

EMBER TERMS OF USE

Last Updated: January 6, 2026

DO NOT USE EMBER IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY. In an emergency situation, please call 911 (for U.S. residents), contact your doctor, go to the nearest emergency room, or contact your local crisis center.

THESE TERMS LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF CERTAIN DISPUTES AND, IF YOU ARE A U.S. RESIDENT, CONTAIN A MANDATORY ARBITRATION PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS, AND NOT BY A LAWSUIT.

Introduction

Digital Therapeutics, Inc. ("Company," "we," "us," or "our") owns and operates the Ember platform, including the website, mobile application, and related services (collectively, the "Platform" or "Ember"). The Platform provides an AI-powered behavioral health support service. In these Terms, "you" and "yours" refer to the person using the Platform.

These Terms of Use ("Terms") describe your rights and responsibilities with respect to the Platform. Your access to and use of the Platform is subject to these Terms and all applicable laws and regulations.

PLEASE READ THESE TERMS CAREFULLY. BY ACCESSING OR USING THE PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE LEGALLY BOUND BY THESE TERMS. IF YOU DO NOT AGREE, YOU MAY NOT ACCESS OR USE THE PLATFORM.

1. Important Notices and Disclaimers

Nature of Services

DIGITAL THERAPEUTICS, INC. IS NOT A HEALTHCARE PROVIDER WITH RESPECT TO EMBER AND EMBER DOES NOT PROVIDE MEDICAL SERVICES OR CONSTITUTE A MEDICAL DEVICE. The Platform uses artificial intelligence technology to provide behavioral health information, support, and guidance. Ember does not diagnose, treat, cure, or prevent any disease or medical condition.

The information and support provided through Ember is for informational and educational purposes only. It is not intended to substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified healthcare provider regarding any medical condition or mental health concerns.

AI Technology Disclosure

EMBER USES ARTIFICIAL INTELLIGENCE AND MACHINE LEARNING TECHNOLOGY. You acknowledge and understand that:

- (a) Responses are generated by AI systems and may not always be accurate, complete, or appropriate for your specific situation;
- (b) AI-generated content should not be relied upon as professional medical, psychological, or clinical advice;
- (c) Your interactions with the Platform may be used to improve our AI systems, subject to our Privacy Policy;
- (d) You should exercise your own judgment and consult with qualified professionals when making health-related decisions.

Regulatory Status

THE EMBER PLATFORM IS NOT SUBJECT TO HIPAA AND DOES NOT CLAIM HIPAA COMPLIANCE. Information you provide through Ember is not Protected Health Information (PHI) as defined under HIPAA. The Platform is designed as a general wellness and behavioral support tool, not a covered healthcare service.

2. Alpha Program Participation

You are participating in the Ember Alpha program. As an Alpha participant, you acknowledge that:

- (a) The Platform is in active development and may contain errors, bugs, or incomplete features;
- (b) Features may change, be modified, or removed at any time without notice;
- (c) Service availability may be limited or interrupted;
- (d) Your feedback may be used to improve the Platform.

3. Account Registration and Eligibility

To use the Platform, you must be at least 18 years old and capable of forming a binding contract. You agree to provide accurate, current, and complete information during registration and to update such information to keep it accurate. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

4. Communication Preferences

By providing your contact information and opting in to receive communications, you expressly consent to receive messages from us via email, SMS text message, push notifications, WhatsApp, or other electronic communication methods. Message frequency may vary, and your carrier's message and data rates may apply. You can opt out of receiving future communications by following the opt-out instructions in any communication or by contacting us directly.

5. Intellectual Property

As between Digital Therapeutics, Inc. and you, Digital Therapeutics, Inc. is the sole and exclusive owner of all right, title, and interest in and to the Platform and its content, features, and functionality, including all associated copyrights, patents, trademarks, trade secrets, and other intellectual property rights. You are granted a limited, non-exclusive, non-transferable,

revocable license to access and use the Platform solely for your personal, non-commercial use in accordance with these Terms.

6. User Content and Data

You retain ownership of any content you submit through the Platform ("User Content"). By submitting User Content, you grant Digital Therapeutics, Inc. a worldwide, royalty-free, non-exclusive, transferable, perpetual, and irrevocable license to use, process, analyze, reproduce, modify, and create derivative works of your User Content for the purposes of providing and improving the Platform and our AI systems. You represent that you have all necessary rights to grant this license.

7. Prohibited Conduct

You agree not to: (a) use the Platform for any unlawful purpose; (b) attempt to gain unauthorized access to any portion of the Platform; (c) interfere with or disrupt the Platform or servers; (d) impersonate any person or entity; (e) use any automated means to access the Platform without our prior written consent; (f) reverse engineer, decompile, or disassemble any portion of the Platform; or (g) use the Platform in any manner that could damage, disable, or impair the Platform.

8. Disclaimer of Warranties

THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. DIGITAL THERAPEUTICS, INC. DISCLAIMS ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY. WE DO NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, DIGITAL THERAPEUTICS, INC. AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA, ARISING OUT OF OR RELATED TO YOUR USE OF THE PLATFORM. IN NO EVENT SHALL OUR TOTAL LIABILITY EXCEED ONE HUNDRED DOLLARS (\$100).

10. Indemnification

You agree to indemnify, defend, and hold harmless Digital Therapeutics, Inc. and its officers, directors, employees, contractors, agents, and affiliates from and against any claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising from: (a) your use of the Platform; (b) your User Content; (c) your violation of these Terms; or (d) your violation of any rights of another.

11. Governing Law and Arbitration (U.S. Residents)

If you are a U.S. resident, these Terms shall be governed by the laws of the State of Delaware, without regard to conflict of law principles. Any dispute arising from these Terms or your use of the Platform shall be resolved through binding individual arbitration administered by the American Arbitration Association under its Consumer Arbitration Rules. You and Digital Therapeutics, Inc. each waive the right to a jury trial and the right to participate in a class action.

Exceptions: This arbitration agreement does not apply to: (a) small claims court actions; (b) claims for injunctive relief related to intellectual property; or (c) any claims that cannot be arbitrated under applicable law.

12. Termination

We may terminate or suspend your access to the Platform at any time, with or without cause, and with or without notice. Upon termination, your right to use the Platform will immediately cease. Provisions of these Terms that by their nature should survive termination shall survive, including ownership provisions, warranty disclaimers, indemnification, and limitations of liability.

13. Changes to Terms

We reserve the right to modify these Terms at any time. Changes are effective upon posting to the Platform. Your continued use of the Platform after changes are posted constitutes your acceptance of the modified Terms. We encourage you to review these Terms periodically.

14. Miscellaneous

These Terms constitute the entire agreement between you and Digital Therapeutics, Inc. regarding your use of the Platform. If any provision of these Terms is found unenforceable, the remaining provisions will remain in full force and effect. Our failure to enforce any right or provision will not be deemed a waiver. You may not assign your rights under these Terms without our prior written consent. Digital Therapeutics, Inc. may assign its rights and obligations without restriction.

15. Contact Us

If you have any questions about these Terms, please contact us at:

Digital Therapeutics, Inc.

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New York, NY 10028

Email: legal@pelagohealth.com