

Terms of Service

Effective: November 21, 2024

These terms of Service (the “Terms”) apply to your use of the UpHealth: AI Health Assistant (“App” and “Service”) owned by STARMAP NETWORK TECHNOLOGY CO., LIMITED (“we”, “us” and “our”). BY USING THE APP, YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE, DO NOT USE THE APP.

1. ACCESS TO THE APP

As long as you comply with these Terms, we will grant you a personal, non-exclusive, non-transferable, limited right to enter and use the App and our Service. We reserve the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the App, or any portion of the App, for any reason; (2) to modify or change the App, or any portion of the App; and (3) to interrupt the operation of the App, or any portion of the App, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

2. CHILDREN

The App is designed for a general audience and are not directed to children under the age of 13. We do not knowingly aim to users of children who is under the age of 13. If we become aware that we have any user who is a child under the age of 13, we will promptly suspend their access to the App. If you believe that a child under the age of 13 may have used this App, please contact us as specified in the HOW TO CONTACT US section of these Terms.

3. GENERAL USE PROVISIONS

The following is a non-exclusive list of activities that are expressly prohibited by us:

- Interfering or attempting to interfere with the functionality or use of the App by others.
- Probing, assessing or testing the vulnerability of the App or attempting to breach its security or authentication measures.
- Using any “deep-link”, “page-scrape”, “robot”, “spider” or other automatic device, bot, program, algorithm or methodology, or any similar or equivalent process, to access, acquire, copy or monitor any portion of the

App.

- Using the App for any unlawful purposes or soliciting illegal or infringing activities.
- Gaining or attempting to gain unauthorized access to the App, or to any systems or networks connected to the App's servers.

4. VIOLATIONS OF THESE TERMS

By using this App, you agree that we may at any time and in our sole discretion terminate and block your then-current and/or future access to the App if we determine that you have violated these Terms.

5. THIRD PARTY LINKS

This App may contain links to other sites and pages which are operated by third parties. We have no control over the content of the linked websites or the way in which the operators of those websites provide their service. You should review the terms of use and privacy policy for those third party websites to understand the ways how those third parties provide their service and what's your rights and obligations.

6. DISCLAIMER OF WARRANTIES

ALL SERVICES AND THE APP ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY FOR INFORMATION, DATA, DATA PROCESSING SERVICES, UPTIME, OR UNINTERRUPTED ACCESS; ANY WARRANTY CONCERNING THE AVAILABILITY, ACCURACY, USEFULNESS, OR CONTENT OF INFORMATION; AND ANY WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WE HEREBY DISCLAIM ANY AND ALL WARRANTIES, EITHER EXPRESS OR IMPLIED. WE DO NOT WARRANT THAT THE SERVICES WILL BE TIMELY, SECURE, UNINTERRUPTED, OR ERROR FREE OR THAT DEFECTS WILL BE CORRECTED. WE MAKE NO WARRANTY THAT ANY SERVICES WILL MEET USERS' REQUIREMENTS. WE DO NOT ASSUME ANY RESPONSIBILITY, AND WE WILL NOT BE LIABLE FOR, ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT, YOUR COMPUTER EQUIPMENT OF YOUR ACCESS TO, USE OF, OR BROWSING OF OUR SERVICES OR YOUR DOWNLOADING OF THE APP. IF YOU ARE DISSATISFIED WITH THE SERVICES, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE

SERVICES.

7. MISCELLANEOUS

These Terms do not create any partnership, joint venture, employer-employee, principal-agent, or franchisor-franchisee relationship between you and us.

These Terms and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by the us without restriction. Any assignment attempt made in violation of these Terms shall be void.

Our failure to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by our authorized agent.

8. CLAIMS

YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE APP MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

9. UPDATES TO THESE TERMS

We may update these Terms from time to time. We encourage you to check these Terms occasionally to ensure that you are aware of the most recent version.

10. HOW TO CONTACT US

If you wish to contact us, our contact detail is as follows:

Email: starmap87@outlook.com