

12. DISPUTE RESOLUTION

12.1 Resolving Disputes. If you have a problem with us that we can't resolve, we and you agree that any dispute, claim, or disagreement arising out of or relating to the Services or your relationship with us, including claims that arose before the existence of this or any prior Agreement (including claims related to advertising) or claims that may arise after the termination of this Agreement, will be resolved by individual arbitration ("**Arbitration Agreement**"). The exception is that we and you each may bring qualifying individual claims in "small claims" court, so long as those claims remain in small claims court and are not removed or appealed to a court of general jurisdiction. All other disputes must be arbitrated on an individual basis, which means you and we are each waiving our right to sue in court and have a court or jury trial. To the extent there is a dispute as to whether claims qualify for small claims court, a court of competent jurisdiction will decide.

12.2 Informal Dispute Resolution. You also agree that you will try in good faith to resolve any dispute informally before filing an arbitration. To start the informal dispute process, you must send an individualized written notice ("**Notice of Dispute**") to Noom, Inc., Attn: Legal Department, 450 W. 33rd. St., 11th Floor, New York, NY 10001 that includes (1) your name, phone number and email address for your account, and (2) a description of the dispute and how you'd like it resolved. If we have a dispute with you, we will send a Notice of Dispute with the same information to the email address we have on file for your account. Once a complete Notice of Dispute has been received, the recipient has 60 days to investigate and try to resolve the claims. If either side requests a settlement conference during this period, then you and we must cooperate to schedule that meeting by phone or videoconference. You and we each will personally participate and can each bring counsel, but the conference must be individualized, even if the same firm(s) represent multiple parties. For the claims asserted in the Notice of Dispute, any statute of limitations will be tolled from the date the Notice of Dispute is received until the later of (i) 60 days, or (ii) after a timely requested settlement conference is completed ("**Informal Dispute Resolution Period**"). An arbitration cannot be filed until the Informal Dispute Resolution Period has ended, and a court can enjoin the filing or prosecution of an arbitration in breach of this section. Nothing in this section precludes you or us from seeking relief for non-compliance with this Informal Dispute Resolution process in arbitration.

12.3 What Arbitration Is. Arbitration is a more informal way to resolve our disagreements than a lawsuit in court. For instance, arbitration uses a neutral arbitrator instead of a judge or jury, involves more limited discovery, and is subject to very limited review by courts. Although the process is more informal, arbitrators can award the same individualized damages and relief that a court can award. You and we agree that the U.S. Federal Arbitration Act and federal arbitration law govern the interpretation and enforcement of this provision. A court of competent jurisdiction has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement. This arbitration provision shall survive termination of these Terms and the termination of your Noom account.

12.4 How Arbitration Works. Any arbitration will be administered by National Arbitration and Mediation (“**NAM**”) under the Comprehensive Dispute Resolution Rules and Procedures then in effect for NAM, except as modified by this Arbitration Agreement. If the administrator is unwilling or unavailable to administer consistent with these Terms, the parties will agree on an alternative administrator that will do so. If no agreement can be made, then the parties agree to jointly petition a court of competent jurisdiction to appoint an administrator that will do so. To initiate arbitration after the Informal Dispute Resolution process is complete, either you or we must file an arbitration demand with NAM. You may serve us with any arbitration demand by mail to: Noom, Inc., Attn: Legal Department, 450 W. 33rd. St., 11th Floor, New York, NY 10001. You must include a signed certification of compliance with the Informal Dispute Resolution process. If we have a dispute with you, we will send an arbitration demand to the email address on file for your account. Unless we agree otherwise with you, the arbitration will be conducted in the county (or parish) where you reside. Each party will be responsible for paying any NAM filing, administrative, and arbitrator fees in accordance with NAM Rules. As in court, the arbitrator shall apply governing law, any counsel must comply with Federal Rule of Civil Procedure 11(b), and the arbitrator may impose any sanctions available under the NAM Rules, Rule 11, or other applicable law against the parties or their counsel. The arbitrator shall issue a reasoned written decision explaining the essential findings and conclusions on which the award is based, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction; however, an award that has been satisfied shall not be entered in any court. The arbitrator may consider rulings in other arbitrations involving different users, but an arbitrator’s decision will not be binding in proceedings involving different users. Nothing in this section shall prevent either party from seeking injunctive or other equitable relief from the courts, including for matters related to data security, intellectual property or unauthorized access to the Service.

12.5 Additional Procedures for Mass Filings. The following provisions set forth additional procedures that apply to mass filings. If twenty-five (25) or more similar claims are asserted against us by the same or coordinated counsel or are otherwise coordinated, consistent with the definition and criteria of Mass Filings set forth in the NAM Rules, you and we understand and agree that these additional procedures shall apply and the resolution of your dispute might be delayed. The parties agree that throughout this process, their counsel shall meet and confer to discuss modifications to these procedures based on the particular needs of the Mass Filing. You and we agree that we each value the integrity and efficiency of arbitration and wish to employ the process for the fair resolution of genuine and sincere disputes between us. You and we acknowledge and agree to act in good faith to ensure the processes set forth herein are followed. The parties further agree that application of these Mass Filing procedures have been reasonably designed to result in an efficient and fair adjudication of claims. The parties are encouraged to meet and confer throughout this staged process and to discuss potential ways to modify procedures, increase efficiencies, and resolve claims.

1. Stage One. Counsel for the claimants and counsel for us shall each select 25 claims per side to be filed and to proceed in individual arbitrations as part of a staged process. Each case shall be assigned to a different arbitrator unless the parties agree otherwise. If there are fewer than 50 claims, all will be filed in

individual arbitrations. Any remaining claims shall not be filed or deemed filed in arbitration, nor shall any administrative fees, other than applicable fees related to a procedural arbitrator, be assessed in connection with those claims unless and until they are selected to be filed in individual arbitration proceedings as part of a staged process. After this initial set of staged proceedings is completed, the parties shall engage in a global mediation session of all remaining claims with a retired federal or state court judge to be jointly selected by counsel for the parties, and we shall pay the mediation fee.

2. Stage Two. If the remaining claims are not resolved at this time, counsel for the claimants and counsel for us shall each select 50 claims per side to be filed and to proceed in individual arbitrations as part of a second staged process, subject to any procedural changes the parties agree to in writing following mediation or through continuing, good faith discussions. No more than two (2) cases may be assigned to a single arbitrator unless the parties agree otherwise. If there are fewer than 100 claims, all will be filed in individual arbitrations. Any remaining claims shall not be filed or deemed filed in arbitration, nor shall any arbitration fees be assessed in connection with those claims unless and until they are selected to be filed in individual arbitration proceedings as part of a staged process. After this second set of staged proceedings is completed, the parties shall engage in a global mediation session of all remaining claims with a retired federal or state court judge to be jointly selected by counsel for the parties, and we shall pay the mediation fee.

Upon the conclusion of the second global mediation session (should the parties be unable to resolve the remaining claims), each remaining dispute (if any) that is not settled or not withdrawn shall be opted out of arbitration and may proceed in a court of competent jurisdiction consistent with the remainder of the Terms. Notwithstanding the foregoing, counsel for the parties may mutually agree in writing to proceed with the adjudication of some or all of the remaining disputes in individual arbitrations consistent with the process set forth in Stage Two (except Disputes shall be randomly selected and mediation shall be elective by agreement of counsel) or through another mutually-agreeable process. A court of competent jurisdiction shall have the authority to enforce the Additional Procedures for Mass Filings, including the power to enjoin the filing or prosecution of arbitrations. The Additional Procedures for Mass Filings provision and each of its requirements are essential parts of this arbitration agreement. If, after exhaustion of all appeals, a court of competent jurisdiction decides that the Additional Procedures for Mass Filings apply to your dispute and are not enforceable, then your Dispute shall not proceed in arbitration and shall only proceed in a court of competent jurisdiction consistent with the remainder of the Terms. **Any relevant limitations period (including statutes of limitations) and filing fee or other deadlines shall be tolled subject to these Additional Procedures for Mass Filings from the time the first cases are selected for a staged process until your claim is selected to proceed as part of a staged process or is settled, withdrawn, otherwise resolved, or opted out of arbitration.**

12.6 Opt Out. If you are a new user of Noom, you can opt out of this Arbitration Agreement within 30 days after you first accept the Terms. If you are an existing user of our Services, you can opt out within 30 days after the effective date of 12/11/23. To opt

out, please visit our [support center here](#) and include your name, the email address for your account, and a clear request to opt out of arbitration. If you opt out, neither we nor you will be required to arbitrate as a result of this (or any prior version of the) Arbitration Agreement, but the Terms (and any other agreements between us) will otherwise apply to you. If we update the Terms after you validly opt out, we will continue to respect your opt-out, but such updates do not provide a new opportunity to opt out of arbitration.

12.7 Non-Arbitrable Claims. Nothing in these Terms shall affect any non-waivable statutory rights that apply to you. To the extent any dispute regarding us or our Service isn't arbitrable under applicable laws or otherwise, we both agree that the dispute will be resolved exclusively in accordance with the remainder of these Terms. If you're a consumer in the EEA, Section 12 doesn't apply to you.

13. CLASS ACTION WAIVER; JURY TRIAL WAIVER

You and we each agree that any proceeding, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, collective, consolidated, private attorney general, or representative action. You and we agree to waive any right to bring or to participate in such an action in arbitration or in court to the fullest extent allowable by applicable law. Notwithstanding the foregoing, the parties retain the right to participate in a class-wide settlement. To the fullest extent permitted by law, you and we waive any right to a jury trial.