

Terms of Service
Last Updated: August 26, 2025

Please read these Terms of Service (the “**Terms**”) and our [Privacy Policy](#) (“**Privacy Policy**”) carefully because they govern your use of the website offered by Prophetic (“**Prophetic**”) located at www.prophetic.com (the “**Site**”) and any services accessible via the Site. To make these Terms easier to read, the Site and any related services are collectively called the “**Services**.”

IMPORTANT NOTICE REGARDING ARBITRATION FOR U.S. CUSTOMERS: WHEN YOU AGREE TO THESE TERMS YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND PROPHETIC THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 17 “DISPUTE RESOLUTION” BELOW FOR DETAILS REGARDING ARBITRATION.

- 1. Agreement to Terms.** By using our Services, you agree to be bound by these Terms. If you don’t agree to be bound by these Terms, do not use the Services.
- 2. Privacy Policy.** Please review our Privacy Policy, which also governs your use of the Services, for information on how we collect, use and share your information.
- 3. Additional Terms.** Prophetic may provide you with warranties, terms of sale, or other documentation (collectively and sometimes individually, “**Product Terms**”) which may apply to your purchase and use of a wearable device manufactured by or on behalf of Prophetic (a “**Product**.”) To the extent that the Product Terms conflict with these Terms, the Product Terms will control.
- 4. Changes to these Terms or the Services.** We may update the Terms from time to time in our sole discretion. If we do, we’ll let you know by posting the updated Terms on the Site and/or may also send other communications. It’s important that you review the Terms whenever we update them and whenever you use the Services. If you continue to use the Services after we have posted updated Terms, it means that you accept and agree to the changes. You agree to only use the Services in accordance with these Terms and to use the Product in accordance with the Product Terms, if applicable. Because our Products and Services are evolving over time, we may, subject to the Product Terms, change or discontinue any part of the Products or Services, at any time and without notice, at our sole discretion.
- 5. Who May Use the Services?** You may use the Product or Services only if you are 18 years or older and capable of forming a binding contract with Prophetic, and not otherwise barred from using the Product or Services under applicable law. You may only use the Services with a Prophetic Product which has been manufactured, distributed, or sold by or on behalf of Prophetic. You may not connect any device to the Services which was not manufactured, distributed, or sold by or on behalf of Prophetic, or any unauthorized application or third-party device. Any violation of this provision may result in immediate termination of your ability to access the Services.
- 6. Feedback.** We appreciate feedback, comments, ideas, proposals and suggestions for improvements to the Services (“**Feedback**”). If you choose to submit Feedback, you agree that we are free to use it without any restriction or compensation to you.
- 7. One-Time Payments.** The Services may allow you to pay an advance deposit fee (“**Deposit Fee**”) and subsequent full payment (“**Full Payment**”) towards the purchase of Products.

(a) General. When you pay a Deposit Fee or make a Full Payment using the Site (each, a “**Transaction**”), you expressly authorize us (or our third-party payment processor) to charge

you for such Transaction. We may ask you to supply additional information relevant to your Transaction, including your credit card number, the expiration date of your credit card and your email and postal addresses for billing and notification (such information, "**Payment Information.**") You represent and warrant that you have the legal right to use all payment method(s) represented by any such Payment Information. When you initiate a Transaction, you authorize us to provide your Payment Information to third parties so we can complete your Transaction and to charge your payment method for the type of Transaction you have selected (plus any applicable taxes and other charges). You may need to provide additional information to verify your identity before completing your Transaction (such information is included within the definition of Payment Information). By initiating a Transaction, you agree to the pricing, payment and billing policies applicable to such fees and charges, as posted or otherwise communicated to you. All payments for Transactions are non-refundable and non-transferable except as expressly provided in these Terms. All fees and applicable taxes, if any, are payable in United States dollars.

(b) Cancelling Transactions.

(i) By You. You may cancel your payment of a Transaction for a full refund within ten (10) calendar days of your initial purchase. AFTER THAT, YOUR PURCHASE IS FINAL AND YOU WILL NOT BE ABLE TO CANCEL THE PURCHASE AND/OR RECEIVE A REFUND OF YOUR DEPOSIT FEE AT ANY TIME.

(ii) By Us. If something unexpected happens while completing a Transaction, we reserve the right to cancel your Transaction for any reason; if we cancel your Transaction in accordance with the foregoing, we'll refund any payment you have already remitted to us for such Transaction. Additionally, if Prophetic does not bring the Product to market, Prophetic will at such time refund your Deposit Fee to the payment method you originally provided.

8. Shipment; Delivery, Risk of Loss. We will arrange for shipment of the Products you ordered to you. All shipping and handling charges will be payable as part of your Full Payment. Title and risk of loss pass to you upon our transfer of the Products to the carrier. Shipping and delivery dates are estimates only and cannot be guaranteed and we are not responsible for any delays in shipments.

9. Returns and Refunds

(a) Please inspect your Products carefully upon arrival to ensure that they are not defective or have not been damaged during shipment. Claims for damaged Products must be made within 72 hours of receiving the product by emailing us at eric@prophetic.com and providing details regarding the damage.

(b) If you are not satisfied with the Products you ordered, you may request a refund. We will accept a return of

the Products for a refund of your full purchase price, less the original shipping and handling costs, provided such return is made within thirty (30) days of delivery with valid proof of purchase and provided such Products are returned in their original condition. To return Products, you must email us at eric@prophetic.com to obtain a return authorization and return label before shipping your Products. No returns of any type will be accepted without the proper return authorization. You are responsible for all shipping charges on returned items and bear the risk of loss during shipment.

(c) Returns should be shipped to the address that Prophetic provides to you.

(d) Refunds will be processed within approximately five (5) business days of our receipt of your Products, provided they are in their original condition upon receipt by us. Your refund will be credited back to the same method of payment used to make the original purchase. WE OFFER NO REFUNDS ON ANY PRODUCTS DESIGNATED ON THE SITE AS NON-RETURNABLE.

10. General Prohibitions and Prophetic's Enforcement Rights. You agree not to do any of the following:

(a) Post, upload, publish, submit or transmit any content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances;

(b) Use, display, mirror or frame the Products or Services or any individual element within the Products or Services, Prophetic's name, any Prophetic trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Prophetic's express written consent;

(c) Access, tamper with, or use non-public areas of the Services, Prophetic's computer systems, or the technical delivery systems of Prophetic's providers;

(d) Attempt to probe, scan or test the vulnerability of any Prophetic system or network or breach any security or authentication measures;

(e) Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Prophetic or any of Prophetic's providers or any other third party (including another user) to protect the Products or Services;

(f) Attempt to access or search the Services or download content from the Services using any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Prophetic or other generally available third-party web browsers;

(g) Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;

(h) Use any meta tags or other hidden text or metadata utilizing a Prophetic trademark, logo URL or product name without Prophetic's express written consent;

(i) Use the Services, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;

(j) Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services to send altered, deceptive or false source-identifying information;

(k) Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Products or Services;

(l) Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;

(m) Collect any personally identifiable information from other users of the Services without their express permission;

(n) Impersonate or misrepresent your affiliation with any person or entity;

(o) Violate any applicable law or regulation; or

- (p) Encourage or enable any other individual to do any of the foregoing.

Prophetic is not obligated to monitor access to or use of the Services or to review or edit any content. However, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider it objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

11. Links to Third Party Websites or Resources. The Services may allow you to access third-party websites or other resources. We provide access only as a convenience and are not responsible for the content, products or services on or available from those resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party resources.

12. Termination. We may suspend, disable, or terminate your access to or use of the Products or Services, including suspending access to or terminating your account or access, at our sole discretion, at any time and without notice to you, if we believe such access or use presents a safety risk, violate these Terms or Product Terms, agreements, laws, regulations, or policies. We will not incur any liability or responsibility if we choose to remove, disable, or delete such access or ability to use any or all portion(s) of the applicable Product or Service. You may cancel your account at any time by sending us an email at eric@prophetic.com. Upon any termination, discontinuation or cancellation of the Services or your account, the following Sections will survive: 6, 7 (only for payments due and owing to Prophetic prior to the termination), 9, 10, 12, 13, 14, 15, 16, 17, and 18.

13. Warranty Disclaimers.

(a) General. NOTWITHSTANDING ANY PRODUCT TERMS, THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any information or content on the Services.

(b) Not Medical Advice. PROPHETIC DOES NOT OFFER ANY MEDICAL TREATMENT, MEDICAL ADVICE, OR PERFORM ANY CLINICAL HEALTH SERVICES. YOU UNDERSTAND THAT ANY INFORMATION OR RESULTS AVAILABLE THROUGH THE PRODUCTS OR SERVICES ARE NOT MEDICAL ADVICE OR DIAGNOSIS. THE CLAIMS MADE ABOUT SPECIFIC PRODUCTS AND SERVICES HAVE NOT BEEN EVALUATED BY THE FOOD AND DRUG ADMINISTRATION. ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTHCARE PROFESSIONAL IF YOU HAVE QUESTIONS ABOUT A MEDICAL CONDITION. NEVER DISREGARD PROFESSIONAL MEDICAL

ADVICE OR DELAY SEEKING IT BECAUSE OF INFORMATION YOU HAVE OBTAINED THROUGH THE PRODUCTS OR SERVICES.

14. Indemnity. You will indemnify and hold Prophetic and its officers, directors, employees and agents, harmless from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (a) your access to or use of the Products or Services or (b) your violation of these Terms.

15. Limitation of Liability.

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PROPHETIC NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PRODUCTS OR SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS OR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT PROPHETIC OR ITS SERVICE PROVIDERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

(b) TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL PROPHETIC'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE AMOUNTS YOU HAVE PAID OR ARE PAYABLE BY YOU TO PROPHETIC FOR USE OF THE SERVICES, OR ONE HUNDRED DOLLARS (\$100), IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO PROPHETIC, AS APPLICABLE.

(c) THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN PROPHETIC AND YOU.

16. Governing Law and Forum Choice. These Terms and any action related thereto will be governed by the Federal Arbitration Act, federal arbitration law, and the laws of the State of New York, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section 17 "Dispute Resolution," the exclusive jurisdiction for all Disputes (defined below) that you and Prophetic are not required to arbitrate will be the state and federal courts located in the Southern District of New York, and you and Prophetic each waive any objection to jurisdiction and venue in such courts.

17. Dispute Resolution.

(a) Mandatory Arbitration of Disputes. You and Prophetic each agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Products or Services (collectively, “Disputes”) will be resolved **solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding**. You and Prophetic agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms, and that you and Prophetic are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.

(b) Exceptions. As limited exceptions to Section 17(a) above: (i) we both may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

(c) Conducting Arbitration and Arbitration Rules. The arbitration will be conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by these Terms. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org.

Any arbitration hearings will take place in the county (or parish) where you live, unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

(d) Arbitration Costs. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules, and we won’t seek to recover the administration and arbitrator fees we are responsible for paying, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration we’ll pay all of our attorneys’ fees and costs and won’t seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys’ fees and expenses to the extent provided under applicable law.

(e) Injunctive and Declaratory Relief. Except as provided in Section 17(b) above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either

party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

(f) Class Action Waiver. **YOU AND PROPHETIC 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, if the parties' Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

(g) Severability. With the exception of any of the provisions in Section 17(f) of these Terms ("**Class Action Waiver**"), if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.

18. General Terms.

(a) Reservation of Rights. Subject to any Product Terms and applicable laws, Prophetic and its licensors exclusively own all right, title and interest in and to the Services, including all associated intellectual property rights. You acknowledge that the Services are protected by patent, copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Products or Services.

(b) Entire Agreement. These Terms constitute the entire and exclusive understanding and agreement between Prophetic and you regarding the Services. Notwithstanding the foregoing, we may provide you with additional warranties, terms of sale, or other documentation with your purchase of a Product, and such documents shall apply to

your use of the Products. If any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. Except where provided by applicable law in your jurisdiction, you may not assign or transfer these Terms, by operation of law or otherwise, without Prophetic's prior written consent. Any attempt by you to assign or transfer these Terms absent our consent or your statutory right, without such consent, will be null. Prophetic may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

(c) Notices. Any notices or other communications provided by Prophetic under these Terms will be given: (i) via email; or (ii) by posting to the Site. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

(d) Waiver of Rights. Prophetic's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Prophetic. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

19. Contact Information. If you have any questions about these Terms, the Products, or the Services, please contact Prophetic at eric@prophetic.com.