

TERMS OF SERVICE AGREEMENT

(Last modified: January 28, 2025)

1. Introduction

Welcome to Microgram, a mobile application owned and operated by Lurra, LLC (“Microgram,” “we,” “our,” or “us”). This Terms of Service Agreement (the “Agreement”) explains the terms and conditions (“Terms and Conditions”) by which you may access and use Microgram’s website, mobile application(s), and any other tools, features, functionalities, or services (collectively, the “Service”).

For purposes of this Agreement, “user”, “you”, and “your” means you as the user of the Service. If you use the Service on behalf of a company or other entity then “you” includes you and that entity, and you represent and warrant that (a) you are an authorized representative of the entity with the authority to bind the entity to this Agreement, and (b) you agree to this Agreement on the entity’s behalf.

YOU SHOULD READ THIS TERMS OF SERVICE AGREEMENT CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION AND AFFECT YOUR LEGAL RIGHTS. AS OUTLINED IN SECTION 9 BELOW, THEY INCLUDE A MANDATORY ARBITRATION AGREEMENT.

2. Acceptance of Terms and Conditions

BY ACCESSING OR USING THE SERVICE, YOU SIGNIFY THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO FOLLOW AND BE BOUND BY THESE TERMS AND CONDITIONS, INCLUDING THE POLICIES REFERENCED HEREIN, SUCH AS THE PRIVACY POLICY AND THE MOBILE APPLICATION PRIVACY POLICY. IF YOU DO NOT AGREE TO THIS AGREEMENT AND OTHER POLICIES MENTIONED HEREIN IN THEIR ENTIRETY, YOU ARE NOT AUTHORIZED TO ACCESS OR USE THE SERVICE.

BY ACCESSING OR USING THE SERVICE, YOU REPRESENT AND WARRANT THAT: (A) YOU HAVE FULL LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT; (B) YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; AND (C) YOU AGREE TO THIS AGREEMENT.

You may not access or use the Service and you may not accept this Agreement if you are not legally authorized to accept and be bound by its Terms and Conditions or are not at least 18 years of age and, in any event, of a legal capacity to form a binding contract with Microgram.

3. Beta Program Notice

Your participation in the Beta Program, which remains at the discretion of Microgram, is personal to you and is not transferable by you to any other person or entity. You are only entitled to access and use the Service for lawful purposes.

You understand and acknowledge that the Service, its features, and the data transmitted through the Service are all being provided as a limited beta program to test out early features of the Service, and underlying code base (“Beta Program”) and are made available on an “AS IS” and “AS AVAILABLE” basis for the purpose of testing the Service and providing Microgram with feedback its quality and usability.

As part of the Beta Program, from time to time, Microgram may include new and/or updated pre-release features and trial Services for your use and which permit you to provide feedback. You understand Microgram is not obligated to provide you with any Beta Program features. Furthermore, if you decide to use the Beta Program features, you agree to abide by any rules or restrictions Microgram may place on them.

We may discontinue or change any service or feature of this Beta Program at any time without notice. You understand that once you access or use the Beta Program features, you may be unable to revert to the earlier version of the same or similar feature. Additionally, if such reversion is possible, you may not be able to return or restore data created within the Beta Program feature back to the earlier version. The Beta Program features may contain errors or inaccuracies that could cause failures, disruption, downtime, corruption, errors or inaccuracies, failures in transactions conducted with third parties or on third-party services, or loss of data and/or information from any connected device. You acknowledge and agree that all use of the Beta Program features is at your sole risk.

In addition, by submitting ideas, content, suggestions, documents, and/or proposals (“Contributions”) to Microgram, e.g., through the Beta Program, our contact or feedback webpages, e-mails, social media, or by any other means, you acknowledge and agree that: (a) your Contributions do not contain confidential or proprietary information; (b) Microgram is not under any obligation of confidentiality, expressed or implied, with respect to the Contributions; (c) Microgram shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide; (d) Microgram may have something similar to the Contributions already under consideration or in development; (e) your Contributions automatically become the property of Microgram, without any obligation of Microgram to you; and (f) you are not entitled to any compensation or reimbursement of any kind from Microgram under any circumstances.

4. Access and/or Use of the Service

Your access or use of the Service may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Service or other actions that Microgram, in its sole discretion, may elect to take. In no event will Microgram be liable to any party for any loss, cost, or damage that results from any scheduled or unscheduled downtime or for discontinuation of the Service (including discontinuation of mobile application(s) or deletion of any stored content).

Microgram strongly encourages you to back-up all data and information prior to using the Service and to independently verify messages received through the Service, particularly before sharing potentially sensitive personal information. YOU ASSUME ALL RISKS AND ALL COSTS ASSOCIATED WITH YOUR ACCESS OR USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY INTERNET ACCESS FEES, BACK-UP EXPENSES, COSTS INCURRED FOR THE USE OF YOUR DEVICE, AND ANY DAMAGE TO ANY EQUIPMENT, SOFTWARE, INFORMATION OR DATA, OR FINANCIAL DAMAGE OR LOSS. In addition, Microgram is not obligated to provide any maintenance, technical, or other support for the Service.

Your sole and exclusive remedy for any failure or non-performance of the Service, including any associated software or other materials supplied in connection with the Service, shall be for Microgram to use commercially reasonable efforts to effectuate an adjustment or repair of the applicable service.

5. User Conduct

You agree that you will not violate any law, contract, intellectual property, or other third-party right, and that you are solely responsible for your conduct and content, while accessing or using the Service. You also agree that you will not:

- (a) upload, post, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy (including, but not limited to, any address, email, phone number, or any other contact information without the written consent of the owner of such information), hateful, discriminatory, or racially, ethnically or otherwise objectionable;
- (b) harm minors in any way;
- (c) impersonate any person or entity, including, but not limited to, a Microgram or third-party provider manager, employee, agent, or representative or engages in phishing or fraud;
- (d) falsely state or otherwise misrepresent your affiliation with any person or entity;
- (e) forge headers or otherwise manipulate identifiers in order to disguise the origin of any material;
- (f) upload, post, or otherwise transmit any material that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- (g) upload, post or otherwise transmit any material that infringes any patent, trademark, trade secret, copyright, rights of privacy or publicity, or other proprietary rights of any party;
- (h) use any trademarks, copyrights, or other intellectual property of Microgram or of a third party for any purpose without the prior express written consent of the respective owners;
- (i) upload, post, or transmit unsolicited commercial email or "SPAM," including, but not limited to, unethical marketing, advertising, or any other practice that is in any way connected with SPAM, such as: (1) sending mass email to recipients who have not requested email from you or with a fake return address; or (2) promoting a site, security, or other product or service with inappropriate links, titles, or descriptions;

- (j) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- (k) intentionally or unintentionally violate any applicable local, state, national or international law, and any regulations having the force of law;
- (l) “stalk” or otherwise harass another user;
- (m) promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty;
- (n) promote, offer for sale, or sell any item, good, or service that (i) violates any applicable federal, state, or local law or regulation, (ii) you do not have full power and authority under all relevant laws and regulations to offer and sell, including all necessary licenses and authorizations, or (iii) Microgram determines, in its sole discretion, is inappropriate for sale;
- (o) use the Service as a forwarding service to another website; or
- (p) otherwise access or use the Service in any unlawful manner, for any unlawful purpose or in violation of these Terms and Conditions.

You also represent and warrant that you will comply with all applicable laws (e.g., local, state, federal and other laws) when using the Service. Without limiting the foregoing, by accessing or using the Service, you represent and warrant that: (a) you are not located in, ordinarily resident in, or organized under the laws of any jurisdiction that is subject to a comprehensive U.S. Government embargo (“Embargoed Jurisdiction”); (b) you are not subject to any sanctions administered by an agency of the U.S. Government, any other government, or the United Nations (collectively, “Sanctions”); (c) you are not owned or controlled, directly or indirectly, by any person that is subject to Sanctions, or that is located in, ordinarily resident in, or organized under the laws of, any Embargoed Jurisdiction; (d) none of your officers, managers, directors, shareholders or authorized representatives is subject to Sanctions, or is located in, ordinarily resident in, or organized under the laws of, any Embargoed Jurisdiction, or is owned or controlled, directly or indirectly, by any person that is subject to Sanctions or that is located in, ordinarily resident in, or organized under the laws of, any Embargoed Jurisdiction. You further covenant that the foregoing shall be true during the entire period of this agreement. If you access or use the Service outside the United States, you are solely responsible for ensuring that your access or use of the Service in such country, territory or jurisdiction does not violate any applicable laws.

Microgram may be required to provide certain of your data in particular circumstances, such as at the request of any government authority, as any applicable law or regulation dictates, or to investigate a potential violation of these Terms and Conditions. In such cases, Microgram, in its sole discretion, may disable your Account and block your ability to access the Service until such additional information and documents are processed by Microgram. If you do not provide complete and accurate information in response to such a request, Microgram may refuse to restore your access to the Service.

6. Electronic Communications

By using the Service or “Third-Party Content” (as defined below), you consent to any form of recording and retention of any communication, information, and data exchanged between you and Microgram or its representatives or agents, or transmitted by Microgram and its Service. Some communications made at or through the Service may be subject to analysis or discovery.

The communications between you and Microgram use electronic means, whether you access or use the website, mobile application(s), or send us e-mails, or whether Microgram posts notices on the website or communicates with you via e-mail or through Microgram's mobile application(s). For contractual purposes, you (a) consent to receive communications from Microgram in an electronic form; and (b) agree that all Terms and Conditions, agreements, notices, disclosures, and other communications that Microgram provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in a hardcopy writing. The foregoing does not affect your non-waivable rights.

Microgram may from time to time cause you to receive automatic alerts or notifications. Automatic alerts or notifications may be sent to you following certain changes to your account or information, such as a change in your registration information. Automatic alerts or notifications may also be sent to you as a feature of the Service. Microgram may add new alerts or notifications from time to time, or cease to provide certain alerts/notifications at any time upon its sole discretion. Microgram shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert or notification; for any errors in the content of an alert or notification; or for any actions taken or not taken by you or any third party in reliance on an alert or notification.

Electronic alerts and notifications may be sent to a user's e-mail address, mobile application(s), or mobile number provided by you to Microgram. If your e-mail address or your mobile number changes, you are responsible for informing us of that change. Alerts and notifications may also be sent to a mobile device that accepts text messages. Changes to your e-mail address and mobile number will apply to all of your alerts.

7. Third-Party Content and Assumption of Risk

The Service may transmit, include, store, or make available certain original and third-party content (collectively the "Third-Party Content"). Third-Party Content includes, without limitation: (1) nutritional data and metrics; (2) ingredients list and related data; (3) personalized nutritional information and analytic, such as daily recommendations for calories, macronutrients, vitamins, and minerals; (4) AI-driven or machine learning outputs used to generate, supplement, or analyze user data (e.g., photos, voice recordings) for informational or educational purposes; (5) any other information, data, content, services, software, or products created by a third-party; and (6) third-party names, logos, product and service names, trade names, trademarks and services marks.

Microgram does not review, approve, monitor, endorse, prepare, edit, warrant, inspect, verify, or make any representations with respect to Third-Party Content, and does not purport to take responsibility for or guarantee the substance, correctness, timeliness, completeness, usefulness, or delivery of Third-Party Content. Microgram is not responsible or liable for any content, advertising, products, or other materials on or available from third-party sites.

You will not hold Microgram liable in any way for (a) any inaccuracy of, error or delay in, or omission of the Third-Party Content (including original or mixed content); or (b) any loss or damage arising from or occasioned by: (i) any error or delay in the transmission of such Third-Party Content; (ii) interruption in any such Third-Party Content due either to any negligent act or omission by any party to any "force majeure" (e.g., flood, extraordinary weather conditions,

earthquake, epidemic, pandemic, public health crisis, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failure, equipment or software malfunction), or (iii) to any other cause beyond the reasonable control of Microgram, or iv) non-performance.

8. Disclaimers and Limitations of Liability

The Third-Party Content and Service are provided on an “AS IS” and “AS AVAILABLE” basis. To the fullest extent permitted under applicable law, Microgram expressly disclaims all warranties of any kind with respect to Third-Party Content and Service, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Microgram does not guarantee the accuracy, timeliness, completeness or usefulness of any Third-Party Content (including original and mixed content). You agree to use Third-Party Content and the Service only at your own risk. Specifically, you agree that Microgram is not responsible for how you choose to use its Service or Third-Party Content.

MICROGRAM WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, INCOME, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF MICROGRAM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (1) THE USE OF OR THE INABILITY TO USE THIRD-PARTY CONTENT OR THE SERVICE; (2) 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 SERVICE; (3) ACCESS TO OR ALTERATION OF YOUR ACCOUNT, DATA, TRANSMISSIONS, OR DATA DUE TO YOUR CONDUCT, INACTION OR NEGLIGENCE; OR (4) ANY OTHER MATTER RELATING TO THIRD-PARTY CONTENT OR THE SERVICE.

PROFESSIONAL DISCLAIMER: The Service cannot and does not contain medical/health advice. Any nutritional or health-related information is provided for general informational and educational purposes only and is not a substitute for relevant professional or medical advice. Accordingly, before taking any actions based upon such information, we encourage you to consult with the appropriate professionals. THE USE OR RELIANCE OF ANY INFORMATION CONTAINED ON THE SERVICE, SITE OR OUR MOBILE APPLICATION IS SOLELY AT YOUR OWN RISK.

9. Arbitration

Please read this section (“Arbitration Clause”) carefully. It is part of your agreement with Microgram and affects your rights.

THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Clause. Arbitration procedures are typically more limited, more efficient, and less costly than rules

applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and Microgram in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND Microgram WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION CLAUSE MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

The Federal Arbitration Act governs the interpretation and enforcement of this provision; the arbitrator shall apply Delaware law to all other matters. All issues are for the arbitrator to decide, including issues related to scope and enforceability of this arbitration provision. Notwithstanding anything to the contrary, any party to the arbitration may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction.

Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (“Notice”) describing the nature and basis of the claim or dispute, and the requested relief. A Notice to the Company should be sent to: Microgram, team@microgramapp.com. After the Notice is received, you and Microgram may attempt to resolve the claim or dispute informally. If you and Microgram do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding.

Arbitration will be conducted by the American Arbitration Association (AAA) before a single AAA arbitrator under the AAA’s rules, which are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees and costs will be governed by the AAA's rules. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location. The decision of the arbitrator shall be final and not appealable, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. This Arbitration Clause shall survive expiration, termination, or rescission of this Agreement.

10. Indemnification

You will indemnify and hold harmless Microgram and its officers, directors, agents, partners, employees, licensors, distributors, representatives, and affiliates from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs, and expenses, including reasonable attorneys’ fees, arising from or relating to your access and/or use of or interaction with the Third-Party Content, or any act, error, or omission of your use of your account or any user of your account, in connection therewith, including, but not limited to, matters relating to incorrect, incomplete, or misleading information; libel; invasion of privacy; infringement of a copyright, trade name, trademark, service mark, or other intellectual property; any defective product or any injury or damage to person or property caused by any products sold or otherwise distributed through or in connection with the Service; or violation of any applicable law.

11. Service Fees

Microgram does not provide any functional features for free beyond allowing you to view certain pages within the app. To perform any actions (such as logging foods), you must purchase a subscription (monthly or yearly) through the Apple App Store. Microgram may offer a three-day trial period, during which you can use the app at no charge. If you do not cancel before the trial ends, you will be charged for the selected subscription plan. All subscription fees, terms, and cancellation policies are managed through the Apple App Store. Microgram reserves the right to modify fees, introduce additional paid features, or otherwise update these Terms without notice. As the Beta Program evolves, Microgram may add or amend Terms and Conditions related to payments, cancellations, trial periods, referral programs, or other promotions.

12. Termination

You agree that, without notice, Microgram may terminate these Terms and Conditions, or suspend your access to the Service or the Third-Party Content, with or without cause at any time and effective immediately. These Terms and Conditions will terminate immediately without notice from Microgram if you, in Microgram's sole determination, fail to comply with any provision of these Terms and Conditions. Microgram shall not be liable to you or any third party for the termination or suspension of the Service or the Content, or any claims related to such termination or suspension. Microgram may discontinue or modify the Third-Party Content, or any portion thereof, at any time. You release and agree to indemnify and hold harmless Microgram for any loss or damages arising from or relating to such discontinuation or modification.

13. Applicable Law and Venue

You agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law. To the extent allowable, beyond the arbitration clause below, any legal action or proceeding arising under this Agreement will be brought exclusively in courts located in Wilmington, Delaware, and you irrevocably consent to the personal jurisdiction and venue therein.

14. Severability

If any provision of this Agreement is deemed unlawful, void or for any reason unenforceable, then that provision will be deemed severable from every other provision of the Agreement, and will not affect the validity and enforceability of the remaining provisions.

15. Revisions to these Terms and Conditions

Microgram may at any time revise these Terms and Conditions by updating this Agreement. You agree to be bound by subsequent revisions and agree to review these Terms and Conditions periodically for changes. The most updated version of this document will be available for your review under the "Terms of Service" link that appears on Microgram's website.

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