

Terms of Service

1. Definitions

1. "Mindful Labs" means Mindful Labs Inc.

1. "Service" or "Services" means products, software, services, and website provided and maintained by Mindful Labs as accessed at any time by the user, regardless of the user's account status.

1. "Personal Information" is information that can be used to identify you, either alone or in combination with other information. Mindful Labs collects and stores the following types of Personal Information:

1. "Registration Information" is the information you provide about yourself when registering for and/or purchasing our Services (e.g. name, email, address, user ID and password, and payment information).

2. "Biochemical Information" is information regarding molecules or proteins generated through processing of hair by Mindful Labs or by its contractors, successors, and assignees; or otherwise processed by and/or contributed to Mindful Labs.

3. "Web Behavior Information" is information on how you use the Mindful Labs website (e.g. browser type, domains, page views) collected through log files, cookies, and web beacon technology.

1. "Aggregated Biochemical Information" is Biochemical Information that has been stripped of Registration Information and combined with data from a number of other users sufficient to minimize the possibility of exposing individual-level information while still providing scientific data.

2. Acceptance of Terms

Your use of Mindful Labs's Services (excluding any services provided by Mindful Labs under a separate agreement) is subject to the terms of the legal agreement between you and Mindful Labs set forth in these Terms of Service ("TOS"). Except as specified herein, these TOS apply to any use of the Services, including but not limited to; submitting a tissue sample for molecular or protein extraction and processing. You may not use the Services if you do not accept the TOS. You can accept the TOS by (1) clicking to accept or agree to the TOS, where this option is made available to you by Mindful Labs for any Service; or by (2) actually using the Services. In this case, you acknowledge and agree that Mindful Labs will treat your use of the Services as acceptance of the TOS from that point onwards. In addition, when using particular Mindful Labs Services, you shall be subject to any guidelines or rules applicable to such services that may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the TOS. Mindful Labs also may offer other services from time to time that are governed by different terms of service.

3. Prerequisites

1. Whether you submit your own tissue sample, you may not use the Services and may not accept the TOS if (1) you are not of legal age to form a binding contract with Mindful Labs, or (2) you are a per-



son barred from receiving the Services under the laws of the jurisdiction in which you are resident or from which you use the Services.

4. Description of the Services

The Services include access to the Mindful Labs public website and personal biochemical monitoring services, including the collection and analysis of your hair or tissue sample. Unless explicitly stated otherwise, each new feature that augments or enhances the current Service shall be subject to the TOS. You acknowledge and agree that the Services are provided "AS-IS" and are based on the current state of the art of biochemical research and technology in use by Mindful Labs at the time of the purchase or viewing. You acknowledge and agree that the form and nature of the Services which Mindful Labs provides may change from time to time without prior notice to you. As part of this continuing innovation, you acknowledge and agree that Mindful Labs may stop (permanently or temporarily) providing some Services (or any features within the Services) to you or to users generally at Mindful Labs's sole discretion, without prior notice to you. You may stop using the Services at any time. You do not need to specifically inform Mindful Labs when you stop using the Services unless you are requesting closure of your account. Mindful Labs assumes no responsibility for the use of Services outside the terms of this TOS or other applicable terms.

In order to use the Services, you must obtain Internet access, either directly or through devices that access web-based content, and pay any service fees associated with such access. You are solely responsible for paying such fees. In addition, you must provide all equipment necessary to make such Internet connection, including a computer and modem or other access device. You are solely responsible for providing such equipment. You acknowledge and agree that while Mindful Labs may not currently have set a fixed upper limit on the number of transmissions you may send or receive through the Services or on the amount of storage space used for the provision of any Service, such fixed upper limits may be set by Mindful Labs at any time, at Mindful Labs's discretion.

5. Risks and Considerations Regarding Mindful Labs Services

You should not change your health behaviors solely on the basis of information from Mindful Labs. Make sure to discuss your Biochemical Information with a physician or other health care provider before you act upon the Biochemical Information resulting from Mindful Labs Services. For most common diseases, the genes we know about are only responsible for a small fraction of the risk. There may be unknown genes, environmental factors, or lifestyle choices that are far more important predictors. If your data indicate that you are not at elevated risk for a particular disease or condition, you should not feel that you are protected. The opposite is also true; if your data indicate you are at an elevated biochemical risk for a particular disease or condition, it does not mean you will definitively develop the disease or condition. In either case, if you have concerns or questions about what you learn through Mindful Labs, you should contact your physician or other health care provider.

Mindful Labs Services are for research, informational, and educational use only. We do not provide medical advice. The Biochemical Information provided by Mindful Labs is for research, informational, and educational use only. This means many of the biochemical discoveries that we report have not been clinically validated, and the technology we use, which is the same technology used by the research community, to date has not been widely used for clinical testing.

6. User Representations

By accessing Mindful Labs Services, you agree to, acknowledge, and represent as follows:

1. You understand that information you learn from Mindful Labs is not designed to diagnose, prevent, or treat any condition or disease or to ascertain the state of your health and that you understand that the Mindful Labs services are intended for research, informational, and educational purposes only.



You acknowledge that Mindful Labs urges you to seek the advice of your physician or other health care provider if you have questions or concerns arising from your Biochemical Information.

2. You give permission to Mindful Labs, its contractors, successors and assignees to perform biochemical services on molecules and proteins extracted from your hair or tissue sample and to disclose the results of analyses performed on your sample to you and to others you specifically authorize.
3. You represent that you are eighteen (18) years of age or older if you are providing a saliva sample or accessing your Biochemical Information.
4. You are guaranteeing that any sample you provide is your hair or specified sample.
5. If you are a customer outside the U.S. providing a saliva sample, you confirm that this act is not subject to any export ban or restriction in the country in which you reside.
6. You agree that any tissue sample sample you provide and all resulting data may be transferred and/or processed outside the country in which you reside.
7. You are warranting that you are not an insurance company or an employer attempting to obtain information about an insured person or an employee.
8. You are aware that some of the information you receive may provoke strong emotion.
9. You take responsibility for all possible consequences resulting from your sharing with others access to your Biochemical Information.
10. You understand that all your Personal Information will be stored in Mindful Labs databases and will be processed in accordance with the Mindful Labs Privacy Statement.
11. Waiver of Property Rights: You understand that by providing any sample, having your Biochemical Information processed, accessing your Biochemical Information you acquire no rights in any research or commercial products that may be developed by Mindful Labs or its collaborating partners. You specifically understand that you will not receive compensation for any research or commercial products that include or result from your Biochemical Information.

You agree that you have the authority, under the laws of the state or jurisdiction in which you reside, to provide these representations. In case of breach of any one of these representations Mindful Labs has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof) and you will defend and indemnify Mindful Labs and its affiliates against any liability, costs, or damages arising out of the breach of the representation.

7. Account Creation, Customer Account, Password, and Security Obligations

In consideration of your use of the Services, you agree to: (a) provide true, accurate, current, and complete Registration Information about yourself as prompted by the Service; and (b) maintain and promptly update the Registration Information to keep it true, accurate, current, and complete. If you provide any Registration Information that is untrue, inaccurate, not current, or incomplete, or if Mindful Labs has a reasonable ground to suspect that such information is untrue, inaccurate, not current, or incomplete, Mindful Labs has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

8. Mindful Labs Privacy Statement and Disclosure of Information

In order to use the Services, you must first acknowledge and agree to the Privacy Statement. You may not use the Services if you do not accept the Privacy Statement. You can acknowledge and agree to the

Privacy Statement by (1) clicking to accept or agree to the Privacy Statement, where this option is made available to you by Mindful Labs for any Service; or by (2) actually using the Services.

You acknowledge and agree that Mindful Labs has the right to monitor any use of its systems by its personnel at any time and maintain copies documenting such monitoring. Our Privacy Statement sets forth the only expectations of privacy any individual should have in terms of usage of the Mindful Labs Services, website, or other systems. Mindful Labs may also include your information in Aggregated Biochemical and Self-Reported Information disclosed to third-party non-profit and/or commercial research partners who will not publish that information in a peer-reviewed scientific journal. Mindful Labs will never release your individual-level Biochemical Information and/or Self-Reported Information to any third party without asking for and receiving your explicit consent to do so, unless required by law. Further, you acknowledge and agree that Mindful Labs is free to preserve and disclose any and all Personal Information to law enforcement agencies or others if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process (such as a judicial proceeding, court order, or government inquiry) or obligations that Mindful Labs may owe pursuant to ethical and other professional rules, laws, and regulations; (b) enforce the Mindful Labs TOS; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Mindful Labs, its employees, its users, its clients, and the public. In such event we will notify you through the contact information you have provided to us in advance, unless doing so would violate the law or a court order. You understand that the technical processing and transmission of the Services, including your Personal Information, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks, or devices. Finally, Mindful Labs may, in its sole discretion, restrict access to the website for any reason.

Please refer to our Privacy Statement to read about data protection related to your information.

9. Indemnity

You agree to defend and hold Mindful Labs, and its subsidiaries, affiliates, officers, agents, contractors, partners, employees, successors, and assigns harmless from any claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of User Content you submit, post to, or transmit through the Service; your use of the Service; your connection to the Service; your violation of the TOS; or your violation of any rights of another.

If you have submitted a saliva sample or otherwise provided your own Biochemical Information, you will defend and hold harmless Mindful Labs, its employees, contractors, successors, and assigns from any liability arising out of the use or disclosure of any information obtained from analyses your tissue sample and/or analyzing your Biochemical Information, which is disclosed to you consistent with our Privacy Statement or results from any third-party add-ons to tools we provide. In addition, if you choose to provide your Biochemical and/or Self-Reported Information to third parties - whether individuals to whom you facilitate access, intentionally or inadvertently, or to third parties for diagnostic or other purposes - you agree to defend and hold harmless Mindful Labs, its employees, contractors, successors, and assigns from any and all liability arising from such disclosure or use of your Biochemical and/or Self-Reported Information.

10. General Practices Regarding Use and Storage

You acknowledge that Mindful Labs may establish general practices and limits concerning use of the Services, including without limitation the maximum number of days that Personal Information and Services content will be retained by the Service, the maximum disk space that will be allotted on Mindful Labs's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Services in a given period of time. You acknowledge and agree that Mindful Labs has no responsibility or liability for the deletion of or failure to store any messages, other communications, or other content maintained or transmitted by the Services; or for the loss of



Biochemical Information due to malfunction or destruction of data servers or other catastrophic events. You further acknowledge that Mindful Labs reserves the right to change these general practices and limits in its sole discretion.

11. Modifications to Service

Mindful Labs reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. You acknowledge and agree that Mindful Labs shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services.

The Software that you use may from time to time automatically download and install updates from Mindful Labs. These updates are designed to improve, enhance, and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules, and completely new versions. You agree to receive such updates (and permit Mindful Labs to deliver these to you) as part of your use of the Services.

You acknowledge that Mindful Labs may offer different or additional technologies to collect and/or interpret Biochemical Information in the future and that your initial purchase of the Service does not entitle you to any different or additional technologies for collection or interpretation of your Biochemical Information without fee, and that you will have to pay additional fees in order to have your Biochemical Information collected, processed, and/or interpreted using any future or additional technologies.

12. Termination

The TOS will continue to apply until terminated by either you or Mindful Labs as set out in this Section.

If you want to terminate your legal agreement with Mindful Labs, you may do so by notifying Mindful Labs at any time in writing, which will entail closing your accounts for all of the Services that you use. Your notice should be sent, in writing, to Mindful Labs's address, which is set out at the beginning of the TOS.

Mindful Labs may at any time, terminate its legal agreement with you (and in conjunction therewith, your password and account(s)) if: (1) you have breached any provision of the TOS (or have acted in manner which shows that you do not intend to, or are unable to comply with, the provisions of the TOS); (2) Mindful Labs is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); (3) the partner with whom Mindful Labs offered the Services to you has terminated its relationship with Mindful Labs or ceased to offer the Services to you; (4) Mindful Labs is transitioning to no longer providing the Services to users in the country or state in which you reside or from which you use the Services; or (5) the provision of the Services to you by Mindful Labs is, in Mindful Labs's opinion, no longer commercially viable.

Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the Services may be referred to appropriate law enforcement authorities. You acknowledge and agree that Mindful Labs shall not be liable to you or any third party for any termination of your access to the Services.

13. Survival of Terms

When the TOS come to an end, all of the legal rights, obligations, and liabilities that you and Mindful Labs have benefited from, been subject to (or which have accrued over time while the TOS have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of sections herein shall continue to apply to such rights, obligations, and liabilities indefinitely.

14. Dealings with Information Providers and Listed Resources

Your correspondence or business dealings with-or participation in promotions of-information providers, vendors, and/or resources found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such information provider or resource. You acknowledge and agree that Mindful Labs shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such information provider or resources on the Service.

15. Hyperlinks and the Mindful Labs Website

The Service provides, and third parties may provide, links to other sites and resources on the Internet. Because Mindful Labs has no control over such sites and resources, you acknowledge and agree that Mindful Labs is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Mindful Labs shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such hyperlinked site or resource.

16. Mindful Labs's Proprietary Rights

You acknowledge and agree that Mindful Labs (or Mindful Labs's licensors, as applicable) own all legal right, title, and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by Mindful Labs and that you shall not disclose such information without Mindful Labs's prior written consent.

You further acknowledge and agree that the Services and any necessary software used in connection with the Services ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that information presented to you through the Services or sponsors is protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws. Except as expressly authorized by Mindful Labs, you agree not to-and not to permit anyone else to-modify, rent, lease, loan, sell, distribute, or create derivative works of, reverse engineer, decompile, or otherwise attempt to extract the source code of the Services or Software or any part thereof, in whole or in part. Software, if any, that is made available to download from the Services, excluding software that may be made available by end-users through the Services, is the copyrighted work of Mindful Labs and/or its suppliers. Your use of the Software is governed by the terms of the end user license agreement, if any, which accompanies or is included with the Software ("License Agreement"). You may not install or use any Software that is accompanied by or includes a License Agreement unless you first agree to the License Agreement terms.

Mindful Labs Inc., Mindful Labs, and other Mindful Labs logos and product and service names are trademarks of Mindful Labs and these marks together with any other Mindful Labs trade names, service marks, logos, domain names, and other distinctive brand features.

You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) that may be affixed to or contained within the Services.

Unless you have been expressly authorized to do so in writing by Mindful Labs, you agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company



or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names, or logos.

For any Software not accompanied by a License Agreement, Mindful Labs grants you a personal, non-transferable, and non-exclusive right and license to use the object code of its Software on a single computer. You may not (and may not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in, or otherwise transfer any right in the Software unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by Mindful Labs, in writing. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Mindful Labs, in the manner permitted by the TOS. Unless Mindful Labs has given you specific written permission to do so, you may not assign (or grant a sublicense of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by Mindful Labs for use in accessing the Service. Any rights not expressly granted herein are reserved.

17. Disclaimer of Warranties

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT: (1) YOUR USE OF THE SERVICES ARE AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. Mindful Labs EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. (2) Mindful Labs MAKES NO WARRANTY THAT (a) THE SERVICES WILL MEET YOUR REQUIREMENTS; (b) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, UNFAILINGLY SECURE, OR ERROR-FREE; (c) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; (d) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS AND (e) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. (3) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. (4) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM Mindful Labs OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS. (5) YOU SHOULD ALWAYS USE CAUTION WHEN GIVING OUT ANY PERSONALLY IDENTIFYING INFORMATION ABOUT YOURSELF OR THOSE FOR WHOM YOU HAVE LEGAL AUTHORITY. Mindful Labs SPECIFICALLY DISCLAIMS ANY LIABILITY WITH REGARD TO ANY ACTIONS RESULTING FROM YOUR PARTICIPATION IN THE SERVICES.

18. Limitation of Liability

WITHIN THE LIMITS ALLOWED BY APPLICABLE LAWS, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT Mindful Labs SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF Mindful Labs HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE SERVICES; (b) ANY ACTION YOU TAKE BASED ON THE INFORMATION YOU RECEIVE IN THROUGH OR FROM THE SERVICES, (v) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL, (d) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND

SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (e) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (f) THE IMPROPER AUTHORIZATION FOR THE SERVICES BY SOMEONE CLAIMING SUCH AUTHORITY; or (g) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES.

19. Changes to the Terms of Service

Mindful Labs may make changes to the TOS from time to time. When these changes are made, Mindful Labs will make a new copy of the TOS available on its website and any new additional terms will be made available to you from within, or through, the affected Services.

You acknowledge and agree that if you use the Services after the date on which the TOS have changed, Mindful Labs will treat your use as acceptance of the updated TOS.

20. Violation or Suspected Violation of Terms of Service

If you violate the terms of these TOS and /or Mindful Labs has a reasonable ground to suspect that you have violated the terms of these TOS, Mindful Labs has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

21. Miscellaneous

1. Entire Agreement. The TOS constitute the entire agreement between you and Mindful Labs and govern your use of the Services, superseding any prior agreements between you and Mindful Labs on this subject. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software

2. Applicable law and arbitration. Except for any disputes relating to intellectual property rights, obligations, or any infringement claims, any disputes with Mindful Labs arising out of or relating to the Agreement ("Disputes") shall be governed by California law regardless of your country of origin or where you access Mindful Labs, and notwithstanding of any conflicts of law principles and the United Nations Convention for the International Sale of Goods. Any Disputes shall be resolved by final and binding arbitration under the rules and auspices of the American Arbitration Association, to be held in San Francisco, California, in English, with a written decision stating legal reasoning issued by the arbitrator(s) at either party's request, and with arbitration costs and reasonable documented attorneys' costs of both parties to be borne by the party that ultimately loses. Either party may obtain injunctive relief (preliminary or permanent) and orders to compel arbitration or enforce arbitral awards in any court of competent jurisdiction.

3. Waiver. The failure of Mindful Labs to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

4. Term for cause of action. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

5. Admissibility of printed version. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.



6. Section titles. The section titles in the TOS are for convenience only and have no legal or contractual effect.

7. Severability Clause. If any portion of these TOS is found to be unenforceable, the remaining portion will remain in full force and effect.

8. Amendments. We reserve the right to modify, supplement or replace the terms of the Agreement, effective upon posting at www.getmindful.co or notifying you otherwise. If you do not want to agree to changes to the Agreement, you can terminate the Agreement at any time.

9. Assignment: You may not assign or delegate any rights or obligations under the Agreement. Any purported assignment and delegation shall be ineffective. We may freely assign or delegate all rights and obligations under the Agreement, fully or partially without notice to you. We may also substitute, by way of unilateral novation, effective upon notice to you, Mindful Labs for any third party that assumes our rights and obligations under this Agreement.