osano UK Compliance LTD, ATTN: 6GEV, 42–46 Fountain Street, Belfast, Antrim, BT1 5EF, UK