

# Everbeat Service Terms and Conditions

Grektek grants you the right to use our software applications, including without limitation the Everbeat smartphone application (collectively “**Software,**” or “**App**”), the Everbeat electrocardiogram (the “**ECG**”) and services provided through the Site or Software (together, the “**Everbeat Service**”), subject to the terms and conditions of use (“**Terms and Conditions**” or “**Terms**”) set forth below.

By clicking “accept” or accessing the everbeat service, you agree to be bound by these terms and conditions. If you do not wish to be bound by these terms and conditions, you may not access or use the everbeat service. By accepting these terms or by using the everbeat service, you acknowledge that you have read, understood, and agree to be bound by the following terms and conditions, including the [privacy policy](#) (together, the “**terms**”). If you are not eligible, or do not agree to the terms, then you do not have permission to use the everbeat service.

The Everbeat ECG is intended only to record, display, store, and transmit electrocardiograms (“**ECG data**”). You, as the user of the Everbeat Service, are responsible for the ECG data recorded and stored by the Everbeat Service. The Everbeat Service is not intended to diagnose any heart condition or automatically alert healthcare professionals or patients to potentially serious heart or cardiovascular conditions or abnormal arrhythmias. The Everbeat Service is not intended for continuous monitoring and we do not guarantee a response by any physician(s) to messages posted or medical events reported through the everbeat service. If you are experiencing any symptoms you deem serious, you should contact 911, your doctor, or a hospital’s Emergency Department. Additionally, the Everbeat Service may allow you to record and transmit other health-related data including but not limited to blood pressure, weight, blood oxygen level, blood glucose level, symptoms and activity. It is your responsibility to present your medical data to your physician for proper analysis and diagnosis.

These Terms provide that all disputes between you and Grektek will be resolved by binding arbitration, unless that is explicitly prohibited by your jurisdiction. You agree to give up your right to go to court to assert or defend your rights under this contract, except for matters that may be taken to small claims court. Your rights will be determined by an independent arbitrator, and their decision will be binding. You may not file claims against Grektek as part of a class action. Please review Section 20 (“Dispute Resolution and Arbitration”) for further terms.

1. **Registration.** To access the Everbeat Service, you must register for an account. When you register for an account, you may be required to provide us with some information about yourself including personal information such as your name, email address, password, and other data required to support you, including your mailing address and phone number. You may choose to provide additional information to us. You agree that the information you provide to us is accurate and that you will keep it accurate and up to date at all times. When you register, you will be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password, and you accept responsibility for all activities that occur under your account. If you have reason to believe that your account is no longer secure, then you must immediately notify us at [help@grektek.com](mailto:help@grektek.com).

2. **Use of the Everbeat Service.** The Everbeat Service is intended only to allow you to upload, view, share data with your healthcare professional, and use certain data pertaining to you as made available by the Everbeat Service. You may not access or use the Everbeat Service for any other purpose. You may use the Everbeat Service, including any data presented to you on or by the App, or otherwise hosted or stored by Grektek for you, only for lawful and appropriate purposes on your own behalf, and subject to your full compliance with these Terms.
3. **License.** Grektek owns and operates the Everbeat Service. The documents and other information and content available on the Everbeat App (the “**App Content**”) are protected by copyright and other intellectual property laws throughout the world. All copyright and other proprietary notices on any App Content must be retained on any copies made thereof. Any unauthorized reproduction, modification, distribution, public display or public performance of any App Content is strictly prohibited. Grektek and its suppliers reserve all rights not granted in these Terms.

Subject to the restrictions set forth in these Terms, Grektek grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install and use the App on devices that you own or control, solely for use with the Everbeat Services. By downloading or using our app(s), you:

- A. Acknowledge that the App is licensed, not sold to you; and
  - B. Acknowledge that third party terms and fees may apply to the use and operation of your device in connection with your use of the App, such as your carrier’s terms of services, and fees for phone service, data access, or messaging capabilities, and that you are solely responsible for payment of any and all such fees.
4. **Fees.** Access to the Everbeat Service may require you to pay fees. All fees are non-refundable, to the extent permitted under applicable law. If Grektek changes the fees for the Everbeat Service, Grektek will provide you advance notice of those changes. If you do not accept the changes, Grektek may discontinue providing the Everbeat Service to you. You authorize Grektek to charge all sums for the Everbeat Service you select. If you pay any fees with a credit card, Grektek may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase. If you activate or update recurring payments through the Everbeat Service, you authorize Grektek to periodically charge, on a going-forward basis and until cancellation of either the recurring payments or your account, all accrued sums on or before the payment due date for the accrued sums. If you use the Everbeat Service to update or cancel any existing authorized one-time or recurring payment, it may take several business days for the update or cancellation to take effect. Grektek does not collect or store financial account information.
  5. **Your physician’s role, and Grektek’s Optional Remote Patient Monitoring (RPM) Service.**
    - A. **Physician Monitoring.** If the Everbeat Service was prescribed for you by your physician, it is your physician’s responsibility to review the data you have created on the App. You should communicate regularly with your physician about your health and the data you are sharing with them. Grektek may provide optional Remote Patient Monitoring services

(the “**RPM Service**”) to your physician where we contact you on their behalf to assist you in collecting health care data. In this capacity, we are following your physician’s general instructions for our interaction with you. Should Grektek provide the optional RPM service to your physician, we are not acting in a medical capacity; should you have a medical issue or question, you should speak with your physician. Grektek reserves the right to change or discontinue the RPM Service at any time as agreed with your physician.

- B. **ECG Recordings.** You have the option to obtain an ECG recording from your device at any time. Your ECG recordings are subject to multiple factors related to your health and activities. Grektek makes no guarantees of the accuracy or clinical significance of the interpretation of your data. Your physician will review the ECG data you record and communicate as they deem appropriate with you. If you have any questions or concerns about your ECG, you should contact your physician.
- C. **Other Health Data monitoring.** Your physician may have provided you with an everbeat blood pressure monitoring device (the “**Blood Pressure Cuff**”), a pulse oximeter (“**SPO2 Sensor**”), or a scale. These devices are integrated with the App using Bluetooth. You should record your blood pressure, blood oxygen level or weight using the App and the appropriate device, as instructed by your physician. The data you record will automatically be transmitted to your physician through the everbeat cloud when you connect to the public internet.

## 6. **User Representations and Warranties.**

You must be at least 18 years of age to use the Everbeat Service. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 18 years of age; and (b) your registration and your use of the Everbeat Service is in compliance with all applicable laws and regulations.

- A. You represent to Grektek that (1) these Terms have been executed and delivered by you and constitute a valid and binding agreement with you, enforceable against you in accordance with their terms; (2) you will not access or use the Everbeat Service except as expressly permitted by these Terms and any additional instructions, guidelines or policies issued by Grektek; (3) you will access and use the Everbeat Service in full compliance with applicable law; and (4) all of the information, data and other content provided by you in support of your account registration are accurate and truthful in all respects.
- B. Due to local rules and regulations governing the provision of telemedicine services, your local jurisdiction may restrict your ability to use the RPM Service. Since you are using a mobile device to collect your data, it is your responsibility to ensure the Clinician Review Service is legal according to your local telemedicine laws.
- C. If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Everbeat Service (“**Feedback**”), then you hereby grant Grektek an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve the Everbeat Service and create other products and services.

## 7. User Content

- A. **User Content Generally.** Certain features of the Everbeat Service may permit you, your healthcare provider, or other users to upload content to the Everbeat Service, including messages, images, data, text, location information, and other types of information (“**User Content**”) and to publish User Content on the Everbeat Service. You retain the copyrights and any other proprietary rights that you may hold in the User Content that you post to the Everbeat Service; provided that any data provided to your healthcare provider may become part of your health record, and that copy of such data may be owned and/or controlled by your healthcare provider under applicable law.
- B. **Limited License Grant to Grektek.** By posting or publishing User Content, you grant Grektek a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, fully paid, transferable right and license (with the right to sublicense) to use, host, store, transfer, display, perform, reproduce, modify, create derivative works of, and distribute your User Content, in whole or in part, for any purpose in accordance with the [Privacy Policy](#), in any media formats and through any media channels now known or hereafter developed. We may also create anonymized data and images from your User Content, and such data and images will no longer be considered your User Content. You irrevocably and forever waive any rights you may have regarding your User Content being altered or manipulated in any way. Grektek reserves the right to refuse to accept, post, display, or transmit any of your User Content in its sole discretion.
- C. **Limited License Grant to Other Users.** By posting or sharing User Content with other users of the Everbeat Service, or connecting your account to your healthcare provider, you grant those users and/or healthcare providers a non-exclusive license to access and use that User Content as permitted by these Terms and the Everbeat Service.
- D. **User Content Representations and Warranties.** You are solely responsible for your User Content and the consequences of posting or publishing User Content. By posting or publishing User Content, you affirm, represent, and warrant that:
  - a. you are the creator and owner of the User Content, or have the necessary licenses, rights, consents, and permissions to authorize Grektek and users of the Everbeat Service to use and distribute your User Content as necessary to exercise the licenses granted by you in this section, in the manner contemplated by Grektek, the Everbeat Service, and these Terms; and
  - b. your User Content, and the use of your User Content as contemplated by these Terms, does not and will not: (i) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (iii) cause Grektek to violate any law or regulation.

c. You agree to pay for any and all royalties, fees, or other monies owing any person by reason of User Content you post on or through the Everbeat Service.

E. **User Content Disclaimer.** We are under no obligation to edit or control User Content that you or other users post or publish, and will not be in any way responsible or liable for User Content. Grektek may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in our sole judgment violates these Terms or is otherwise objectionable. You understand that when using the Everbeat Service you will be exposed to User Content from a variety of sources and acknowledge that User Content may be inaccurate, offensive, indecent, or objectionable. To the fullest extent allowed under applicable law, you agree to waive, and do waive, any legal or equitable right or remedy you have or may have against Grektek with respect to User Content. We expressly disclaim any and all liability in connection with User Content, to the fullest extent allowed under applicable law. If notified by a user or content owner that User Content allegedly does not conform to these Terms, we may investigate the allegation and determine in our sole discretion whether to remove the User Content, which we reserve the right to do at any time and without notice.

9. **Prohibited Conduct.** By using the everbeat service you agree not to:

- A. use the Everbeat Service in violation of any local, state, national, or international law;
- B. conduct activities that may be harmful to others or that could damage Grektek's reputation;
- C. violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any of Grektek's or any third-party's intellectual property right, or disclosing personal information about another person;
- D. post, upload, or distribute marketing or advertising links or content, or any User Content or other content that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate;
- E. interfere with the operation of the Everbeat Service or any user's enjoyment of the Everbeat Service, including by: (a) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (b) making any unsolicited offer or advertisement to another user of the Everbeat Service; (c) attempting to collect personal information, including without limitation ECG data or other health information, about another user or third party without their consent; or (d) interfering with or disrupting any network, equipment, or server connected to or used to provide the Everbeat Service, or violating any regulation, policy, or procedure of any such network, equipment, or server;
- F. perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, accessing any other Everbeat Service or account without permission, or falsifying your account registration information;

G. modify, translate, or create derivative works, adaptations or compilations of, or based on, the Everbeat Service or part thereof, or use, copy or reproduce the Everbeat Service or any part thereof other than as expressly permitted in these Terms.

10. **Termination of Use.** You may terminate your account at any time by contacting us at [help@grektek.com](mailto:help@grektek.com). If you violate any provision of these Terms, your permission from us to use the Everbeat Service will terminate automatically. In addition, Grektek may in its sole discretion terminate your user account on the Everbeat Service or suspend or terminate your access to the Everbeat Service at any time if you violate any provision of these Terms, if we no longer provide any part of the Everbeat Services or for any other reason, with or without notice. We also reserve the right to modify or discontinue the Everbeat Service at any time (including by limiting or discontinuing certain features of the Everbeat Service), temporarily or permanently, without notice to you. To the fullest extent permitted under applicable law, we will have no liability on account of any change to the Everbeat Service or any suspension or termination of your access to or use of the Everbeat Service, provided that if Grektek ceases to operate the Everbeat Service and terminates your access to the Everbeat Service accordingly, then you will be entitled to a pro-rated refund of any prepaid fees that you have paid to Grektek for use of the Everbeat Service. Upon the termination of your account or this agreement for any reason, Grektek may at its option delete any data associated with your account.
11. **Privacy Policy** Please read the [Privacy Policy](#) (“Privacy Policy”) carefully for information relating to our collection, use, storage and disclosure of your personal information. The Privacy Policy is incorporated by this reference into, and made a part of, these Terms. You consent to the collection, hosting, use, disclosure and other processing or handling of your personal information (including sharing data with third party providers) as described in the Privacy Policy.
12. **Modifications to these Terms.** We reserve the right, at our discretion, to change these Terms on a going-forward basis at any time. If a change to these Terms materially modifies your rights or obligations, we will notify you of the modified Terms by email to the address you provided in your registration information. Any material modifications will be effective upon your acceptance of such modified. Immaterial modifications are effective upon publication. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose. Your sole and exclusive remedy if you do not agree with any modification to these Terms is to cancel your account. You may not amend or modify these Terms under any circumstances.
13. **Ownership; Proprietary Rights.** The Everbeat Service is owned and operated by Grektek. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Everbeat Service (“**everbeat Content**”) provided by Grektek are protected by intellectual property and other laws. All everbeat Content included in the Everbeat Service are the property of Grektek or our third-party licensors. Except as expressly authorized by Grektek, you may not make use of the everbeat Content. Grektek reserves all rights to the everbeat Content not granted expressly in these Terms.

14. **Subcontractors.** You hereby consent to Grektek's engagement of third parties (including Grektek's affiliates) to perform, or support the performance of, all or any portion of the Everbeat Service, the RPM Services, or the Grektek website.
15. **Indemnity.** To the fullest extent permitted under applicable law, you are responsible for your use of the Everbeat Service, and you will indemnify, hold harmless, and, if so directed by Grektek, defend Grektek and its officers, directors, employees, consultants, affiliates, subsidiaries and agents from and against every claim, liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or in any way connected with: (a) your access to, use of, or alleged use of, the Everbeat Service; (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (c) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; (d) any dispute or issue between you and any third party; and (e) all claims arising from or alleging fraud, intentional misconduct, criminal acts, or gross negligence committed by you.

To the fullest extent permitted under applicable law, 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.

In no event will Grektek be liable to you for any direct, indirect, incidental, special, consequential or punitive damages (including damages for loss of profits, goodwill, or any other intangible loss) arising out of or relating to your access to or use of, or your inability to access or use, the everbeat service or any content on the everbeat service, whether based on warranty, contract, tort (including negligence), statute, or any other legal theory, and whether or not Grektek has been informed of the possibility of damage. For the avoidance of doubt, the excluded damages also include without limitation, loss of savings or revenue; loss of profit; loss of use; loss of life or health, the claims of third parties; and any cost of any substitute equipment or services.

If Grektek cannot lawfully disclaim liability for any of the foregoing damages, then the aggregate liability of Grektek to you for all claims arising out of or relating to the use of or any inability to use any portion of the everbeat service is limited to the greater of the amounts you have paid to use the everbeat service or \$100, to the fullest extent permitted under applicable law.

Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, in which case such limitations shall apply to you to the extent permitted in such jurisdiction. Furthermore, nothing in these terms limits or excludes any liability that cannot be limited or excluded by law, such as liability for intentional violation of these terms. Nothing in these terms affects your legal rights as a consumer.

Each provision of these terms that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended to and does allocate the risks between the parties under these terms. This allocation is an essential element of the basis of the bargain between the parties. Each of these provisions is severable and independent of all other provisions of these terms.

## 16. Disclaimers; No Warranties

The everbeat service and all content available through the everbeat service are provided “**as is**” and on an “**as available**” basis, without warranty or condition of any kind, either express or implied. Grektek disclaims all warranties of any kind, whether express or implied, relating to the everbeat service, all materials and content available through the everbeat service, and any software or hardware associated or used with the everbeat service, or the availability of any of the foregoing, including: (a) any implied warranty of merchantability, fitness for a particular purpose, title, quiet enjoyment, or non-infringement; (b) any warranty arising out of course of dealing, usage, or trade; and (c) any warranty as to whether the ECG data or other information available on or transmitted by the everbeat service is true, complete or accurate. You specifically acknowledge and agree that Grektek is not responsible for any healthcare or related decisions made by you or your healthcare professional based upon data collected, transmitted or displayed by or on the everbeat service, whether such data is accurate or inaccurate. Grektek does not warrant that the everbeat service or any portion of the everbeat service, or any content offered through the everbeat service, will be uninterrupted, secure, or free of errors, viruses, or other harmful components, and do not warrant that any of those issues will be corrected.

No advice or information, whether oral or written, obtained by you from the everbeat service or any content available through the everbeat service will create any warranty regarding the everbeat service that is not expressly stated in these terms. You assume all risk for any damage that may result from your use of or access to the everbeat service, your dealing with any other everbeat service user, and any content available through the everbeat service. You understand and agree that you use the everbeat service, and use, access, download, or otherwise obtain content through the everbeat service and any associated sites or services, at your own discretion and risk, and that you are solely responsible for any damage to your property (including your mobile device used in connection with the everbeat service), or the loss of data that results from the use of the everbeat service or the download or use of that content.

The above paragraphs apply to the fullest extent permitted under applicable law. Some jurisdictions may prohibit a disclaimer of warranties, in particular a disclaimer of warranties provided or implied by law, and you may have other rights that vary from jurisdiction to jurisdiction.

17. **Force Majeure.** Grektek will be excused from performance under these Terms for any period that it is prevented from or delayed in performing any obligations pursuant to these Terms, in whole or in part, as a result of a Force Majeure Event. To the fullest extent permitted under applicable law, for purposes of this section, “Force Majeure Event” means an event or series of events caused by or resulting from any of the following: (1) weather conditions or other elements of nature or acts of God; (2) acts of war, acts of terrorism, insurrection, riots, civil disorders or rebellion; (3) quarantines or embargoes, (4) labor strikes; (5) telecommunications, network, computer, server or Internet downtime; (6) unauthorized access to Grektek’s information technology systems by third parties; or (7) other causes beyond the reasonable control of Grektek.



18. **Governing Law and Competent Courts.** To the fullest extent permitted pursuant to applicable law, these Terms are governed by the laws of the State of Delaware without regard to conflict of law principles. If a lawsuit or court proceeding is permitted under these Terms, then you and Grektek agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within Montgomery County, Maryland for the purpose of litigating any dispute. We operate the Everbeat Service from the USA, and we make no representation that everbeat Content included in the Everbeat Service are appropriate or available for use in other locations.
19. **General.** These Terms, together with the [Privacy Policy](#) and any other agreements expressly incorporated by reference into these [Terms](#), are the entire and exclusive understanding and agreement between you and Grektek regarding your use of the Everbeat Service. Except as expressly permitted above, these Terms may be amended only by a written agreement signed by authorized representatives of all parties to these Terms. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent, which may be granted or withheld at Grektek's sole discretion. Any attempted assignment by you without such consent shall be null and void. We may assign these Terms at any time without notice or consent, to the fullest extent permitted under applicable law. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect. Upon termination of these Terms, all sections of this Agreement except for Sections 1 through 4 and the [Privacy Policy](#) will survive.

## 20. **Dispute Resolution and Arbitration**

Please read this section carefully because it requires you to arbitrate certain disputes and claims with us and limits the manner in which you may seek relief from us.

- A. To the fullest extent permitted under applicable law and in the interest of resolving disputes between you and Grektek in the most expedient and cost effective manner, you and Grektek agree that every dispute arising in connection with these Terms will be resolved by binding arbitration, unless you are a consumer located in a jurisdiction that prohibits the exclusive use of arbitration for dispute resolution.

Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, and regardless of whether a claim arises during or after the termination of these Terms. You understand and agree that, by entering into these terms, you and Grektek are each waiving the right to a trial by jury or to participate in a class action, to the fullest extent permitted under applicable law.

- B. **Opt-Out:** You can opt out of this Section 20 agreement to arbitrate by contacting [help@Grektek.com](mailto:help@Grektek.com) within 30 days of first accepting these Terms and stating that you (include your first and last name, and email address used to register for the Everbeat Service) decline this arbitration agreement.
- C. **Exceptions.** Despite the provisions of Section 20A, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law; or (d) to file suit in a court of law to address an intellectual property infringement claim.
- D. **Arbitrator.** To the fullest extent permitted under applicable law, any arbitration between you and Grektek will be settled under the Federal Arbitration Act, and governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, “**AAA Rules**”) of the American Arbitration Association (“**AAA**”).
- E. **Notice; Process.** A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if such other party has not provided a current physical address, then by electronic mail (“**Notice**”). Grektek’s address for Notice is: Grektek LLC, 943 Willowleaf Way, Potomac MD 20854 USA. The Notice must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“**Demand**”). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice is received, you or Grektek may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Grektek must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any.
- F. **No Class Actions.** To the fullest extent permitted under applicable law, you and Grektek agree that each 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 proceeding. Further, unless both you and Grektek agree otherwise, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding, to the fullest extent permissible pursuant to applicable law.
- G. **Claims.** To the fullest extent permitted under applicable law, no action arising out of, in connection with, or relating to these Terms shall be brought by you more than one (1) year after the accrual of the cause of action. This period shall not be extended for any reason, except by the written consent of both parties. All statutes or provisions of law which would toll or otherwise affect the running of the period of limitation are hereby waived, and no such statute or provision of law shall operate to extend the period limited in this paragraph, to the fullest extent permitted under applicable law.

- 21. Notices; Consent to Electronic Communications.** By using the Everbeat Service, you consent to receiving certain electronic communications from us as further described in the Privacy Policy. Please read the [Privacy Policy](#) to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing. All notices from Grektek intended for receipt by You shall be deemed delivered and effective when sent to the email address provided by You during the registration process or when posted to and made available to you on the Everbeat Service. By providing your mobile number to us, you consent to receive text messages at that number as requested for account verification, message notifications, and other purposes related to the Everbeat Service. While we do not charge a fee for text messages, your carrier may charge standard messaging, data, and other fees. You are responsible for those charges. We may send and receive text messages through cellular telephone operators or other networks, and the level of reliability may vary. We are not responsible for the timeliness or final delivery of the message, as this is outside our control and is the responsibility of the cellular telephone operator or other networks.
- 22. Contact Information.** The Everbeat Service is offered by Grektek, LLC. You may contact us by emailing us at [help@grektek.com](mailto:help@grektek.com).