

Terms of Service

End User License Agreement (for individuals)

Initial Effective Date: Feb 16, 2022 (GMT)

Latest Revised Date: Jan 08, 2026 (GMT)

Version: 4.1.1

What these terms do

This End User License Agreement (“EULA”) is between you and HARUKI powered by WYSA. This EULA is issued on behalf of HARUKI so when we mention “Haruki”, “we”, “us” or “our” in this EULA, we are referring to the relevant HARUKI company in the country where you are accessing the Software (being either India, the UK or USA).

The EULA applies to your use of software (including, but not limited to, software as a service via a website, mobile applications, or linked to any hardware) that has been developed and/or provided by us or on our behalf (such as via the relevant appstore) (the “Software”).

This EULA creates binding legal obligations on you as an individual, so must be read carefully prior to your use of the Software. If you are a child, please read this EULA with your parents/legal guardian. You (and/or your parents/legal guardian if you are a child) agree to be bound by the terms of this EULA by clicking “accept” on any Software or by continuing to use any such Software.

Your use of the Software is also subject to the overarching supply agreement (“Main Agreement”) between us and your health provider and/or institution that is permitted to grant you access to the Software (together and each, “Institution”). If there is any conflict between any of the provisions in the Main Agreement and this EULA, the provisions in the Main Agreement will prevail.

In consideration of you agreeing to abide by the terms of this EULA, we hereby grant you a non-exclusive, non-transferable, revocable License to use the Software on the terms of this EULA during the term of the Main Agreement, until terminated in accordance with the Main Agreement and/or this EULA. We do not sell the Software to you and we (or our third party partners and suppliers) remain the owners of the Software (and any copy thereof), any intellectual property within it and any intellectual property arising under or in relation to this EULA, at

all times. Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this EULA, is void. Haruki reserves all rights not expressly granted under this EULA.

We provide multiple services globally through our Software. Accordingly, you may not have access to certain services in your region and/or as permitted by the Main Agreement.

Intended use of and disclaimers in relation to the Software

The Haruki Software covered under this EULA consists of the following:

Digital Referral Assistant (“DRA”): The DRA is a UKCA Class I artificial intelligence (“AI”) enabled conversational agent software designed to support client services that offer and/or provide mental health care. The DRA collects and transfers a range of demographic and screening information, as defined and agreed by the client service, to Electronic Patient Record (EPR) systems for review by the client service clinician. The DRA software uses transparent conditional logic to minimize the question flow for individual users and surface flags to indicate priority areas for client service clinician attention. The DRA software is intended for use in adults age 16 or older and does not suggest potential diagnoses or replace clinical judgement.

When you use our DRA software, you understand and agree to the following:

- i. the DRA software is provided on behalf of your Institution;
- ii. the DRA can be accessed only from your Institution’s website or from a QR code provided within the version of the app created specifically for your Institution;
- iii. we will connect to receive or share your information with your Institution’s EPR system;
- iv. we will share your information with third-party service providers authorized by your Institution or opted by you to provide care;

- v. your submitted information gets deleted from our systems after the agreed period with your Institution;
- vi. once you submit, you will not be able to retrieve, view, edit, update or delete your information. You will need to contact your Institution for any changes or additions;
- vii. the DRA software connects you to the service provided by your Institution. We do not guarantee:
 - a. the software or service will always be accurate or available;
 - b. the Institution's website will always be available to access the DRA;
 - c. your Institution's EPR system is always available to receive your information
 - d. the Institution authorized third-party service provider systems are always available to receive your information;
 - e. your information is successfully sent and received by your Institution or their service providers; or
 - f. confirmation of appointments or interactions with your clinician or Institution for therapy,
- viii. your access to the DRA will end if our Main Agreement with your Institution ends.

Haruki Everyday Mental Health App ("EMH App"):

The EMH App is an interactive AI-powered space to explore thoughts and feelings, and learn skills and techniques to help manage emotional wellbeing using tools designed by our clinical team. Haruki prompts with structured questions that encourage deeper self-understanding and emotional processing, guiding you to reflect on key themes to help make sense of what's happening in your life in a safe, supportive environment. The platform is built around two central features:

Haruki's conversational space: This helps strengthen self-reflection and emotional insight, giving you an empowered and active role in your own wellbeing.

Haruki's care library: This is a collection of interactive, evidence-based exercises designed to help manage a wide range of emotions, thoughts and life events.

The EMH App is intended for use as emotional wellbeing support by individuals aged 13+ (or 11+ if agreed by the Institution). It is not a substitute for professional medical advice, and does not provide medical advice or diagnoses. It is also not recommended for use in crisis situations, nor is it suitable for use by those with severe and enduring mental health problems.

LLM enabled / powered AI: This does not operate as a general-purpose generative AI. Its core is a neuro-symbolic AI system that combines two components. One is a 'close-ended' symbolic approach with proprietary natural language understanding (NLU) algorithms, structured decision trees and clinician approved responses. The other 'neural' component of this system is a carefully selected and curated use of large language model (LLM) inferences. This hybrid design ensures that whilst LLMs may be used, they are always applied within strict clinical and safety guardrails, never as open-ended generative systems. The neurosymbolic approach means that the AI cannot "free generate" responses in the way a general-purpose GenAI tool does. Instead the outputs are designed to be clinically safe, appropriate and aligned to regulated healthcare standards. All EMH App recommendations come from our own clinical library which is a closed source and written by our clinicians and AI team. You understand and agree to the following:

- i. you must meet your Institution approved age to use LLM powered AI. Haruki is not responsible if someone lies about their age.
- ii. LLM powered AI will not be available when:
 - a. your messages do not pass our safety guardrails;
 - b. the LLM does not pass safety checks; or
 - c. the LLM is not working.
- iii. LLM powered AI may not always work perfectly because of limitations in AI technology – on this basis please note the following in particular:

- a. do not share your or others' personal data, unless expressly asked to submit these; and
 - b. AI might misunderstand and give wrong inferences; and
 - c. you might get wrong tool suggestions if AI does not understand your message;
- iv. you can take the following safeguards:
- a. do not share any sensitive information about yourself or others.
 - b. do not input meaningless text.
 - c. do not type anything that could be harmful or unsafe.
- v. Haruki's governance and responsible AI practices guide our use of LLM while protecting your rights; and
- vi. your access to the service will end if our Main Agreement with your Institution ends.

Please always consult a professional if you require medical assistance, especially (but not limited to) if you are thinking about hurting yourself or others, or have a serious physical or mental health emergency.

When you use any of our Software, you understand and agree to the following:

- i. you are interacting with an AI software when using our AI services, and not a person. The Software cannot replace care from a qualified health professional.
- ii. the Software does not provide face-to-face therapy and does not diagnose or offer medical advice;
- iii. the Software is not for emergencies. For any emergencies, contact local emergency services immediately;
- iv. our system may detect any safety risks in your messages and provide contact details for urgent care support; and

- v. you are responsible for what you submit when you use the Software.

About Mobile Software

Some of the Software is made available via mobile application (“Mobile Software”). To use such Mobile Software, you must have a mobile device that is compatible with the Mobile Software. Haruki does not warrant that the Mobile Software will be compatible with your mobile device. Haruki hereby grants you a non-exclusive, non-transferable, revocable License to use a compiled code copy of the Mobile Software for one Haruki Account owned or leased solely by You, for Your personal use. You acknowledge that Haruki may from time-to-time issue upgraded versions of the Mobile Software, and may automatically electronically upgrade the version of the Mobile Software that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that this EULA will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Software is covered by the applicable open source or third-party end user License agreement, if any, authorising use of such code.

Your use of the Software

You can use our Software for your personal purposes only, provided your Institution has a valid Main Agreement in place and in case of the EMH App, via the Google Play Store or the Apple App Store.

You must ensure to keep the Software up-to-date (particularly in relation to the EMH App), so you get the latest features. Always exit the Software properly before updating.

You cannot use the Software for research or studies unless Haruki gives permission.

We do not handle any information about crimes or offences. Please do not share any such information when using our Software.

Haruki can refuse your access to the Software, at its discretion (and without reason). The Software is not available to those who have been removed by Haruki before, without Haruki’s prior written permission.

Our Software might have links to other websites or services. Haruki does not control these links and is not responsible for their content, products, or services. We are not liable for any damages or losses from using these third-party sites. We recommend you review their terms of service and privacy practices before use.

While Haruki has put in place reasonable clinical safety and data protection controls, you understand and acknowledge that AI (including LLM) is a developing technology. The potential risks inherent to this technology may not be fully understood and safeguards may not be fully developed. Due to the nature of the technology, you may sometimes get incorrect responses that do not accurately reflect the action required.

While Haruki has put in place reasonable clinical safety and data protection controls, you understand that using technology has risks, and you accept these risks. Protect your device and chats with good security practices and if you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us. If you fail to comply with such security measures, Haruki will not be responsible if someone else accesses your chats or data.

You agree not to knowingly or recklessly engage in any of the following prohibited activities, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this EULA:

- i. do not attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media or by any means, including using any computer programs or methods like "scraping";
- ii. do not use any automated tools like "robots," "spiders," or "offline readers" to access the Software in a way that sends more requests to our servers than a person could by using a normal web browser;
- iii. do not send spam, chain letters, or other junk messages;
- iv. do not try to tamper with or break the Software's security;

- v. do not collect or harvest any information or data from the Software or our systems or attempt to decipher any transmissions to or from the servers running the Software; do not collect or harvest any information or data from the Software or our systems or attempt to decipher any transmissions to or from the servers running the Software;
- vi. do not do anything that puts a heavy load on our system, more than what is fair or manageable, as decided by us;
- vii. do not introduce or permit the introduction of bad data, viruses, worms, or other harmful software through your use of the Software;
- viii. do not collect or share any personal information, like account names, from the Software;
- ix. do not use the Software to ask people for money or business;
- x. do not pretend to be someone else, lie about who you are, or hide your identity;
- xi. do not interfere with the proper working of the Software nor use it in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
- xii. do not access any content on the Software using methods or technology that we have not approved;
- xiii. do not try to remove, circumvent, disable, damage or otherwise interfere with the measures or security-related features we use to stop or limit access to the Software, including methods that prevent copying content or enforce rules on how the Software is used;
- xiv. do not delete the copyright and other proprietary rights notices on the Software;
- xv. do not attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;

- xvi. do not access all or any part of the Software in order to build a product or service which competes with the Software;
- xvii. do not use the Software to provide services to third-parties;
- xviii. do not license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software available to any third party;
- xix. do not use the Software to provide time sharing, conduct independent clinical or research studies without our explicit permission or provide similar services to any third-party;
- xx. do not attempt to obtain, or assist third parties in obtaining, access to the Software; and
- xxi. do not breach any applicable technology control or export laws and regulations that apply to the technology used or supported by the Software.

User Content

Some areas of the Software may, either now or later, allow you to post content such as chat content, profile information, videos, comments, questions, and other content or information or any such materials a user submits, posts, displays, or otherwise makes available on the Software ("User Content"). We claim no ownership rights over User Content created by you; the User Content you create remains yours. However, by sharing User Content through the Software, you agree to allow us, your Institution or any other authorized persons (as set out in the Main Agreement) to view, edit, and/or share your User Content. Haruki has the right (but not the obligation) in its sole discretion to remove any User Content that is shared via the Software

You agree not to post or transmit User Content that:

- i. may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal;
- ii. may create a risk or any other loss or damage to any person or property;

- iii. seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
- iv. may constitute or contribute to a crime or tort;
- v. contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable;
- vi. contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets);
- vii. copy, share, or use personal identifying or business contact information about other users or people without their express permission;
- viii. contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships;
- ix. contains any information or content that you know is not correct and current;
- x. violates any school, Institution or other applicable policy, including those related to cheating or ethics;
- xi. interferes with other users of the Software including, without limitation, disrupting the normal flow of dialogue in an interactive area of the Software and deleting or revising any content posted by another person or entity;
- xii. except where expressly permitted, posts or transmits charity requests, petitions for signatures, franchise arrangements, distributorship arrangements, sales representative agency arrangements or other business opportunities (including offers of employment or contracting arrangements), club memberships, chain letters or letters relating to pyramid schemes, any advertising or promotional materials, solicit service letters or certificates, or any other solicitation of other users to use goods

or services except in those areas (e.g., a classified bulletin board) that are designated for such purpose.

You may choose to, or we may invite you to submit comments, feedback or ideas about the Software, including without limitation about how to improve the Software or our products ("Ideas"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Haruki under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Haruki does not waive any rights to use similar or related ideas previously known to Haruki, or developed by its employees, or obtained from sources other than you.

User Content License Grant

By posting any User Content on the Software, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to Haruki a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive and worldwide License to use, reproduce, copy and modify such User Content in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for the purpose of providing you the Software and as further set out in our privacy policy.

Data Protection

We do not ask for your personal data, unless we are asked to collect it by your Institution.

Please read our privacy policy to see how we protect and handle your data.

If you have any questions or complaints, email us at support@HarukiHealth.com. Haruki might ask for more information to handle your request properly. We may also need to verify who you are before answering your questions.

Haruki conducts research. All data, including User Content (if any) is anonymized before use for internal research purposes to make our Software and services better and help improve mental well-being around the world. This research looks at how different activities on the Software impact mental well-being measures. Haruki may use User Content and other data collected from the user in accordance with this EULA for the purpose of this research.

We may collaborate with your Institution or may conduct research studies of our own. Joining our research studies is your choice. Details about the study will be shared with you via a URL, and you will be asked for your consent at the start. Agreeing to join does not guarantee you will be in the study; you must meet certain criteria to be selected as a participant. Selection and shortlist to a study is automated based on approved study criteria. We will never discriminate. Your data will be used according to our privacy policy. Generally, you will not receive any payment or benefits for participating in these studies.

Termination

We may terminate this EULA immediately by written notice to you if you commit a material or persistent breach of this EULA which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.

Upon termination for any reason, including in case of expiry or termination of the Main Agreement:

- i. all rights granted to you under this EULA shall cease;
- ii. you must cease all activities authorised by this EULA; and
- iii. you must immediately delete or remove the Software from all computer equipment and/or devices in your possession and immediately destroy or return to us (at our option) all copies of the Software then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

Changes to this EULA and updates to the Software

We may need to change this EULA to reflect changes in law or best practice or to deal with additional features which we introduce.

We will give you at least 30 days' notice of any change by sending you an email with details of the change or notifying you of a change when you next use the relevant Software. If you do not accept the notified changes, we will let you know whether you may continue to use the relevant Software in accordance with the

existing terms (but certain new features may not be available to you) or will not be permitted to continue to use the Software.

From time to time, we may also automatically update the Software and change the underlying service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, we may ask you to update the Software for these reasons.

If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the Software and the underlying services.

Indemnity, Warranty and Liability

Indemnity

You agree to defend, indemnify and hold harmless Haruki and its subsidiaries, employees, officers and directors, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, injury, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Software, including any data or content transmitted or received by you, and any claims or damages arising as a result thereof; (ii) your violation of any term of this EULA, including without limitation breach of any representations or warranties; (iii) your violation of any third-party right, including without limitation any right of privacy or intellectual property rights; (iv) your violation of any applicable law, rule or regulation; or (v) any other party's access and use of the Software with your unique username, PIN, password or other appropriate security code.

You are solely responsible for your interactions with other Software users. Haruki shall have no liability for your interactions with other users, or for any user's action or inaction.

Warranty

The service is provided on an "as is" and "as available" basis. Use of the Software is at your own risk. To the maximum extent permitted by applicable law, the Software is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. No advice or information, whether oral or written, obtained by you from Haruki or through the Software will create any warranty not expressly stated herein. Without limiting the foregoing, Haruki, its

subsidiaries, its affiliates, and its third party partners or suppliers do not warrant that: (i) the information provided by the Software is accurate, reliable or correct; (ii) the Software will meet your requirements; (iii) the Software will be available at any particular time or location, uninterrupted or error-free; (iv) any defects or errors will be corrected; or (v) the Software is free of viruses or other harmful components. Haruki is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Software may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

Haruki does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third-party through the Software or any hyperlinked website or service, and Haruki will not be a party to or in any way monitor any transaction between you and third-party providers of products or services.

Limitation of Liability

As an individual end user, please note the following:

- i. we are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with this EULA, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this EULA or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time this EULA was made, both we and you knew it might happen;
- ii. we do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation;
- iii. when we are liable for damage to your property. If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by your failure to correctly follow installation instructions or to have in place the minimum system requirements advised by us;

- iv. we are not liable for business losses. The Software is for domestic and private use. If you use the Software for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity;
- v. we recommend that you back up any content and data used in connection with the Software, to protect yourself in case of problems with the Software;
- vi. you acknowledge that the Software has not been developed to meet your individual requirements, including any particular cybersecurity requirements you might be subject to under law or otherwise, and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the relevant documentation meet your requirements; and
- vii. if the Software provides any information (which includes Haruki content, medical or legal information amongst others) including recommending tools and techniques (e.g. Yoga or activity or exercises), such information is for informational or educational purposes only and should not be construed as professional advice. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the Software. Although we make reasonable efforts to update the information provided by the Software, we make no representations, warranties or guarantees, whether expressed or implied, that such information is accurate, complete or up to date.

You are responsible for compliance with all applicable laws and regulations of the jurisdiction from which you are accessing the Software, including but not limited to export and import regulations. The Software is controlled and operated from facilities in India, UK and USA. We make no representation that the information contained herein is appropriate or available for use in other locations. You understand and agree that the Software may not meet licensing or other regulatory requirements in other locations. You agree that those who access or use the Software from other jurisdictions will do so at their own risk. You may not use the Software if you are a resident of a country embargoed, or are a foreign person or entity blocked or denied, as identified by embargo and sanctions lists maintained by the United Nations, USA, UK or India.

Governing Law and Dispute Resolution

This EULA, its subject matter and its formation (and any non-contractual disputes or claims) shall be governed by and construed in accordance with the governing laws set out in the Main Agreement and all matters, claims, actions or disputes arising from this EULA shall be subject to the jurisdiction of the courts set out in the Main Agreement.

Other important terms

Events beyond our reasonable control

If our provision of or support for the Software or the underlying services are delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimize the effect of the delay. Provided we do this, we will not be liable for delays caused by the event.

Transfer of rights and obligations

We may transfer our rights and obligations under this EULA to another organization. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this EULA.

You may only transfer your rights or your obligations under this EULA to another person if we agree in writing. Any attempted transfer or assignment in violation hereof shall be null and void.

Third party rights

This EULA does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this EULA.

Entire Agreement

This EULA, together with the Main Agreement and any additional agreements you may enter into with Haruki in connection with the Software and underlying service, shall constitute the entire agreement between us and supersede and extinguish all previous and contemporaneous agreements, promises, assurances and understandings between us, whether written or oral, relating to its subject matter.

You acknowledge that in entering into this EULA you do not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this EULA.

Severance

Each of the conditions of this EULA operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining conditions will remain in full force and effect.

No Waiver

A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

Communications between us

If you wish to contact us in writing, or if any condition in this EULA requires you to give us notice in writing, you can send this to us by email at Support@HarukiHealth.com or by pre-paid post to the business address of the relevant Haruki company in the country where you are accessing the Software. We will confirm receipt of this by contacting you in writing, normally by email.

If we have to contact you or give you notice in writing, we will do so by email or by pre-paid post to the address you provide or confirm to us, or through posting on our Software.