

Terms of Service

Effective Date: September 9, 2024

These Terms of Service (“Terms”) specifically apply to your use of and access to Panasonic Well LLC’s (“Panasonic Well”) website (well.panasonic.com) and our communications with you (collectively, the “Panasonic Well Services” or “Services”). These Terms do not relate or apply to your use of other Panasonic Well products or services - such as the Yohana mobile application and website - or any other Panasonic affiliate companies, or their products, services, or sites.

Our [Privacy Policy](#) explains how we collect and use your personal data. By visiting our site or using any of our Services, you agree to these Terms and acknowledge and agree to the collection, use, and disclosure of your personal data in accordance with our [Privacy Policy](#).

Important Notice Regarding Arbitration: WHEN YOU AGREE TO THESE TERMS, YOU AGREE TO RESOLVE ALL DISPUTES WITH PANASONIC WELL THROUGH SMALL CLAIMS COURTS OR THROUGH ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN JURY TRIALS OR CLASS ACTIONS. PLEASE REVIEW SECTION 9 “DISPUTES” FOR DETAILS REGARDING ARBITRATION.

1. Your Use of the Services

1.1 Using our Services. The Services are the property of Panasonic Well. So long as you comply with these Terms, we grant you a limited, nonexclusive, non-transferable, revocable license to use the Services for your personal, non-commercial use. To the extent any component of the Services may be offered under an open source license, we’ll make that license available to you and the provisions of that license may expressly override some of these Terms.

1.2 Our intellectual property rights. Our Services are protected by copyright, trademark and other applicable laws, including U.S. and Japanese laws. Panasonic Well and its licensors exclusively own all right, title, and

interest in and to the Services, including all associated intellectual property rights. These Terms don't grant you any right, title, or interest in the Services, Panasonic Well's trademarks, logos and other brand features.

1.3 Your responsibilities. Your use of our Services must comply with our "User Rules and Prohibitions" outlined in Section 4 below. Content in the Services may be protected by others' intellectual property rights. You may not copy, upload, download, or share content unless you have the right to do so. Panasonic Well may review your conduct for compliance with these Terms, but we are not obligated to do so.

1.4 Service modifications. We're constantly modifying and improving our Services. Panasonic Well reserves the right to modify, suspend, or discontinue functions and features of the Services, at any time, without notice or liability to you.

2. Feedback

We welcome any feedback you have about our Services, but please note that we may use any comments, information, ideas, concepts, or suggestions in any communication you send us without any obligation to you.

3. User Content

Some parts of the Services may allow you to upload or submit content such as text, images, video, recipes, ratings, feedback, etc. ("User Content"). You retain all rights to any User Content that you upload or submit to the Services and are solely responsible for that content. You grant Panasonic Well a non-exclusive, transferable, worldwide, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works based upon, distribute, publicly display, and publicly perform your User Content for purposes of providing, protecting, improving, and promoting the Services. Subject to applicable laws, this license survives the termination of the Services or these Terms. You represent and warrant that you have all rights necessary to grant us the license to your User Content under these Terms, and that neither your User Content, nor your use and provision of your User

Content through the Services, infringes, misappropriates, or violates a third party's intellectual property rights, rights of publicity or privacy, or violates any applicable law or regulation. Panasonic Well may, in its sole discretion, remove or take down any User Content you upload or submit to the Services for any reason, including violation of these Terms, without notice to you.

4. User Rules and Prohibitions

We've established a few ground rules for you to follow when using the Services to make sure the Services are enjoyable for everyone. You agree not to do - or assist anyone in doing - the following:

4.1 Post, upload, publish, submit, or transmit any User Content that: (i) infringes, misappropriates, or violates a third party's patent, trademark, trade secret, moral rights, or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation; (iii) is fraudulent, false, misleading, or deceptive; (iv) is defamatory, obscene, pornographic, vulgar, or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances;

4.2 Use, display, mirror, or frame the Services or any individual element within the Services, Panasonic Well's name, any Panasonic Well trademark, logo, or other proprietary information, or the layout and design of any page or form contained on a page, without Panasonic Well's express written consent;

4.3 Access, tamper with, or use non-public areas of the Services, Panasonic Well's computer systems, or the technical delivery systems of Panasonic Well's providers;

4.4 Attempt to probe, scan, or test the vulnerability of any Panasonic Well system or network or breach any security or authentication measures;

4.5 Avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Panasonic Well or Panasonic Well's providers or any other third party (including another user) to protect the Services;

4.6 Attempt to access or search the Services or download content from the Services using any engine, software, tool, agent, device, or mechanism (including spiders, robots, crawlers, data mining tools, etc.) other than the software and/or search agents provided by Panasonic Well or other generally available third-party web browsers;

4.7 Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, or other form of solicitation using the Services;

4.8 Use any meta tags or other hidden text or metadata using Panasonic Well's trademark, logo URL, or product name without Panasonic Well's express written consent;

4.9 Use the Services, or any portion thereof, for any commercial purpose or in any manner not permitted by these Terms;

4.10 Attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Services;

4.11 Interfere with, or attempt to interfere with, the access of any user, host, or network, including sending a virus, overloading, flooding, spamming, or mail-bombing the Services;

4.12 Collect or store any personally identifiable information from the Services or from other users of the Services without their express permission;

4.13 Impersonate or misrepresent your affiliation with any person or entity;

4.14 Violate any applicable law or regulation; or

4.15 Encourage or enable any other individual to do any of the foregoing.

Panasonic Well is not obligated to monitor access to or use of the Services or to review or edit any content, but we reserve the right to do so. We reserve the right to remove, suspend, delete, or disable access to any content or user account, at any time and without notice. We also reserve the right to refuse to support a requested to-do, at any time and without notice, if we, at our sole discretion, consider it offensive, abusive, illegal, in violation of these Terms or any posted policies, or if we believe at our sole discretion that a user is intentionally submitting an excessive and unreasonable number of to-dos. We have the right to investigate violations of these Terms and any conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

5. Termination

These Terms will continue to apply to you until terminated by either you or Panasonic Well. You are free to stop using the Services at any time, and you may terminate these Terms by contacting us at: info@well.panasonic.com. Panasonic Well may in its sole discretion terminate these Terms, or suspend access to the Services at any time and without notice, including in the event that we withdraw or terminate the Services. If you or Panasonic Well terminate these Terms, or if Panasonic Well suspends or terminates your access to the Services, you agree that Panasonic Well shall have no liability or responsibility to you, and Panasonic Well will not refund any amounts that you have already paid to the fullest extent permitted by law. Upon any termination, discontinuation or cancellation of the Services or these Terms, the following Sections will survive: 2, 3, 4, 5, 6, 7, 8, 9, and 11.

6. Disclaimer of Warranties

Panasonic Well strives to provide great services, but there are certain things we can't guarantee. You acknowledge and agree that to the fullest extent permitted by law, the SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, PANASONIC WELL AND ITS EMPLOYEES, AGENTS, CONSULTANTS, CONTRACTORS, OR AFFILIATES MAKE NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, ABOUT THE SERVICES, AND EXPRESSLY

DISCLAIM ALL WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness, or reliability of any information or content on the Services.

7. Indemnity

To the fullest extent permitted by law, you agree to indemnify and hold Panasonic Well and its affiliates, and their respective officers, directors, employees, and agents, harmless from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (a) your access to or use of the Services; (b) your violation of these Terms or any applicable law or regulation; (c) your User Content; or (d) your interaction with any user. Panasonic Well reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate in asserting any available defenses.

8. Limitation of Liability

IN NO EVENT SHALL PANASONIC WELL OR ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, CONSULTANTS, CONTRACTORS, OR AFFILIATES BE LIABLE TO YOU OR ANY OTHER PARTY FOR (a) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, (b) ANY LOSS OF USE, DATA, BUSINESS, GOODWILL, OR PROFITS, (c) SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR (d) THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THESE EXCLUSIONS OR LIMITATIONS WILL APPLY REGARDLESS OF WHETHER PANASONIC WELL OR ANY OF ITS

EMPLOYEES, AGENTS, CONSULTANTS, CONTRACTORS, OR AFFILIATES HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. TO THE FULLEST EXTENT PERMITTED BY LAW, PANASONIC WELL'S, ITS EMPLOYEES', AGENTS', CONSULTANTS', CONTRACTORS', OR AFFILIATES' AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ANY CLAIM SHALL BE STRICTLY LIMITED TO \$100.00 USD. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. YOU ACKNOWLEDGE AND AGREE THAT THESE LIMITATIONS OF LIABILITY SET FORTH HEREIN ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND PANASONIC WELL.

9. Disputes

9.1 Mandatory arbitration of disputes. You and Panasonic Well agree that any dispute, claim or controversy arising out of your use of the Services, or relating to these Terms or the breach, termination, enforcement, interpretation, or validity thereof, including any dispute relating to these arbitration provisions themselves, will be resolved through final and binding individual arbitration by a single arbitrator and not in a class, representative, or consolidated action or proceeding, except as set forth under the "Exceptions to agreement to arbitrate" below. This includes disputes arising out of or relating to interpretation or applicability of this "Mandatory arbitration of disputes" section, including its enforceability, revocability, or validity. This arbitration provision shall survive termination of these Terms.

9.2 Arbitration procedures. The American Arbitration Association (AAA) will administer the arbitration under its Consumer Arbitration Rules. The arbitration will be held in the United States county where you live, unless we both agree to another location or to desk arbitration.

9.3 Arbitration costs. The AAA rules will govern payment of all arbitration fees. Panasonic Well will not seek its attorneys' fees and costs in arbitration

unless the arbitrator determines that your claim is frivolous. If we prevail in arbitration we'll pay all of our attorneys' fees and costs and won't seek to recover them from you.

9.4 Injunctive and Declaratory Relief. Except as provided in Section 9.6 below, the arbitrator shall determine all issues of liability on the merits of any claim and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that either party seeks public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

9.5 Exceptions to agreement to arbitrate. Notwithstanding the mandatory arbitration agreement in Section 9.1, either you or Panasonic Well may (1) assert claims, if they qualify, in a U.S. small claims court; or (2) bring an individual action seeking only injunctive or other equitable relief from a court to prevent or stop unauthorized use or abuse of the Services or infringement or misappropriation of intellectual property without first engaging in arbitration described above. If the agreement to arbitrate is found not to apply to you or your claim, you agree to the exclusive jurisdiction of the state and federal courts of the Northern District of California to resolve your claim.

9.6 NO CLASS ACTIONS OR CLASS ARBITRATIONS. You may only resolve disputes with Panasonic Well on an individual basis and may not bring a claim as a plaintiff or class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed. If this specific provision is found to be unenforceable, the entirety of this "Disputes" section will be deemed void.

10. Third party interactions

Our Services may contain links to websites or services that are owned or operated by third parties. Panasonic Well is not responsible for these third party websites or services, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to such third party websites or services. You use all links to third party websites and services at your own risk.

11. Miscellaneous

11.1 Governing law. These Terms and any action related thereto will be governed by the Federal Arbitration Act, federal arbitration law, and the laws of the State of California except for its conflicts of laws principles. Except as otherwise set forth in the “Disputes” section above, the exclusive jurisdiction for all disputes, claims, or controversies that you and Panasonic Well are not required to arbitrate will be the state and federal courts located in the Northern District of California. You and Panasonic Well each waive any objection to jurisdiction and venue in such courts.

11.2 Compliance with laws. You acknowledge that the Services are subject to the export control laws and regulations of the United States and Japan. You warrant that you will comply in all respects with United States and Japanese export laws and regulations, as well as any applicable local, state, national, and foreign laws governing your use of the Services.

11.3 Entire agreement. These Terms constitute the entire agreement between you and Panasonic Well with respect to the subject matter of these Terms, and supersedes all prior oral and written understandings, communications, or agreements not specifically incorporated herein.

11.4 Waiver, severability, and assignment. Panasonic Well’s failure to enforce a provision in these Terms is not a waiver of its right to do so later. If a provision in these Terms is found void or unenforceable, the remaining provisions of the Terms will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights under these Terms, and any such attempt will be void.

Panasonic Well may assign its rights to any of affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.

11.5 Modification. Panasonic Well may modify these Terms from time to time. If a revision materially affects your legal rights, we will notify you in advance (e.g., via email). If you don't agree to the updates, please cancel your account before the updates become effective. By continuing to use or access the Services after the updates go into effect, you agree to be bound by the revised Terms.

12. Contact Us

If you have any questions concerning the Services or these Terms, please contact us at info@well.panasonic.com or by mail at Panasonic Well LLC, 3460 Hillview Ave, Palo Alto, CA 94304-1338.

13. Telephone and Text Communications

By opting-in to telephone and text communication, you agree to receive communications from Panasonic Well, including text messages and telephone calls to the telephone number you provided, and push notifications. These communications may include live or pre-recorded messages sent by or on behalf of Umi, its representatives or contractors, or third-party service providers. Message and data rates may apply. You may opt out of receiving SMS messages from us by replying "STOP" from the mobile device receiving the messages.