

Terms of Use

PLEASE READ THE DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY, THE INDEMNIFICATION, AND THE DISPUTES; GOVERNING LAW; JURISDICTION; CLASS ACTION AND JURY TRIAL WAIVER SECTIONS BELOW REGARDING YOUR LEGAL RIGHTS IN ANY DISPUTE INVOLVING THE ELLA, THESE TERMS, OR OUR PRIVACY POLICY. THESE TERMS INCLUDE A WAIVER TO BRING ANY CLAIM UNDER A CLASS ACTION OR TO HAVE A TRIAL BY JURY. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ACCESS OR USE THE SITE.

These Terms of Use (the “**Terms**”) apply to the website operated by Trusted Medical LLC doing business as Ella Health (“**ELLA**”, “**we**”, “**our**” or “**us**”), www.ellahealth.com and its associated content; and to any other Sites and their content which link to these Terms and are owned, operated, or maintained by Ella or its affiliates (the “**Site**”). These Terms are an agreement between the user (“**you**”) and Ella and govern your use of the Site that you have accessed.

By accessing the Site, the pages or content contained on the Site, any services, information, tools, or other material contained or described herein, and/or contacting our personnel or otherwise interacting with us (collectively, the “**Services**”), you acknowledge your agreement with, and understanding of, the following Terms. These Terms may change from time to time (see the “**Changes to Our Terms of Use**” section in these Terms). Your continued use of the Site, or Services after we make changes is deemed to be acceptance of those changes, so please check these Terms periodically for updates.

Remember that your use of the Services is at all times subject to our Privacy Policy, which incorporate these Terms. To understand how and what information we collect, and how we may use or disclose such information, please carefully read our Privacy Policy. By using our Site, you acknowledge that you have read our Privacy and Cookie Policies and consent to our privacy practices. You further affirm your consent by becoming a registered user or submitting content or materials to, or through, our Site, or Services.

YOU MAY NOT ACCESS OR USE THE SITE OR ACCEPT THESE TERMS IF YOU ARE NOT AT LEAST 18 YEARS OLD. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS AND/OR USE THE SITE, OR SERVICES.

Patient Registry Portal

You may participate in ELLA’s patient registry and access to the patient registry portal will require the creation of login credentials and password. Participation in the patient registry portal is voluntary and refusal to do so has no penalty whatsoever. You are free to withdraw your participation at any time without penalty. The patient registry portal will store your personal information from multiple data sources (including, for example, certain medical record and medical expense information from visits to healthcare providers).

General Information Is Not Medical Advice

The content on the Site including in the patient registry portal is NOT considered medical advice or treatment rendered and is not intended in any way to be a substitute for direct patient care. In more specific terms, the portal is not intended for use in the diagnosis, cure, treatment, or prevention of any disease and must never be relied on to make medical or clinical decisions regarding your care. Always seek the advice of your provider or other qualified healthcare professional who is properly licensed to

practice medicine or provide healthcare in your jurisdiction concerning any questions you may have regarding any information obtained from the Site and any medical condition you believe may be relevant to you. Never disregard professional medical advice or delay in seeking it because of something you have read on the Site. Always consult with your provider or other qualified healthcare provider before embarking on a new treatment, diet, or fitness program. Information obtained on the site or portal is not exhaustive and does not cover all diseases, ailments, physical conditions, or their treatment. You should always seek a direct, in-person appointment with your provider to assess any health-related concerns so a proper diagnosis and treatment can be administered.

Medical Emergencies

You understand that the portal is not meant to be used in the case of an emergency. For all matters requiring urgent care which you believe may negatively impact your health or well-being, you understand that you must call 911 or proceed to your nearest hospital emergency department or urgent care center. You agree that under no circumstances should you attempt self-treatment based on anything you have seen or read on the portal or the Site.

No Provider-Patient Relationship

The Site, or the portal does not necessarily establish a provider-patient relationship between you and Health Services (or any of its providers) and is not intended as a solicitation of individuals to become patients or clients of the Health Services (or any of its providers).

This section does not apply to the extent that you are using the Portal to communicate with a provider with whom you have an existing provider-patient relationship. In the event you have established a relationship, Health Services will not be held liable or responsible in any way for any injury resulting therefrom, or any injury that may result from unfulfilled appointments, cancelled or otherwise.

Ownership of Site, Trademarks, Copyrights, Prohibited Uses

Ella and/or its affiliates own, operate, and maintain the Site, and/or its associated Services.

Ella along with other trademarks and/or service marks displayed on the Site, or through the Services are the registered and/or unregistered trademarks and service marks of Ella or its affiliates. Except where otherwise noted, Ella hereby claims copyright ownership over all material available on the Site, or through the Services. Ella hereby reserve all rights with respect to copyright ownership over all material featured on the Site, or through the Services, whether or not registered, along with trademark ownership over all trademarks and/or service marks, whether or not registered, displayed on the Site, or through the Services. Ella will enforce such rights to the full extent of applicable law.

Nothing on the Site, or Services shall be construed as granting any license or right to use any image, video, trademark, service mark, or logo. Downloading, copying, or printing individual pages and/or parts of the Site is allowed for personal, non-commercial use only, and will not transfer title to any software or material on the Site, Services to you. You must not reproduce, distribute, reverse engineer, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on the Site, Services except as generally and ordinarily permitted through the Site according to these Terms. You must not access or use any part of the Site, any of the Services, or any materials available thereon for any commercial purposes. Explicit attribution to Ella must be made in the event that the

material, or any part thereof, is reproduced in any form, written or electronic. Furthermore, any reproduction, re-publication, or distribution of material requires the express consent of ELLA.

We reserve the right, in our sole discretion, to deny or suspend use of the Site, or Services to anyone for any reason or no reason at all. You agree that you will not, and are prohibited from:

- Using the Site, and/or Services in any manner which could damage, disable, overburden, or impair the Site, or Services (or the network(s) connected to the Site, or Services) or otherwise interfere with any other party's use and enjoyment of the Site, or Services;
- Attempting to gain unauthorized access to the Site, Services, other accounts, computer systems, or networks connected to the Site, or Services, whether through hacking, password mining, or any other means;
- Obtaining or attempting to obtain any materials or information through any means not intentionally made available through the Site, or Services;
- Framing or utilizing framing techniques to enclose any trademark, service mark, logo, or other proprietary information (including images, text, page layout, or form) of Ella and/or its affiliates without express written consent of ELLA;
- Using any meta tags or any other "hidden text" utilizing ELLA's name, trademarks, or service marks without the express written consent of ELLA;
- Removing or modifying any proprietary notice, copyright notice, trademark or service mark legend, author attribution, or other notice placed on or contained within any of the Site, or Services, or any content thereon, or otherwise attempting to disable, bypass, modify, defeat, or otherwise circumvent any digital rights management or security system used as part of the Site, or Services;
- Decompiling, deciphering, disassembling, translating, modifying, reverse engineering, or otherwise attempting to access the source code of the Site, or Services, except where permitted by law notwithstanding this limitation;
- Uploading to the Site, or Services the personal information of others that you are not authorized to provide;
- Providing any content, data, or information to Ella that contains viruses or malicious code or is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy or right of publicity, hateful, discriminatory or otherwise objectionable;
- Using the Site, or Services in a way that suggests you are a representative of Ella or its affiliates;
- Using the Site, or Services as a platform for external applications, or to develop applications, services, Sites, or any other functionalities that leverage the Site, or Services;
- Infringing or misappropriating the intellectual property, proprietary, or privacy rights of any third party;

- Interfering with or disrupting the proper functioning of the Site, or Services, or otherwise ELLA's or any third party's systems used to host the Site, or Services, or any other equipment or networks used to provide the Site, or Services;
- Communicating any content located on the Site, or Services to the public, which shall include providing or making available any links, hypertext (Universal Resource Locator (URL) address), or otherwise granting access (other than a "bookmark" from a web browser) to the Site or Services, or any part thereof;
- Circumventing the user authentication or security of the Site, or Services, or any host, network, or account related thereto;
- Using any application programming interface to access the Site, or Services;
- Making any use of the Site, or Services that violates any applicable local, state, national, international, or foreign law including United States and foreign export regulations and restrictions;
- Failing to use commercially reasonable efforts to prevent the unauthorized license, access, sale, transfer, lease, transmission, distribution, or other disclosure of the Site, or Services;
- Allowing any individual to use any account log-in credentials (e.g., user identification(s), code(s), password(s), procedure(s), and/or user keys) issued to, or selected by, Ella for someone other than the individual identified in the account information;
- Causing damage to ELLA's operations, reputation, employees, board members, affiliates, facilities, or to any other person or legal entity; and
- Using the Site, and/or Services, or any information located therein, to train, derive, incorporate into, or otherwise develop any form of artificial intelligence system, model, tool, algorithm, network, application, software, processes, or other service, including but not limited to large language models, image recognition systems (such as convolutional neural networks), recommendation engines (such as collaborative filtering systems), or natural language processing systems (such as sentiment analysis systems) (collectively, a "System"). In the event that you use any portion of the Site, and/or Services, or any information located therein, to develop any such System, in whole or in part, you agree to and hereby do assign all rights, title, and interest in and to the System to Ella, and you shall return to Ella or destroy any such System as directed by Ella.

Any use which violates these Terms gives Ella the right (without notice or liability) to revoke the aforementioned license, or to refuse, restrict, terminate, or discontinue your access to the Site, and/or Services (or any portions, components, or features of the Site, and/or Services).

Accuracy of Information

Whilst we make every effort to ensure that the information on the Site, and/or Services is accurate and complete, some of the information is supplied to us by third parties and we are not able to check the accuracy or completeness of that information. We do not accept any liability arising from any inaccuracy

or omission in any of the information on the Site, or Services, or any liability with respect to information on the Site, or Services supplied by you, any other Site user or any other person.

Termination

We may deny you access to the Site, Services, or any part of thereof (including any services, content, or other information available on or through the Site, or Services) at any time in our absolute discretion and without any explanation or notification.

Electronic Notices and Communications, Personal Information, and Opt-Outs

By visiting our Site or sending us email, you are communicating with us electronically. By communicating with us electronically, you agree that: (a) we may communicate with you electronically by email, or as appropriate, by posting general notices on our Site, or Services; (b) all notices, disclosures, and other communications that we send you electronically satisfy any legal requirement that such communications be in writing; and (c) any notices are deemed to be given and received on the date we transmit any electronic communication as described above.

Your submission of personal information to Ella, or otherwise through the Site, or Services is governed by Ella's Privacy Policy, which you can access via the following link: www.trusted-medical.com/ella-privacy

You agree that we, or third parties acting on our behalf may send you emails regarding important information regarding your use of the Site, or Services, along with other electronic communications as detailed in these Terms, and the Privacy Policy. While using the Site, or Services, if you agree to receiving promotional materials from Ella, or from another platform that partners with Ella, then you will be deemed to have acknowledged, agreed, and consented to Ella's use of your personal information and data for that purpose, subject to our Privacy Policy.

You may opt out of receiving newsletters and other promotional messages at any time by clicking the unsubscribe link on the email, but you may not opt-out of receiving important items regarding use of the Site, and/or Services, as further detailed in our Privacy Policy.

User Comments, Feedback, and Other Personal Information and Submissions

All submissions, comments, feedback, bug reports, suggestions, ideas, content, and other communications submitted to Ella through the Site, or Services (collectively, "**Submissions**") shall be and remain ELLA's property with all worldwide rights, titles, and interests in all copyrights and other intellectual property rights in the Submissions hereby being assigned to Ella by you.

We may, but have no obligation to, monitor, edit, or remove Submissions that we determine in our sole discretion is unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, discriminatory, or otherwise objectionable or violates any party's intellectual property rights or these Terms. You represent and warrant that your Submissions will not (a) violate any right of any third-party, including copyright, trademark, privacy, personality, or other personal or proprietary right, (b) contain libelous or otherwise unlawful, abusive or obscene material, or (c) contain any computer virus or other malware that could in any way affect the operation of the Site, or Services. Moreover, if you provide us with any personal information relating to another individual, whether via Submissions or otherwise, then you represent and warrant that you have the authority to do so and to permit us to use the information in accordance with these Terms and our Privacy Policy. You may not use a false e-mail address, pretend

to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any Submissions. You are solely responsible for any Submissions you provide and their accuracy. We take no responsibility and assume no liability for any Submissions posted by you or any third party.

No Warranty; No Liability

YOU EXPRESSLY AGREE THAT USE OF THE SITE, OR SERVICES IS AT YOUR SOLE RISK. THE SITE, AND SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO THE PROVENANCE, ACCURACY, OR SUFFICIENCY OF SITE, AND SERVICES AND ALL DATA ACCESSED THERON OR THE COMMERCIAL OR SCIENTIFIC VALUE OF THE SITE, AND SERVICES AND DATA ACCESSED THERON), ANY MODEL, TOOL, ALGORITHM, NETWORK, APPLICATION, SOFTWARE, SYSTEM, PROCESS, OR OTHER SERVICE, OR OTHER WORK TRAINED ON, DERIVED FROM USE OF, OR OTHERWISE DEVELOPED THROUGH THE EXPLOITATION OF THE SITE, AND SERVICES AND DATA ACCESSED THERON, AND ANY OUTPUT THEREFROM. ELLA MAKES NO WARRANTY OF ANY KIND THAT THE SITE, AND SERVICES AND DATA ACCESSED THERON, OR ANY SUCH RESULTS OF THE USE THEREOF, INCLUDING ANY OUTPUTS, WILL MEET YOUR OR ANY OTHER PERSON’S OR ENTITY’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY’S SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. YOU ACKNOWLEDGE THAT, GIVEN THE NATURE OF ARTIFICIAL INTELLIGENCE AND MACHINE LEARNING SYSTEMS, THE SITE AND SERVICES AND DATA ACCESSED THERON, AND ANY DATA, OR PROCESS DERIVED THEREFROM, (I) MAY BE INACCURATE, MISLEADING, BIASED, OFFENSIVE, OR OTHERWISE FLAWED (INCLUDING, BUT NOT LIMITED TO, “HALLUCINATIONS”), (II) MAY NOT QUALIFY FOR INTELLECTUAL PROPERTY PROTECTION, (III) MAY BE SUBJECT TO THIRD PARTY TERMS, INCLUDING, AS APPLICABLE, OPEN SOURCE LICENSES, AND (IV) DOES NOT NECESSARILY REFLECT, AND MAY BE INCONSISTENT WITH, ELLA’S VIEWS OR POLICIES. ELLA AND ITS AFFILIATES MAKE NO WARRANTY THAT ACCESS TO THE SITE OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT VIRUSES OR OTHER HARMFUL COMPONENTS WILL NOT BE TRANSMITTED IN CONNECTION WITH YOUR USE OF THE SITE, OR SERVICES. ELLA AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND/OR REGULATION, ALL WARRANTIES, WHETHER EXPRESS, STATUTORY, OR IMPLIED, REGARDING THE SITE, AND/OR SERVICES, AND ANY RESULTS TO BE OBTAINED FROM THE USE OF THE SITE, AND THE SERVICES, ALONG WITH ITS CONTENTS, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR USE, AND ALL WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, AND/OR USAGE OF TRADE OR THEIR EQUIVALENTS UNDER THE APPLICABLE LAWS AND/OR REGULATIONS OF ANY JURISDICTION. ELLA AND ITS AFFILIATES DO NOT WARRANT OR GUARANTEE THE ACCURACY, TIMELINESS, SUITABILITY, COMPLETENESS, OR AVAILABILITY OF THE SITE, OR SERVICES OR THE INFORMATION OR RESULTS OBTAINED FROM USE OF THEREOF. YOU ACCEPT AND AGREE THAT ANY USE OF THE SITE, AND SERVICES AND DATA ACCESSED THEREON AND ANY OUTPUTS RESULTING FROM SUCH USE IS AT YOUR SOLE RISK AND YOUR WILL NOT RELY ON THE SITE, AND SERVICES AND DATA ACCESSED THERON AND ANY SUCH OUTPUTS AS A SOLE SOURCE OF TRUTH OR FACTUAL INFORMATION, OR AS A SUBSTITUTE FOR PROFESSIONAL ADVICE.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL ELLA OR ITS AFFILIATES BE LIABLE TO ANYONE FOR ANY INJURY, LOSS, CLAIM OR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT

LIMITATION LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOSS OF DATA, REPLACEMENT COSTS, OR ANY SIMILAR DAMAGES, ARISING IN TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE ARISING FROM YOUR USE OF ANY OF THE SITE, OR OUR SERVICES, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SITE, OR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE SITE, OR SERVICES, OR ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE, OR SERVICES, OR FOR ANY CLAIM OR DEMAND BY ANY THIRD PARTY, EVEN IF ELLA OR ITS AFFILIATES KNEW OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES, CLAIM OR DEMAND.

BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, ELLA'S, AND ITS AFFILIATES', LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ELLA OR ITS AFFILIATES, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY, OR OTHER THEORY OF LIABILITY ARISING OUT OF OR RELATING TO ELLA'S OPERATION OF OR YOUR USE OF THE SITE, OR THE SERVICES EXCEED \$100.

Governing Law; Jurisdiction

You agree that all matters relating to the Terms and your access to or use of our Site, and Services, including all disputes, are governed by the laws of the United States and by the laws of the District of Columbia without regard to its conflicts of laws rules.

IN ADDITION, (I), IF YOU ARE A PERSON RESIDENT IN THE UNITED STATES OF AMERICA, YOU AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COMPETENT STATE AND FEDERAL COURTS LOCATED IN THE DISTRICT OF COLUMBIA, UNITED STATES OF AMERICA; (II) IF YOU ARE A PERSON RESIDENT ANYWHERE OTHER THAN THE UNITED STATES OF AMERICA YOU ALSO AGREE TO SUBMIT TO THE NON-EXCLUSIVE JURISDICTION AND VENUE OF THE COMPETENT STATE AND FEDERAL COURTS LOCATED IN THE DISTRICT OF COLUMBIA, UNITED STATES OF AMERICA. FURTHER, IN ANY INSTANCE IN RELATION TO ANY CLAIM, DISPUTE, OR DIFFERENCE ARISING FROM THESE TERMS OR YOUR ACCESS TO OR USE OF OUR SITE, AND SERVICE, YOU AGREE TO WAIVE ANY RIGHT OF REMOVAL OR TRANSFER WHETHER DUE TO FORUM NON-CONVENIENS OR OTHER REASON.

Jury Trial Waiver

BY USING THE SERVICES AND THEREBY AGREEING OT THESE TERMS OF USE, YOU AND THE ELLA IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM.

Class Action Waiver

IN ADDITION, BY USING THE SERVICES AND THEREBY AGREEING OT THESE TERMS OF USE, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU AND THE ELLA AGREE THAT EACH PARTY TO A DISPUTE HEREUNDER MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL

CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION.

If you bring a dispute in a manner other than in accordance with this section, you agree that we may move to have it dismissed, and that you will be responsible for our reasonable attorneys' fees, court costs, and disbursements in doing so. Additionally, in any action or proceeding to enforce rights under these Terms, the prevailing party will be entitled to reasonable attorneys' fees, court costs, and disbursements.

Links to Other Site / Content of Other Provider

The Site, or Services may link to or integrate with other Sites operated or content provided by third parties, and such other third-party Sites may link to the Site. We have no control over any such third-party Sites or their content and will have no liability arising out of or related to such Sites or their content. The existence of any such link does not constitute an endorsement of such Sites, the content of the Sites, or the operators of the Sites. Therefore, any opinions, statements, services, or other information expressed or made available by third-party suppliers on ELLA's Site are those of such third-party suppliers. We do not represent or endorse the accuracy or reliability of any opinion, statement, or other information provided by any third party, or represent or warrant that your use of the content displayed on our Site, or Services, or any other referenced content or service providers will not infringe rights of third parties not owned by or affiliated with us. All disclaimers and other notices associated with such materials shall apply and supplement these Terms as to the individual content. We are providing these links to you only as a convenience. You release and hold Ella and their affiliates harmless from any and all liability arising from your use of any third-party Site or service.

Changes to Our Terms of Use

We reserve the right at any time to modify or discontinue the Site, or Services (or any part or content thereof) without notice at any time. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of these Terms for all purposes. These Terms are effective unless and until terminated by either you or us. If in our sole judgment you fail, or we suspect that you have failed, to comply with any of these Terms, we also may terminate these Terms at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to the Site, or Services (or any part thereof).

We reserve the right to change these Terms on a going-forward basis at any time. Please check these Terms periodically for changes. If a change to these Terms materially modifies any user rights or obligations, we will endeavor to post notice of the modification on the Site, or Services for a reasonable period of time. Any disputes concerning or related to the Site, or Services will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.

The date these Terms were last revised is identified below.

Latest Update: **7/9/2025**

Remedies

IF YOU ARE DISSATISFIED WITH ANY OF THE CONTENT OR MATERIALS ON OUR SITE, OR ANY SERVICES OR INFORMATION AVAILABLE THROUGH THEM, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING OUR SITE OR SERVICES.

THE FOREGOING DISCLAIMER SHALL APPLY EVEN IF YOUR REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

Without limiting any other rights and remedies available to us, we reserve the right, in our sole discretion and without prior notice, to end your access to our Site, or Services, or otherwise block your future access to our Site, or Services for any reason.

You agree that any violation, or threatened violation, by you of these Terms will cause us irreparable and unquantifiable harm. You also agree that monetary damages would be inadequate for such harm and consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate.

These remedies are in addition to any other remedies we may have at law or in equity.

Indemnity

You agree to indemnify, defend, and hold harmless Ella and affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, and employees from and against any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of: (a) your violation of these Terms, the documents they incorporate by reference, or any applicable law, (b) your violation of the rights of a third party, (c) your access to or use of the Site, or Services, (d) any dispute or issue between you and any third party concerning the Site, or Services; and (e) all claims pertaining to the Site, or Services, or your use thereof that arise from, or otherwise allege, negligence, fraud, or intentional misconduct committed by you. Without limiting the foregoing, we reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of that claim.

YOU AGREE TO WAIVE ANY AND ALL LAWS THAT MAY LIMIT THE EFFICACY OF ANY RELEASES CONTAINED IN THESE TERMS.

Contract Interpretation

These Terms, accepted by you upon use of our Site, or Services, and further affirmed by becoming a registered user or submitting content or materials to or through our Site, or Services, constitutes the entire agreement between you and us regarding the use of our Site, or Services, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of these Terms).

All parts of these Terms apply to the maximum extent permitted by law. We both agree that if we cannot enforce a part of this contract as written, then that part will be replaced with terms that most closely match the intent of the part we cannot enforce to the extent permitted by law. The invalidity of part of this contract will not affect the validity and enforceability of the remaining provisions.

Contact Information

This site is offered by ELLA. You may contact us by emailing us at support@ellahealth.com. You may also contact us by writing to:

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