

YUWELL ANYTIME'S TERMS OF USE

THESE YUWELL ANYTIME TERMS OF USE ARE EFFECTIVE AS OF APRIL 04th 2025.

This Agreement is between Yuwell Anytime, Urathon Europe Ltd and its subsidiaries (collectively, "Yuwell Anytime," "we" or "us") and you concerning your use of (including any access to):

- (a) the Yuwell Anytime's website located at www.Yuwell Anytime.co.uk and
- (b) the pages and the other Yuwell Anytime websites accessible from such site (collectively, our "Website"),
- (c) the software applications we make available for download or access at our Website, Mobile app stores or at other cell phone service provider locations or other locations we indicate ("**Software**"),
- (d) Any Yuwell Anytime products ("**Yuwell Anytime Products**"), and
- (e) Data services made available by Yuwell Anytime through the internet to users of Yuwell Anytime Products or Software that provide and permit the access, collection, storage, processing, analysis and/or transmission of data generated by a Yuwell Anytime Product or Softwares ("**Data Services**").
- (f) **Territorial Scope of Availability:** The Continuous Glucose Monitoring (CGM) device is available for usage, purchase and delivery only within the United Kingdom, including England, Scotland, Wales, and Northern Ireland. Orders may also be accepted from the Channel Islands. Any orders placed for delivery outside the above jurisdictions will not be fulfilled and may be subject to cancellation.

We refer to our Website and our Data Services as the "**Yuwell Anytime Services.**" We refer to you, and any minor child or other person for whose use and on whose behalf, you have the legal right to purchase a Yuwell Anytime Product, as a "**User**" or "**Device User**"

This Agreement also sets forth the agreement between any Yuwell Anytime partner organisation, subsidiary, including Urathon Eurpoe, that links to this Agreement, and you, concerning the following, with references to Yuwell Anytime, we or us in this Agreement referring to that subsidiary: your use of (including any access to):

PRIVILEGED AND CONFIDENTIAL

- (a) any website provided by such partner organisation & subsidiary (included in the term our **"Website"**),
- (b) any software applications made available by such partner organisation & subsidiary at our website (included in the term **"Software"**), and
- (c) any data services made available by such partner organisation & subsidiary through the internet that provide and permit the access, collection, storage, processing, analysis and/or transmission of data generated by a Yuwell Anytime Product or a Software (included in **the term "Data Services"**). This agreement may be enforced by any 3rd party referred to herein. These Terms of Use may be rescinded or varied without the consent of any 3rd party.

By using (including accessing) any Yuwell Anytime Product, Yuwell Anytime Service or Software or by clicking "accept" to this Agreement, you are agreeing to this Agreement.

PLEASE NOTE THAT THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION OF DISPUTES PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW.

INFORMATION ABOUT US

<https://www.yuwellanytime.co.uk> is a site operated by Urathon Ltd & Yuwell Anytime ("We"). Urathon Europe Ltd is registered in England and Wales under company number **02766713** and have our registered office at **14a Forest Gate, Pewsham, Chippenham SN15 3RS** Our main trading address is **Thane House, Calne SN11 8SB**. We are a limited company.

For your convenience, we have phrased some of the terms of this Agreement in a question-and-answer format. All the following terms are a single legal agreement between you and Yuwell Anytime, or you and a Yuwell Anytime partner organisation & subsidiary. If a word or phrase is framed in this Agreement by **"Quotation Marks"** and marked in bold text, it means that the word or phrase may be used again, and it will have the same meaning as set forth in the sentence containing the word or phrase in quotation marks and bold text.

1. Scope of this Agreement; Not Medical or Healthcare Services.

1.1 Yuwell Anytime Services are not medical or healthcare services.

You understand that Yuwell Anytime is not a healthcare professional and does not provide medical, health or other professional services or advice, nor do we verify the accuracy of User Data (as such term is defined in Section 4.2 below). Yuwell Anytime Services are not replacements for proper medical care, and you agree that the **User** is solely responsible for obtaining proper treatment for his or her conditions. You may provide the information and reports received from Data Services to the Device User's healthcare providers at your own responsibility, understanding that the Software and Data Services are provided without warranty except as required by law or as otherwise expressly set forth in this Agreement.

1.2 Are there additional terms that apply to your use of Yuwell Anytime Services or Yuwell Anytime Products?

Yes, in addition to the terms set forth in this Agreement, any other terms and conditions that we post or make available through any Yuwell Anytime Service, or otherwise make available to you, apply to your use of Yuwell Anytime Services, Software and Yuwell Anytime Products and are incorporated into and made a part of this Agreement. These additional terms include (but are not limited to) the following:

- any description located on our website
- third-party copyright and other notices located on our website
- Yuwell Anytime copyright and trademark notices located on our website.
- any terms in any documentation provided by Yuwell Anytime in the manual or packaging for a Yuwell Anytime Product, Software or Yuwell Anytime Service, or otherwise provided to you by Yuwell Anytime, including any Instructions for Use, Indications for Use, Contraindications and Product Warnings and Safety Statements ("Yuwell Anytime Product Labeling").
- Any consent or authorization you sign in connection with your use of Yuwell Anytime Services or Yuwell Anytime Products.
- Our Privacy Policy located on our website ("Privacy Policy")
- Any additional terms will only apply to your use of the Yuwell Anytime Services, Yuwell Anytime Products and Software in case you accept such additional terms that will be presented to you in advance.

1.3 Where can you use the Yuwell Anytime Services, Yuwell Anytime Products and Software?

Anyone may use the Yuwell Anytime Services, Yuwell Anytime Products and Software, but the Yuwell Anytime Products are provided by Distributed in the UK by Urathon Limited Ltd.

1.4 Who should you contact if you have questions about your Yuwell Anytime Product?

If you have purchased a Yuwell Anytime Product directly from Urathon Ltd and have questions concerning your Yuwell Anytime Product, please contact Urathon Ltd. If you are in a jurisdiction where you have purchased a Yuwell Anytime Product through a third-party distributor, please contact the distributor/supplier from which you purchased the Yuwell Anytime Product.

2. Changes

2.1 Can Yuwell Anytime change the terms of this Agreement?

Yes, subject to applicable law, Yuwell Anytime can change the terms of this Agreement by notifying you of such changes by any reasonable means, including by posting a notice of new terms to our website. Your clicking "accept" to the new terms or your continued use of any Yuwell Anytime Product, Yuwell Anytime Service or Software, without objecting to the new terms, after any such change is acceptance of the new terms. Any such changes will not apply to any dispute between you and us arising prior to the date on which we notified you of the revised Agreement incorporating such changes. If you do not agree with the new terms, you have the right to discontinue your use of the Yuwell Anytime Products, Yuwell Anytime Services and Software as described in Section .2 below (titled "Can you terminate your use of Yuwell Anytime Products, Yuwell Anytime Services or your use of Software?").

2.2 Can Yuwell Anytime change Yuwell Anytime Services or Software?

Yuwell Anytime Services and Software , and the business, development and activities of Yuwell Anytime, are subject to change to, for example, add new features, develop additional services to support new functionality, and offer new integrations, as determined from time to time by Yuwell Anytime in its discretion by notifying you of such changes by any reasonable means, including our posting of a notice on our Website or otherwise providing you with notice through the applicable Yuwell Anytime Service or Software. Subject to applicable law, your continued use of the applicable Yuwell Anytime Service or Software, without objecting the change, after any such change is acceptance of the change. We reserve the right to introduce new features or functionality

for which the payment of fees may be required. If you do not agree with the changes, as described in in Section 5.2 below (titled "Can you terminate your use of Yuwell Anytime Products, Yuwell Anytime Services or your use of Software?"). you have the right to discontinue your use of the Yuwell Anytime Services, Yuwell Anytime Products and Software Apps. Yuwell Anytime Services and Software Apps, and the business, development and activities of Yuwell Anytime, are subject to change under reasonable circumstances as determined from time to time by Yuwell Anytime in its discretion by notifying you of such changes by any reasonable means, including our posting of a notice on our Website or otherwise providing you with notice through the applicable Yuwell Anytime Service or Software App.

3. What is Required for you to use our website?

Our website is accessible through the internet by any smart phone or other smart device (we refer to each as a "Smart Device") or computer, in each case with a compatible browser. You are responsible for each computer or Smart Device you use to access our website, including providing and maintaining properly running compatible updated software, a suitable internet connection, and an appropriate firewall and virus scanning software.

Our site is directed to people residing in the United Kingdom, Northern Island & Channel Islands. We do not represent that content available on or through our site is appropriate or available in other locations. We may limit the availability of our site, or any service or product described on our site to any person or geographic area at any time. If you choose to access our site from outside the United Kingdom, you do so at your own risk

4. Using Our Data Services and Software

4.1 What are our Software?

We may provide Software via apps for your use on your computer or Smart Devices in connection with your use of Yuwell Anytime Products. Software Apps may provide stand-alone functionality, may be used in connection with our Data Services, or both.

4.2 What are our Data Services?

Our Data Services are intended to allow a Device User, as applicable, to use the data generated by, or created in connection with the use of, their Yuwell Anytime Product ("**User Data**") for which the Data Service is compatible ("User Device") to help the Device User, as applicable, manage his or her diabetes in accordance with the applicable Yuwell Anytime Product. Use of our Data

Services requires an internet-enabled Smart Device or computer. Each Data Service receives User Data from a Software that is downloaded to your Smart Device or computer. Our Data Services process User Data applying proprietary methodologies, provide data, and where applicable, provide reports, to Device Users. Our Data Services may also permit Device Users to share User Data, reports and other information relating to the Device User. Device Users are entitled to provide, or direct the Data Service to provide, such data and reports to others as they determine at their own responsibility. You acknowledge and agree that Data Services are not a substitute for regular monitoring and medical care, and that you will ensure that all appropriate treatment, attention and efforts are made by and for the benefit of the Device User, as applicable, to maintain his or her health and wellness. Our collection, storage and transmission of User Data and any other information that you provide to Yuwell Anytime through Yuwell Anytime Services and Software Apps is governed by the Privacy Policy.

4.3 What is required for you to use our Data Services and Software Apps?

Each Data Service or Software App may require the creation of a Yuwell Anytime user account on our website ("User Account"). If so, you are required to accurately complete and maintain the User Account and to provide us with all required information. You are responsible for obtaining, maintaining and paying for all hardware, software and telecommunications and other services necessary for the use of the Data Services and/or the Software Apps including, but not limited to, properly running compatible updated software, a suitable internet connection, an appropriate firewall and virus scanning software, a proper cable to connect your User Device to your computer or to a Smart Device, and a properly maintained User Device.

4.4 How do you use our Data Services?

Our Data Services may directly interface and interoperate with your Yuwell Anytime Product or may require the download of a Software App. Certain Data Services may allow you to send your User Data to certain third parties selected by you. By selecting the third party (which may be a person, a software app, or another business), you are authorizing us to send your User Data to each party you select. Yuwell Anytime does not verify or validate any information regarding such third parties or the information you have provided regarding them. Once your information has been provided to a third party designated by you, Yuwell Anytime has no further control or responsibility regarding that information. Our collection, storage and transmission of data in connection with Data Services is governed by the Privacy Policy. You are responsible for

connecting your computer or Smart Device running the Software App or Data Service to the internet.

4.5 Consistent Use.

Certain Yuwell Anytime Products, Yuwell Anytime Services and Software Apps will archive and store the data generated by the applicable User Device (which archival and storage is governed by the Privacy Policy). As a result, such Yuwell Anytime Products, Yuwell Anytime Services and Software Apps must be used only with the applicable User Device and associated User Account. Failure to do so may:

- (1) cause the applicable Yuwell Anytime Product, Yuwell Anytime Service or Software App to perform improperly, or not to perform at all,
- (2) corrupt the User Data, or
- (3) cause inaccurate User Data to be associated with the User or cause the User Data to be inaccurately displayed or analysed.

4.6 What rights do you have to the Yuwell Anytime Services and the Software Apps?

Upon your acceptance of this Agreement, and so long as you comply with the terms of this Agreement, until either party terminates this Agreement, Yuwell Anytime grants you the personal, limited and nonexclusive right to use

- (a) our website for your personal non-commercial use,
- (b) Data Services as they are intended to be used as described at the relevant page of our website or in materials provided through the Data Services, and
- (c) Software Apps as they are intended to be used as described at the relevant page of our website, in the Software App or in materials provided by us with or for the Software App or the Yuwell Anytime Product for which the Software App is compatible, all in accordance with the terms of this Agreement. Yuwell Anytime and the third parties from which we license certain technology ("licensors") own all right, title and interest to the Yuwell Anytime Services and the Software Apps; the information, artwork and other content available through or at Yuwell Anytime Services and Software Apps; the processes, methodologies, documents and other materials we use to provide the Yuwell Anytime Services and Software Apps or that we provide to you in connection with your use of Yuwell Anytime Products, Yuwell Anytime Services, or Software Apps; and all patent, Copyright© [2025]. All Rights Reserved.

copyright, trademark, trade secret, and other rights of any nature arising from or relating in any way to Yuwell Anytime Products, Yuwell Anytime Services, and Software Apps ("Intellectual Property Rights"). Yuwell Anytime Products, Yuwell Anytime Services and Software Apps are subject to the notices of Intellectual Property Rights provided by Yuwell Anytime on our Website, and you must abide by the requirements in all such notices. All Intellectual Property Rights are reserved by Yuwell Anytime and its licensors, and no Intellectual Property Rights are granted to you. Trademarks, service marks, logos, names and other symbols identifying Yuwell Anytime, Yuwell Anytime Services, Yuwell Anytime Products, and Software Apps, and the goodwill relating thereto, are owned by Yuwell Anytime and its licensors. You may not remove or alter any notice provided by Yuwell Anytime on or in connection with Yuwell Anytime Products, Yuwell Anytime Services or Software Apps.

4.7 What third-party requirements do you have to comply with?

Yuwell Anytime Products, Yuwell Anytime Services and Software Apps may include software, data or other items licensed to us by third parties. Your use of such third-party items is subject to the provisions of this Agreement, except as required otherwise by the applicable licensor. You must comply with the additional license provisions required by vendors of such third-party items posted by us at our website or which we otherwise provide or make available to you, as they are amended by us from time to time. The version of such license provisions that is applicable to your use is incorporated into and made a part of this Agreement. Any additional terms will only apply to your use of the Yuwell Anytime Services, Yuwell Anytime Products and Software Apps in case you accept such additional terms that will be presented to you in advance.

4.8 What age do you have to be to use Yuwell Anytime Services or Software Apps?

By agreeing to this Agreement, you are representing that you are of the age of majority of the country in which you reside and have the legal capacity to enter into this Agreement.

4.9 Can you use third-party software or equipment with Yuwell Anytime Products, Yuwell Anytime Services or Software Apps?

Yuwell Anytime does not endorse, recommend or validate any third-party software or equipment for use with Yuwell Anytime Products, Yuwell Anytime Services or Software Apps. Any use by you of any such third-party software or equipment is at your sole risk. We have no responsibility or liability arising from your use of such third-party software or equipment, such as damage to

your Yuwell Anytime Products or problems, inaccuracies or malfunctions in Yuwell Anytime Products, Yuwell Anytime Services or Software Apps arising from such use.

4.10 What other restrictions apply to your use of Yuwell Anytime Services and Software Apps?

You will not, and you will not permit anyone under your control to, do or attempt to do any of the following:

- Use Yuwell Anytime Products, Yuwell Anytime Services or Software Apps to harm, threaten, or harass any person or organisation.
- Use Yuwell Anytime Products, Yuwell Anytime Services or Software Apps for commercial purposes or to benefit any third party.
- use or attempt to use any unauthorized means to modify, reroute, or gain access to Yuwell Anytime Products, Yuwell Anytime Services.
- Damage, disable, overburden, interfere with or impair Yuwell Anytime Product and Yuwell Anytime Services (or any network or device connected to a Yuwell Anytime Service);
- Enable unauthorized third-party applications to access Yuwell Anytime Products or Yuwell Anytime Services or interface with any Software App;
- Use any automated process or service (such as a bot, a spider, or periodic caching of information) to access or use any Yuwell Anytime Service or Software App, or to copy or scrape data from any Yuwell Anytime Product, Yuwell Anytime Service or Software App.
- Otherwise use any Yuwell Anytime Product, Yuwell Anytime Service or Software App in any manner that exceeds the scope of use granted to you in this Agreement or set forth in any Yuwell Anytime Product Labelling; or
- Use unauthorized software or hardware to access any Yuwell Anytime Product, Yuwell Anytime Service or Software App or to modify any Yuwell Anytime Product, Yuwell Anytime Service, Software App in any unauthorized way (e.g., through unauthorized repairs, unauthorized upgrades or unauthorized downloads).

4.11 What can happen if you misuse your Yuwell Anytime Product, Service or Software App?

Misusing a Yuwell Anytime Product, Yuwell Anytime Service or Software App, improperly accessing it or the information it processes and transmits, or taking other unauthorized actions may put the User (or their User Data) at risk, cause the Yuwell Anytime Product, Service or Software

App to malfunction, or otherwise prevent or hinder the proper and intended use of the Yuwell Anytime Product, Service or Software App. Accordingly, any such misuse is not permitted. Such misuse includes (but is not limited to) "jailbreaking" a Yuwell Anytime Product, which means the unauthorized removal of security restrictions on a Yuwell Anytime Product for any purpose, including to permit the installation of unauthorized software or to retrieve data from such Yuwell Anytime Product. In addition, "jailbreaking" a Smart Device used in connection with any Software App, Yuwell Anytime Product or Yuwell Anytime Service may put the User (or their User Data) at risk or otherwise prevent or hinder the proper and intended use of such Software App, Yuwell Anytime Product or Yuwell Anytime Service.

4.12 What happens if you provide feedback to Yuwell Anytime?

You may provide written feedback, suggestions, comments, or input to us relating to Yuwell Anytime Services, Software Apps, Yuwell Anytime Products, User Devices, or other opportunities for our existing or future activities ("Feedback"). By providing Feedback to us, you grant to us the worldwide, nonexclusive, unrestricted, perpetual, revocable, royalty free right for us to use such Feedback in any way we determine, including through third parties, without any obligation to you for compensation, attribution, accounting or otherwise.

You will only provide to us Feedback for which you have the right to grant to us the rights listed in the preceding sentence. By providing Feedback to us, you grant to us the worldwide, nonexclusive, unrestricted, perpetual, irrevocable (on any basis whatsoever), royalty free right for us to use such Feedback in any way we determine, including through third parties, without any obligation to you for compensation, attribution, accounting or otherwise.

4.13 By purchasing, registering or using Yuwell Anytime Products, Yuwell Anytime Services or Software Apps, you are making certain assurances to Yuwell Anytime.

You represent, warrant and agree that all information you provide to us will be true, accurate, current and complete, and you will only use Yuwell Anytime Services, Yuwell Anytime Products and Software Apps for the personal benefit of the applicable Device User, as applicable, in accordance with this Agreement.

4.14 Yuwell Anytime is not responsible for third-party matters.

Without limiting the provisions of this Agreement or expanding the scope of Yuwell Anytime's responsibilities, Yuwell Anytime is not responsible for outages or defects in power,

telecommunications, computers, Smart Devices, third party software and any other event outside of Yuwell Anytime's direct control.

5. Suspension and Termination of Yuwell Anytime Services

5.1 Can Yuwell Anytime suspend or terminate Yuwell Anytime Services or Software Apps?

To the extent permitted by applicable law, Yuwell Anytime can suspend or terminate any Yuwell Anytime Service or Software App or suspend or terminate your right to use any Yuwell Anytime Service or Software App, as it determines for any valid reason. By way of example, we may suspend or terminate a Yuwell Anytime Service or Software App if you have, or if we reasonably believe you have, violated this Agreement, or in connection with any event or legal development beyond our control that hinders or prevents our ability to offer any Yuwell Anytime Service or Software App. To the extent reasonable, we will notify you at least twenty-four (24) hours in advance of any such suspension or termination. However, if you materially violate this Agreement (including any use of Yuwell Anytime's resources that exceeds or circumvents Yuwell Anytime's reasonable restrictions, such as accesses, calls or other uses of any application programming interface or server resources that Yuwell Anytime makes available), we can immediately suspend or terminate your right to use any Yuwell Anytime Service or Software App. In addition, we have no obligation to support any version of a Yuwell Anytime Product, Yuwell Anytime Service or Software App once a new version of such Yuwell Anytime Product, Yuwell Anytime Service or Software App is released.

5.2 Can you terminate your use of Yuwell Anytime Services or your use of Software Apps?

You may terminate your use of any Yuwell Anytime Service by ceasing your use of the Yuwell Anytime Product and Yuwell Anytime Service. You may terminate your use of any Software App by deleting it from your Smart Device, removing it from your computer using your operating system removal procedures. You are not obligated to continue using any Data Service or Software App whether you terminate or not.

5.3 What happens if your use of a Yuwell Anytime Service is terminated?

If your use of a Yuwell Anytime Product, Yuwell Anytime Service or Software App is terminated for any reason,

(a) we may retain all of your Personal Information (as defined in the Privacy Policy) associated with your use of a Yuwell Anytime Product, Software App or a Yuwell Anytime Service for which you are registered as long as it is required or permitted by applicable law,

(b) Sections 1, 4.2 (last sentence only), 4.9, 4.11, 4.13, 4.14, 4.15, 5.3, and 6-16 will survive such termination and continue to apply to the parties. If you later re-activate your account, and we have retained your Personal Information, we would re-associate your retained Personal Information with your newly re-activated account if we are able to do so, provided that you provide us with appropriate information enabling us to make the proper association. Notwithstanding the foregoing, if your use of a Software App or Yuwell Anytime Service is terminated for any reason, we may, without liability to you or any third party, immediately deactivate or delete your username, password and account, and all associated materials (including Personal Information), without any obligation to provide any further access to such materials.

6. Disputes and Governing Law

6.1 How are disputes resolved under this agreement?

(a) Agreement to Arbitrate

To the fullest extent permitted by applicable law, and subject to clause (b) mentioned below, any dispute, controversy or claim arising out of or in connection with this Agreement, or the relationship between you and Yuwell Anytime (whether contractual or non-contractual, and whether arising in tort, under statute, in equity, or otherwise), including any question regarding its existence, validity or termination (a “Dispute”), shall be referred to and finally resolved by arbitration.

(b) Small Claims Exception: This Clause shall not apply to any Dispute that falls within the jurisdiction of the small claims track of the County Court (or its equivalent in the relevant UK jurisdiction), which may be brought and resolved in that forum.

(c) Arbitration Procedure

The arbitration shall be conducted by a sole, neutral arbitrator appointed jointly by the parties or, in default of agreement, by the Chartered Institute of Arbitrators. The seat of arbitration shall be England and Wales. The arbitration shall be conducted in the English language in accordance with the Arbitration Act 1996 and such procedural rules as the arbitrator may determine, subject to the principles of natural justice.

(d) Remote Hearings

Unless otherwise determined by the arbitrator upon reasonable request of either party,

hearings (if any) shall be conducted by telephone or video conference. Where an in-person hearing is deemed appropriate, it shall take place at a location reasonably convenient to both parties, taking into account their ability to travel and other relevant circumstances. Failing agreement, the location shall be determined by the arbitrator.

(e) Individual Basis of Arbitration

You agree that arbitration shall be conducted on an individual basis only and not as a claimant or class member in any purported class, collective or representative proceeding. Class arbitrations and collective actions are expressly excluded.

(f) Remedies and Enforcement

The arbitrator shall have the authority to grant such relief as would be available in a court of competent jurisdiction, including interim, injunctive, or specific performance relief, but only to the extent necessary to provide the remedy warranted by the individual Dispute. The award of the arbitrator shall be final and binding and may be enforced in any court of competent jurisdiction.

(g) Regulatory and Law Enforcement Exception

Nothing in this Agreement shall be construed as limiting or excluding your right to raise concerns with, report to, or otherwise cooperate with any regulatory, supervisory, or law enforcement authority in the United Kingdom. Where permitted by law, such authorities may initiate investigations or proceedings and pursue remedies on your behalf.

6.2 What laws govern this agreement?

Except to the extent otherwise required by applicable law, this Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, the laws of England and Wales, without regard to any conflict of laws principles. This applies irrespective of your place of residence or use of the services.

6.3 Notice of Dispute.

In the event of any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, the party raising the dispute (the “Disputing Party”) shall provide written notice to the other party setting out, in reasonable detail, the nature of the dispute, the factual background giving rise to it, and the specific relief or remedy sought (the “Dispute Notice”).

Yuwell Anytime may serve such notice on you by email to the most recent email address you have provided. You may serve any Dispute Notice on Yuwell Anytime by sending it via recorded delivery or other trackable method of postal or courier delivery to:

Legal Department

UK Correspondence Address – Thane House, Calne SN11 8SB United Kingdom

6.4 Equitable Relief.

Each party acknowledges that a breach by the other of its intellectual property or industrial rights may give rise to irreparable harm for which damages alone may not be an adequate remedy. Accordingly, in the event of such a breach or threatened breach, the non-breaching party shall be entitled, without the requirement to post any bond or other security (or, where such security is required by law, the minimum amount permitted), to seek interim, interlocutory and/or final injunctive relief, specific performance, or other equitable relief from a court of competent jurisdiction to prevent or restrain such breach. Such remedies shall be in addition to, and not in substitution for, any other rights or remedies available at law or in equity.

7. No Warranties

8.1 EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, AND EXCEPT FOR ANY LIMITED WARRANTY INCLUDED IN THE APPLICABLE YUWELL ANYTIME PRODUCT'S LABELING, YUWELL ANYTIME PRODUCTS, YUWELL ANYTIME SERVICES AND SOFTWARE APPS ARE PROVIDED "AS-IS" AND ON AN "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, AND YOU USE YUWELL ANYTIME PRODUCTS, YUWELL ANYTIME SERVICES AND SOFTWARE APPS AT YOUR OWN RISK.

8.2 EXCEPT TO THE EXTENT THAT SUCH LIMITATION IS PROHIBITED UNDER APPLICABLE LAW, YUWELL ANYTIME DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A SPECIFIC PURPOSE OR USE, QUIET ENJOYMENT, ACCURACY, OPERATION, COMPLIANCE WITH DOCUMENTATION AND NON-INFRINGEMENT. YUWELL ANYTIME DISCLAIMS, AND THIS AGREEMENT DOES NOT INCLUDE, THE PROVISIONS OF THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT,

THE UNIFORM COMMERCIAL CODE, THE UN CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, AND ANY OTHER PROVISIONS IMPLIED INTO THIS AGREEMENT IF NOT DISCLAIMED.

8.3 YUWELL ANYTIME DOES NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF YUWELL ANYTIME PRODUCTS, YUWELL ANYTIME SERVICES OR SOFTWARE APPS.

8.4 YUWELL ANYTIME DOES NOT WARRANT ANY THIRD-PARTY DEVICE, SMART DEVICE, SOFTWARE, SERVICE OR DATA THAT YOU MAY USE IN CONNECTION WITH ANY YUWELL ANYTIME PRODUCT, SOFTWARE APP OR YUWELL ANYTIME SERVICE, WHETHER OR NOT SUCH THIRD-PARTY ITEM IS DESCRIBED IN, OR AVAILABLE OR CAN BE CONNECTED TO THROUGH, ANY YUWELL ANYTIME PRODUCT, SOFTWARE APP OR YUWELL ANYTIME SERVICE.

8.5 NO INFORMATION OR COMMUNICATIONS, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM OR THROUGH YUWELL ANYTIME, YUWELL ANYTIME PRODUCTS, YUWELL ANYTIME SERVICES OR SOFTWARE APPS WILL CREATE ANY WARRANTY, EXCEPT FOR ANY LIMITED WARRANTY INCLUDED IN THE APPLICABLE YUWELL ANYTIME PRODUCT'S LABELING. THIS DOES NOT APPLY TO YOUR RIGHTS WITH RESPECT TO DEFECTIVE OR FAULTY YUWELL ANYTIME PRODUCTS.

8.6 YUWELL ANYTIME DOES NOT WARRANT THE ACCURACY OF ANY USER DEVICE, AND THE USER DATA UPLOADED FROM ANY USER DEVICE AND RECEIVED BY YUWELL ANYTIME IS PROVIDED TO THE USER "AS-IS." YUWELL ANYTIME DOES NOT ASSUME ANY OBLIGATION TO, AND DOES NOT WARRANT THAT IT WILL, CREATE OR INCLUDE ADDITIONAL FEATURES OR FUNCTIONALITY FOR YUWELL ANYTIME PRODUCTS, YUWELL ANYTIME SERVICES OR SOFTWARE APPS.

8.7 EXCEPT AS INCLUDED IN ANY YUWELL ANYTIME PRODUCT LABELING, AND WITHOUT LIMITING YOUR RIGHTS UNDER APPLICABLE LAW, IF YOU ARE DISSATISFIED WITH ANY PORTION OF YUWELL ANYTIME PRODUCTS, YUWELL ANYTIME SERVICES OR SOFTWARE APPS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE THEIR USE.

Nothing in this Section shall limit the consumer's statutory warranty rights.

9. Liability Limitations and Your Responsibility

9.1 SUBJECT TO PARAGRAPH 9.6, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL YUWELL ANYTIME'S AFFILIATES, LICENSORS, SUPPLIERS AND OTHER THIRD PARTIES WITH WHICH YUWELL ANYTIME HAS A CONTRACTUAL RELATIONSHIP (INCLUDING ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AND AGENTS) HAVE ANY LIABILITY WHATSOEVER ARISING FROM OR RELATING TO YUWELL ANYTIME PRODUCTS, YUWELL ANYTIME SERVICES, SOFTWARE APPS, OR THIS AGREEMENT, WHETHER FOR DIRECT OR ANY OTHER TYPE OF DAMAGES WHATSOEVER.

9.2 SUBJECT TO PARAGRAPH 9.6, EXCEPT TO THE EXTENT THAT SUCH LIMITATION IS PROHIBITED UNDER APPLICABLE LAW, NEITHER YUWELL ANYTIME, ITS AFFILIATES, NOR ITS OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS (COLLECTIVELY, "YUWELL ANYTIME PARTIES") SHALL BE LIABLE FOR ANY DAMAGES ARISING FROM THE USE OF OR INABILITY TO USE YUWELL ANYTIME PRODUCTS, YUWELL ANYTIME SERVICES OR SOFTWARE APPS.

9.3 SUBJECT TO PARAGRAPH 9.6, EXCEPT TO THE EXTENT THAT SUCH LIMITATION IS PROHIBITED UNDER APPLICABLE LAW, NONE OF THE YUWELL ANYTIME PARTIES SHALL BE LIABLE FOR ANY CONSEQUENTIAL, UNFORESEEABLE, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR DAMAGES RESULTING FROM LOSS OF DATA OR BUSINESS INTERRUPTION WHETHER THE CLAIM OR DAMAGES ARE BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), EXTRA-CONTRACTUAL LIABILITY, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, EVEN IF YUWELL ANYTIME, ITS AFFILIATES OR A PERSON AFFILIATED WITH EITHER OF THEM HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES EXCLUDED IN THIS SECTION 9, AND EVEN IF SUCH EXCLUSIONS CAUSE THIS AGREEMENT OR ANY REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE.

9.4 SUBJECT TO PARAGRAPH 9.6, EXCEPT TO THE EXTENT THAT SUCH EXCLUSION OR LIMITATION IS PROHIBITED UNDER APPLICABLE LAW, NONE OF THE YUWELL ANYTIME PARTIES SHALL BE LIABLE FOR THE ACTIONS OR OMISSIONS OF A USER OR ANY THIRD PARTY.

9.5 SUBJECT TO PARAGRAPH 9.6, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS AND DISCLAIMERS (INCLUDING, WITHOUT LIMITATION, THOSE SET OUT IN SECTION 8) MAY NOT APPLY TO YOU, AND YOU MAY HAVE CERTAIN ADDITIONAL RIGHTS. TO THE EXTENT THAT WE MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY IMPLIED WARRANTY OR LIMIT OUR LIABILITIES, THE SCOPE AND DURATION OF SUCH WARRANTY AND THE EXTENT OF OUR LIABILITY WILL BE THE MINIMUM PERMITTED UNDER SUCH APPLICABLE LAW, AND THIS AGREEMENT WILL BE DEEMED MODIFIED TO THE MINIMUM EXTENT NECESSARY TO COMPLY WITH SUCH APPLICABLE LAW.

9.6 Nothing in this **Section 9** is intended to limit or exclude liability where such liability is mandatory under applicable law and arises from the following:

- (a) death or personal injury resulting directly from willful or negligent act(s) or omission by Yuwell Anytime or any of its employees or agents.
- (b) any fraudulent misrepresentation on the part of Yuwell Anytime.
- (c) any breach of an essential contractual duty.
- (d) any wilful misconduct on the part of Yuwell Anytime.
- (e) for UK residents, Section 12 of The Sale of Goods Act 1979; or
- (f) any term which cannot be excluded by virtue of sections 31, 47 and 57 of the Consumer Rights Act 2015.

9.7 Your Responsibility. Except to the extent prohibited under applicable law, you agree to indemnify, defend and hold harmless Yuwell Anytime, our distributors, affiliates, licensors, suppliers and other contract relationships (including the officers, directors, employees, consultants, and agents of each) collectively known as “**Yuwell Anytime Parties**” from and against any and all third-party claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and court costs) that such parties may incur as a result of or arising from

- (1) any information you submit, post or transmit through Yuwell Anytime Services or Software Apps,

- (2) your use of Yuwell Anytime Products, Yuwell Anytime Services or Software Apps,
- (3) your violation of this Agreement, or
- (4) your violation of any rights of any other person or entity.

10. Notices; Questions or Complaints.

Except as expressly provided elsewhere in this Agreement, we will provide any notice under this Agreement by email to your email address. You will provide any notice under this Agreement to Yuwell Anytime (or contact us regarding any question or complaint) by mail at the following address :Thane House, Calne SN11 8SB

If you have a question or complaint regarding the Service, and you are in a jurisdiction where you have purchased a Yuwell Anytime Product through a third-party distributor, please contact the third-party distributor from whom you purchased your Yuwell Anytime Product. If you are in the United Kingdom, send an e-mail to annie@yuwellanytime.co.uk. Please note that e-mail communications will not necessarily be secure. Accordingly, you should not include credit card information or other sensitive information in your e-mail correspondence with us.

11. Severability.

In the event that any court holds any provision of this Agreement to be void, invalid or unenforceable, such provision will be modified to the minimum extent necessary to be effective, valid and enforceable while preserving the original intentions of the parties to the greatest extent possible, and the other provisions of this Agreement will remain in full force and effect and enforceable according to their terms.

12. Assignment.

We may assign this Agreement in whole or in part at any time without notice (except to the extent such notice is mandatory under applicable law, in which case such notice may be made via a posting to our website). You may not assign this Agreement or transfer any rights to use Yuwell Anytime Products, Yuwell Anytime Services or Software Apps.

13. Export Restrictions.

The Yuwell Anytime Product & Services as well as the Software may be subject to United Kingdom export control laws. As a result, you represent, warrant and covenant that you are not

- (a) located in, or a resident or a national of, any country subject to a United Kingdom government embargo or other restriction or any country that has been designated by the United Kingdom as a "terrorist supporting" country
- (b) On any of the United Kingdom's lists of restricted end users.

14. Minors.

We hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors.

The Yuwell Anytime device is not suitable for people under 18 years old.

16. Relationship; No Third-Party Beneficiaries.

Our relationship with you is as an independent contractor, and nothing in this Agreement creates an agency or partnership. Except for Yuwell Anytime's licensors and Urathon Ltd, there are no third-party beneficiaries to this Agreement.

17. Forward-Looking Statements.

The Yuwell Anytime Services may, from time to time, include statements, projections or comments concerning future expectations, anticipated results, plans, strategies, objectives, or performance of Yuwell Anytime and/or its management ("Forward-Looking Statements"). Such Forward-Looking Statements reflect current views and expectations only and are inherently subject to known and unknown risks, uncertainties, assumptions, and other factors, many of which are outside Yuwell Anytime's control. Accordingly, actual results may differ materially from those expressed or implied in any such Forward-Looking Statements.

Forward-Looking Statements are provided for general informational purposes only and are not guarantees of future performance. Important factors which may cause actual outcomes to differ materially from those expressed in any Forward-Looking Statement include, but are not limited to:

- (a) the preliminary or indicative nature of certain information;
- (b) reliance on third-party data or forecasts which may be subject to change;
- (c) regulatory developments in the UK or other relevant jurisdictions; and
- (d) market, operational, or clinical risks associated with the sale and use of medical devices, including Continuous Glucose Monitoring products.

Nothing in this clause shall be construed as a commitment or undertaking to update or revise any Forward-Looking Statement, whether as a result of new information, future developments or otherwise, unless required to do so under applicable law or regulation.

18. Complete Agreement.

This Agreement is the complete and final agreement between the parties relating to Yuwell Anytime Products, Yuwell Anytime Services and Software Apps; supersedes any prior agreements or communications between the parties; and may only be modified as described in this Agreement (see Section 2.1 (titled "Can Yuwell Anytime change the terms of this Agreement?")). Failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. This Agreement has been drafted in English at the express request of the parties.

19. Copyright Infringement Claims.

Yuwell Anytime respects the intellectual property rights of others and expects all users of its services to do the same. If you believe in good faith that content available via the Yuwell Anytime Services infringes your copyright or other intellectual property rights under the laws of the United Kingdom, you (or your authorised representative) may submit a written notice to Yuwell Anytime requesting that the allegedly infringing material be removed or access to it be disabled.

Such notice must include:

- (a) a description of the work or rights claimed to have been infringed;
- (b) a description of the material that is alleged to be infringing and information reasonably sufficient to permit Yuwell Anytime to locate the material;
- (c) your name, postal address, telephone number and email address;
- (d) a statement that you have a good faith belief that the use of the material is not authorised by the rights holder, its agent, or the law; and
- (e) a statement that the information in the notice is accurate and, where applicable, that you are the rights holder or authorised to act on behalf of the rights holder.

Counter-notices disputing the removal of material must contain:

- (a) sufficient information to identify the removed content and its location prior to removal;
- (b) a statement that you believe, in good faith, that the content was removed in error or misidentification;
- (c) your contact information; and

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(d) a declaration that you consent to the jurisdiction of the courts of England and Wales in the event of a dispute.

All notices and counter-notices should be sent to:

Legal Department

Yuwell Anytime Ltd

UK Correspondence Address: Thane House, Calne SN11 8SB

Email: anni@yuwellanytime.co.uk

We recommend that you seek legal advice before submitting any notice or counter-notice.

In accordance with applicable UK law, and without prejudice to any other rights or remedies, Yuwell Anytime has adopted a policy of disabling or terminating user accounts, in appropriate circumstances, of individuals who are determined by Yuwell Anytime to be repeat infringers. Yuwell Anytime also reserves the right, at its sole discretion, to restrict or terminate access to the Yuwell Anytime Services by any user who infringes the intellectual property rights of others, whether or not such user is a repeat infringer.

Version

This Agreement is dated April 04th, 2025

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