

Website Terms of Use

Last Modified: February 12, 2025

Acceptance of the Terms of Use

These terms of use are entered into by and between you and Retinov Inc. ("**Retinov**," "**we**," or "**us**"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, "**Terms of Use**"), govern your access to and use of the website at <https://www.tina.vision>, including any content, functionality, and any services (the "**Service**" or "**Retinov Service**") offered on or through the above website (collectively, the "**Website**").

Please read the Terms of Use carefully before you start to use the Website and our Service. **By using the Website or the Service, or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at [PRIVACY POLICY URL], incorporated herein by reference.** Our Privacy Policy includes a description of our privacy practices and policies, including how we collect and handle your personal information, including any personal health information. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website or our Service.

Retinov does not engage in the practice of medicine or provide any diagnostic, therapeutic or clinical services, and no act or service required or permitted to be rendered by Retinov pursuant to these Terms of Use should be construed or deemed to constitute the practice of medicine or any clinical profession for which a professional license is required. Retinov partners with certain professional corporations and their affiliated medical services providers including optometrists and dietitians, which are independent of Retinov and use the Service as a way to communicate with you. Any information or advice received from a provider comes from them alone, and not from Retinov. Your interactions with the providers via the Service are not intended to take the place of your relationship with your primary care provider. Neither Retinov, nor any third party who may promote the Service or provide a link to the Service, shall be liable for any professional advice obtained from a health care provider via the Service or for any other information obtained on the Website. Retinov does not endorse any specific tests, physicians, medications, products or procedures that are recommended by providers that may use Retinov to communicate with you. You acknowledge that your reliance on any healthcare providers or information provided by the providers via the Service is solely at your own risk and you assume full responsibility for all risk associated herewith. Retinov does not make any representations or warranties about the training or skill of any healthcare providers who provide services via the Service. You will be provided with a list of available providers located in the United States based solely on the information you, your employer or your plan sponsor provides to Retinov. You are ultimately responsible for choosing your particular healthcare provider.

NOTE TO HEALTHCARE PROVIDERS

You hereby agree that (i) you will comply with your obligations under all applicable data protection laws, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), in respect of your collection, use, and disclosure to Retinov of any patient's protected health information (PHI); and (ii) you have provided notice and obtained (or will obtain) all consents and rights necessary under applicable data protection law, including HIPAA for Retinov to use and disclose the PHI, as required to provide the Services pursuant to these Terms of Use and the Business Associate Agreement between you and Retinov.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website and Service thereafter.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

Accessing the Website/Service and Account Security

We reserve the right to withdraw or amend this Website, and any Service or other material we provide on or through the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website or of the Service is unavailable at any time or for any period. From time to time, we may restrict user access, including registered user access, to some parts of the Website or Service or the entire Website or Service.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Website and Service.
- Ensuring that all persons who access the Website and our Service through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website and Service that all the information you provide on the Website and Service is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website or Service, is governed by our *Privacy Policy* [[LINK TO PRIVACY POLICY](#)], and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other

breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

No Medical Advice or Services

IF YOU THINK YOU HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR 911 IMMEDIATELY. DO NOT RELY ON ELECTRONIC COMMUNICATIONS OR COMMUNICATION THROUGH THE RETINOV SERVICES FOR IMMEDIATE MEDICAL NEEDS. THIS PLATFORM IS NOT DESIGNED TO FACILITATE MEDICAL EMERGENCIES.

Retinov does not practice medicine or provide medical services. The Retinov Service enables certain affiliated health care providers that may, in appropriate circumstances, establish a doctor patient relationship between you and such independent third-party healthcare provider. Any content or tool on this platform, such as text, data, illustrations, graphical elements, animation, photos, images, and other materials, is provided for reference and educational purposes only. Such content and tools are not meant to be complete or exhaustive or meant to be applicable to any specific individual's medical condition. These resources should not be used to make a diagnosis or to replace or overrule a qualified health care provider's judgment. You are strongly encouraged to consult with a qualified healthcare professional for answers to personal questions.

Retinov has created and maintains the Retinov Service to provide general information about Retinov, and to assist individuals in obtaining healthcare services and general health information. Information appearing on the Retinov Service and any other sources may be prepared by healthcare providers or staff affiliated with Retinov, affiliated professional organizations, or it may be contributed by outside sources. The Retinov Service and sites may also contain links to external, non-Retinov platforms or sites for your convenience. Retinov is not responsible for the availability or accuracy of the content appearing on such external, non-Retinov platforms or websites, nor do they endorse them. All users are strongly advised to carefully read the terms of use, privacy policies, copyright notices and disclaimers for any external, non-Retinov sites they access in addition to those terms, policies, notices and disclaimers for platforms maintained by Retinov.

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Payment terms

1. Payment Methods

- Payments for the Tina test kit and associated services can be made via credit card, debit card, or other accepted payment methods as displayed at checkout.
- All payments must be made in full at the time of purchase unless otherwise specified.

2. Pricing and Taxes

- The price of the Tina test kit and services is as stated on our website at the time of purchase.
- Prices are inclusive of applicable taxes unless otherwise noted.

3. Order Confirmation

- Upon successful payment, you will receive an email confirmation with details of your order. If you do not receive this email, please check your spam/junk folder or contact us at hello@retinov.com.

4. Refund Policy

- You may request a full refund provided you have not yet submitted your sample for analysis.

- Refunds will be processed within 10 business days upon approval and will be issued to the original payment method.

5. Subscription Services

- If you subscribe to any digital platform features or ongoing services associated with Tina, subscription fees will be charged on a recurring basis as per the subscription plan selected.

- You may cancel your subscription at any time, but no refunds will be provided for partial subscription periods.

6. Failed Payments

- If a payment fails due to insufficient funds or other reasons, we reserve the right to cancel your order or suspend access to services until payment is successfully processed.

7. Changes to Payment Terms

- We reserve the right to update these Payment Terms at any time. Changes will be communicated via email or posted on our website and will apply to future purchases.

8. Contact Us

- For any questions or concerns about payments, please contact us at hello@retinov.com.

Intellectual Property Rights

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- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

You must not:

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- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this Website.

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Prohibited Uses

You may use the Website and Service only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website and Service:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.

- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate Retinov, a Retinov employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website or Service, or which, as determined by us, may harm Retinov or users of the Website or Service, or expose them to liability.

Additionally, you agree not to:

- Use the Website or Service in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website or Service, including their ability to engage in real time activities through the Website or Service.
- Use any robot, spider, or other automatic device, process, or means to access the Website or Service for any purpose, including monitoring or copying any of the material on the Website or Service.
- Use any manual process to monitor or copy any of the material on the Website or Service, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website or Service, the server on which the Website or Service is stored, or any server, computer, or database connected to the Website or Service.
- Attack the Website or Service via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website or Service.

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website or Service, or by anyone who may be informed of any of its contents.

Changes to the Website or Service

We may update the content on this Website or on the Service from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website or Service may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Website

All information we collect on this Website or on the Service is subject to our Privacy Policy [[LINK TO PRIVACY POLICY](#)]. By using the Website and Service, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Geographic Restrictions

The owner of the Website is based in the State of Delaware in the United States. We provide this Website or the Retinov Service for use only by persons located in the United States. We make no claims that the Website or Retinov Service, or any of their respective content is accessible or appropriate outside of the United States. Access to the Website or Retinov Service may not be legal by certain persons or in certain countries. If you access the Website or Service from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website or Service will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

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THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

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THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL RETINOV OR ITS LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

TO THE EXTENT ANY ASPECTS OF THE FOREGOING LIMITATIONS OF LIABILITY ARE NOT ENFORCEABLE, THE COLLECTIVE LIABILITY OF RETINOV AND ITS LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED ONE THOUSAND DOLLARS (\$1,000).

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless Retinov, its licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website or Service, including, but not limited to, your User Contributions, any use of the Website's or Service's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website or Service.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be

governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware, in each case located in the City of Dover and County of Kent. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Waiver and Severability

No waiver by Retinov of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Retinov to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Retinov regarding the Website and Service and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website and Service.

Your Comments and Concerns

This website is operated by Retinov Inc., of 8 The Green Ste B, Dover, Kent, Delaware 19901.

All other feedback, comments, requests for technical support, and other communications relating to the Website or Service should be directed to: hello@retinov.com