

MBody AI Website Terms of Use

Effective date: September 10, 2026. Applies to www.mbody.ai and ir.mbody.ai.

1. Agreement to these Terms

These Terms of Use (the "**Terms**") are an agreement between you and MBody AI Ltd., an Israeli company (Nasdaq: MBI), for itself and its subsidiaries MBody AI Corp. and MBody AI Canada Corp. (together, "**MBody AI**," "**we**," "**us**" or "**our**"). They govern your access to and use of www.mbody.ai, ir.mbody.ai and any other page that links to these Terms, and everything made available through them (the "**Sites**").

By accessing or using the Sites, you agree to be bound by these Terms. Our Privacy Policy explains how we handle personal information; by using the Sites, you acknowledge that notice. If you do not agree, do not use the Sites. If you act for a company or other entity, you confirm you have authority to bind it, and "you" means both you and that entity.

These Terms do not govern the MBody AI Orchestrator™ platform or any other product or service we provide under a written agreement. That agreement governs those products and services and controls over these Terms in any conflict.

2. Changes

We may revise these Terms by posting an updated version with a new effective date. Changes apply prospectively from that date, and your continued use of the Sites after that date means you accept them. We may also change, suspend or discontinue any part of the Sites at any time without notice or liability.

3. Permitted use

We grant you a limited, non-exclusive, non-transferable, revocable license to use the Sites and to view, download and print a reasonable number of copies of their materials for your personal, informational or internal business purposes, including evaluating MBody AI as a vendor, partner or investment. Keep all copyright and proprietary notices on any copy. Any other use requires our written consent.

3.1 Restrictions

You may not, and may not permit anyone else to:

- (a) copy, modify, distribute, publicly display, sell, license or create derivative works from the Sites or their content, except as Section 3 permits;
- (b) use any robot, spider, scraper, crawler, data-mining tool or other automated means to access, monitor or copy the Sites or their content, including to develop or train any machine-learning or artificial intelligence model, except for public search engines that respect our robots.txt file;
- (c) circumvent or interfere with any security feature of the Sites, probe or scan them for vulnerabilities, introduce harmful code, or impose an unreasonable load on our infrastructure;

- (d) impersonate anyone, misrepresent your affiliation, or give false information in any form or alert registration;
- (e) harvest email addresses or other contact information from the Sites, or use the Sites to send unsolicited communications;
- (f) frame or mirror any part of the Sites, or use our name, logos or trademarks in metatags or hidden text; or
- (g) use the Sites in any way that is unlawful, that violates the rights of others, or that could damage, disable or impair them.

The restriction above on automated access, text and data mining, and AI-model development or training is an express reservation of rights for the purposes of Article 4(3) of Directive (EU) 2019/790 and any equivalent text and data mining exception. We may investigate violations, suspend or terminate access, remove content and cooperate with law enforcement, without notice.

4. Intellectual property

The Sites and their content, including text, graphics, logos, images, video, audio, software, data and the selection and arrangement of content, are owned by or licensed to MBody AI and protected by the copyright, trademark and trade secret laws of the United States, Canada, Israel and other countries. Except for the license in Section 3, these Terms grant you no right in them.

MBODY AI, the MBody AI logo, MBODY AI ORCHESTRATOR and our other product and service names are unregistered trademarks or trade names of MBody AI or its affiliates, and applications may be pending. Other names and logos on the Sites, including those of our customers and partners, belong to their owners. Nothing on the Sites grants any license to use a trademark without its owner's written permission.

5. Investor relations content

The investor relations pages, including ir.mbody.ai, are for information only. Nothing on the Sites is an offer to sell or a solicitation of an offer to buy any security, and no security will be sold in any jurisdiction where that would be unlawful. Any offering will be made only by a prospectus or other offering document meeting the requirements of applicable securities laws. Nothing on the Sites is investment, financial, legal, tax or accounting advice, or a recommendation to buy, sell or hold any security. Consult your own advisors.

5.1 Forward-looking statements

The Sites contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, Section 21E of the Securities Exchange Act of 1934 and the Private Securities Litigation Reform Act of 1995, and forward-looking information under applicable Canadian securities laws. They include statements about our strategy, plans, expected growth, expansion into new sectors, anticipated deployments and customer relationships, and future financial or operating performance, and are often identifiable by words such as "anticipate," "believe," "expect," "intend," "plan," "will," "may" and "target." They rest on current expectations and assumptions and are subject to risks and uncertainties that could

cause actual results to differ materially, including those described under "Risk Factors" in our most recent annual report on Form 20-F and our other filings with the Securities and Exchange Commission (the "**SEC**"). Forward-looking statements speak only as of the date made, and we undertake no obligation to update them except as the law requires.

5.2 Historical materials and SEC filings

Press releases, presentations, webcasts, transcripts and other materials on the Sites speak only as of their dates. Leaving them available does not mean they remain accurate or that we have updated them. Materials describing Check-Cap Ltd. before it completed its business combination with MBody AI Corp. on August 26, 2026 describe a different business and should not be read as describing MBody AI. Our filings with the SEC, available at www.sec.gov, are the authoritative source of information about the Company; copies posted on the Sites are for convenience only and the EDGAR version controls. As a foreign private issuer we file annual reports on Form 20-F and furnish reports on Form 6-K, and are not subject to the same disclosure requirements as US domestic issuers.

5.3 Market data and analyst coverage

Stock quotes, charts, historical prices, filing feeds and similar market data are supplied by third-party providers, currently B2i Technologies and its data sources, may be delayed, and come with no warranty of any kind. We do not endorse and are not responsible for any analyst's opinions, estimates or forecasts shown on or linked from the Sites; any list of analysts is informational and does not represent our views.

5.4 Investor email alerts

By subscribing to alerts you consent to receive electronic communications from us and our investor relations providers about press releases, filings, events and other Company news. Alerts are a convenience and may not be timely or complete. Unsubscribe using the link in any alert. Our Privacy Policy governs our use of your information.

6. Feedback

If you send us suggestions, comments or ideas about our business, our products or the Sites, we may use them for any purpose without obligation, compensation or attribution, and you grant us a perpetual, irrevocable, worldwide, royalty-free, sublicensable license to do so. Do not send us confidential information through the Sites. This Section does not apply to personal information, which our Privacy Policy governs, or to anything provided under a written confidentiality agreement with us.

7. Third-party websites

The Sites link to and embed third-party services, including EDGAR, Nasdaq, our transfer agent, webcast and video platforms and our pages on LinkedIn, X, Instagram and Facebook. We do not control or endorse them and are not responsible for them. Your use of them is at your own risk and subject to their terms and privacy policies.

8. Disclaimer of warranties

THE SITES AND THEIR CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE FULLEST EXTENT PERMITTED BY LAW, MBODY AI AND ITS AFFILIATES, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS AND SERVICE PROVIDERS (THE "**MBODY AI PARTIES**"), DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ACCURACY. WE DO NOT WARRANT THAT THE SITES WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY CONTENT IS ACCURATE, COMPLETE OR CURRENT. DESCRIPTIONS OF OUR PRODUCTS, PLATFORM, CAPABILITIES AND PERFORMANCE ON THE SITES ARE GENERAL INFORMATION ONLY; THEY FORM NO PART OF ANY CONTRACT AND ARE NOT A WARRANTY OR REPRESENTATION ABOUT ANY PRODUCT OR SERVICE. SOME JURISDICTIONS DO NOT ALLOW CERTAIN EXCLUSIONS, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU.

9. Limitation of liability

TO THE FULLEST EXTENT PERMITTED BY LAW, THE MBODY AI PARTIES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, GOODWILL OR BUSINESS OPPORTUNITY, OR FOR ANY INVESTMENT OR TRADING LOSS, ARISING OUT OF OR RELATING TO THE SITES OR ANY CONTENT ON THEM, WHETHER IN CONTRACT, TORT, STATUTE OR OTHERWISE, AND WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY. OUR AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE SITES OR THESE TERMS WILL NOT EXCEED ONE HUNDRED US DOLLARS (US\$100). THESE LIMITS ARE A FUNDAMENTAL BASIS OF THE BARGAIN AND APPLY EVEN IF A LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU. NOTHING HERE LIMITS ANY LIABILITY THAT CANNOT BE LIMITED BY LAW, INCLUDING UNDER THE US FEDERAL SECURITIES LAWS.

10. Indemnification

You will defend, indemnify and hold the MBody AI Parties harmless from all claims, liabilities, damages, losses, costs and expenses, including reasonable attorneys' fees, arising out of your breach of these Terms, your misuse of the Sites, or your violation of any law or third-party right. We may assume the exclusive defense and control of any indemnified matter, and you will cooperate with it.

11. Governing law and disputes

These Terms and any dispute arising out of them or the Sites are governed by the laws of the State of Nevada and the federal laws of the United States applicable there, without regard to conflict-of-laws rules. The state and federal courts in Clark County, Nevada have exclusive jurisdiction, and you submit to their jurisdiction and waive any objection based on inconvenient forum. We may still seek injunctive or other equitable relief to protect our intellectual property in any court of competent jurisdiction.

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND MBODY AI EACH WAIVE TRIAL BY JURY AND THE RIGHT TO BRING OR PARTICIPATE IN A CLASS, COLLECTIVE OR REPRESENTATIVE ACTION. Claims must be brought individually. If the class waiver is unenforceable as to a claim, it is severed as to that claim only. Any claim must be filed within one year after it arises or it is barred, except where the law does not permit

that limit. Nothing in this Section limits any right you have under the securities laws of the United States, Canada or any other jurisdiction to bring a claim in the forum those laws provide.

12. International use, export and sanctions

We control the Sites from the United States and make no representation that they are appropriate or available elsewhere. If you access them from outside the United States, you do so on your own initiative and are responsible for complying with applicable local law. You may not use the Sites in violation of applicable export control or sanctions laws.

13. Termination

We may terminate or suspend your access to the Sites at any time, with or without cause or notice. Any provision that by its nature should survive termination will survive.

14. General

Entire agreement. These Terms and any additional terms posted on specific pages are the entire agreement between you and MBody AI about the Sites. **Severability.** An invalid or unenforceable provision is enforced to the greatest extent permitted and the rest remains in force. **No waiver.** Not enforcing a provision is not a waiver of it. **Assignment.** You may not assign these Terms without our written consent; we may assign them freely, including to an affiliate or a successor. **Third-party beneficiaries.** The MBody AI Parties are intended beneficiaries of Sections 8 through 10; no one else has rights under these Terms. **Electronic communications.** When you request or agree to receive a communication from us electronically, you agree that it satisfies any legal requirement that the communication be in writing. This does not change your marketing choices under our Privacy Policy or applicable law. **Language.** These Terms are drafted in English; any translation is a convenience and the English version controls to the extent the law permits. **Headings.** Headings are for convenience and do not affect interpretation.

15. Contact

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