

NuStep, LLC Transitt™ Real Time Bio Feedback System End User License Agreement (United States)

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You must be at least 18 years old, or the age of legal majority in Your jurisdiction of residence, to register with and use the Software. Minors that can safely fit the dimensions of the Transitt may do so, provided that (a) their parent/guardian has accepted this Agreement on their behalf; and (b) their parent/guardian is on site at all times during use of the Transitt. By accepting this Agreement on behalf of a minor, You agree that You are responsible for the minor's use of the Transitt in full compliance with the terms of this Agreement.

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- Alter, modify, translate, decompile, reverse assemble or reverse engineer the Software, or attempt to do any of the foregoing, except to the extent this prohibition is not permitted under an applicable law; or
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If, at any time, You wish to stop using the Software and close Your account, You can do so either directly in the Software, or contact NuStep for assistance. Please note that when Your user account is closed, all Your information will be deleted and cannot be recovered after deletion.

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You may also use a Transitt without a user account, by using it in “guest mode.” In this case, the Transitt is not linked to any of our services, and none of the data from the particular session will be stored, either on the Transitt or on any tablet or device tracking data through the Software. Please note that in guest mode, not all features of the Transitt may be available.

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You understand and agree that NuStep may disclose information if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to comply with legal process, enforce the terms of this Agreement, or protect the rights, property, or safety of NuStep, its users, or the public.

7. Biometric Data: This section defines NuStep’s policies and practices with respect to Biometric Data, as defined below, and is implemented under applicable laws, including, but not limited to, the Illinois Biometric Information Privacy Act, 740 ILCS § 14/1, *et seq.* and as may be amended (“BIPA”).

Biometric Data Defined. As used in this section, “Biometric Data” includes “biometric identifiers” and “biometric information” as defined in BIPA, 740 ILCS § 14/10, or other applicable laws. A fingerprint is an example of a biometric identifier.

Purpose for Collection of Biometric Data. NuStep will collect Your Biometric Data for the following purpose(s):

- NuStep and/or its vendors collect, store, and use Your Biometric Data to identify You and verify Your identity while using a Transitt.
- NuStep and/or its vendors will not sell, lease, trade, or otherwise profit from Your Biometric Data.

Disclosure. NuStep will not disclose, disseminate, or otherwise share Your Biometric Data to or with anyone other than its vendors, who provide NuStep with products and services using Biometric Data, without/unless:

- First obtaining Your written consent to such disclosure or dissemination;
- The disclosure of Biometric Data is necessary to complete a financial transaction requested or authorized by You;
- Disclosure is required by state or federal law or municipal ordinance; or
- Disclosure is required pursuant to a valid warrant or subpoena issued by a court of competent jurisdiction.

Security and Storage of Biometric Data. NuStep shall use a reasonable standard of care to store, transmit, and protect from disclosure any Biometric Data collected. Such storage, transmission, and protection from disclosure shall be performed in a manner that is the same as or more protective than the manner in which NuStep stores, transmits, and protects from disclosure other confidential and sensitive information.

Biometric Data Retention Schedule. NuStep shall retain Biometric Data only until, and shall request that its vendors destroy such data when, the first of the following occurs:

- the initial purpose for collecting or obtaining such Biometric Data has been satisfied;
- within three (3) years of Your last interaction with NuStep; or
- as otherwise may be required according to applicable law.

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8. User Interactions, Dealings with Third Parties: When interacting with other Transitt users, You should exercise caution and common sense to protect Your personal safety and property, just as You would when interacting with other people You don't know. Your participation, correspondence or personal or business dealings with any third party found on or through the Software, and any other terms, conditions, representations or warranties associated with such dealings, are solely between You and such third party. You agree that NuStep is not responsible or liable for any loss, damage, injury, or other matters of any sort incurred as the result of such dealings. In addition, when visiting or receiving services at any facility at which you use a Transitt, please be advised that NuStep is not responsible for any lost or stolen items and that visitors, guests and members are required to adhere to then-current policies in place at that location and the directions of that facility's employees and representatives.

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If applicable, You further affirm that (a) You are not pregnant, breastfeeding or lactating; unless (b) Your physician or general practitioner has been specifically consulted and approved Your use of the Software.

Without limiting any other provision of this Agreement, NuStep reserves the right to suspend or terminate Your use of the Software if NuStep determines that the representations set forth above are untrue in any respect.

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Exhibit A

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