

Terms and Conditions

Use of the website located at <https://pod.pod.medpod.net>, <https://amp.amp.medpod.net> and <https://us.etrogsystems.com/etrogsystems> (or such other urls with respect to Medpod and Etrog, as those terms are defined below, the "Website") and/or any of the Medpod and Etrog Applications (each an "App") and the platform contained on the Website and/or App and devices supplied by Medpod and Etrog or on its behalf (together, the "Platform") are subject to the Terms and Conditions set forth below which may be changed and amended by Medpod Inc. and Etrog Systems Ltd. ("Medpod", "Etrog" or "Company" or "Us" or "We" as applicable) from time to time. These Terms and Conditions constitute a binding agreement (the "Agreement" or "Terms") between you ("You" or "User") and Us.

By choosing to use the Platform, you agree to abide by all terms and conditions of this Agreement. Medpod and Etrog may change, add or remove portions of this Agreement at any time, in its sole discretion without notice nor liability.

If any of these rules or their future changes are unacceptable to you, you should immediately cease to use or view the Website and/or App and its contents, including the Platform. Your use or continued use of the Platform ("**Services**"), now or following the posting of notice of any changes in these Terms and Conditions, will indicate acceptance by you of such then existing rules, changes, or modifications.

1. General

- 1.1 As a condition for use of the Platform, User must register in the Platform and agree to the Terms. By clicking on the Log In tab you agree to be bound by the Terms.
- 1.2 The Company reserves the right to update and change these Terms at any time. Any changes to the Terms shall be notified to User. Should User not agree to the revised Terms, User is prohibited from using and/or accessing the Platform via the Website and/or App. It is hereby clarified that continued use of the Platform shall constitute User's consent to the revised Terms.
- 1.3 This Agreement will apply indefinitely any prospective termination by either party will be subject to the Terms. The User may discontinue use of the Platform at any time and such discontinuation shall constitute termination of the Services, effective as of the date that the Company receives User notice of termination. Notwithstanding the aforementioned, discontinuation of the Platform or other termination of these Terms and the Services, does not impact User's obligations as they are outstanding as of such termination nor our rights and provisions which expressly survive termination shall continue to be binding on the User.
- 1.4 These Terms apply to all parts of the Platform, content, and/or products and services provided thereby.
- 1.5 Words and defined terms denoting the singular include the plural and vice versa and the use of any gender shall be applicable to all genders.
- 1.6 If any provision of these Terms shall be judicially determined to be invalid, illegal

or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

2. Access to Platform

- 2.1. Access to the Platform is contingent upon User providing personal, including medically confidential, information and may involve the assignment of a username and/or password, all at the Company's sole and absolute discretion. User agrees that the User is only entitled to one username and such username is personal, non-transferrable and non-assignable. Moreover, User undertakes not to share/reveal its username nor password to any other party.
- 2.2. When submitting personal information upon registration or otherwise, User agrees that the Company may retain, use and/or transfer the information at the Company's sole discretion.
- 2.3. Following registration for a Platform account, User is solely liable for maintaining the confidentiality of such account and password and for restricting access to the Platform. User agrees to accept liability for all activities that occur under the User account or password. Company cannot and will not be liable for any loss or damage arising from User's failure to comply with these obligations. Company reserves the right to delete or change any username or password at any time and for any reason.

3. Platform Services

- 3.1. The Platform is intended to be used for measuring, displaying, reviewing and storing of medical information of adults. The Platform is not intended to substitute for a hospital diagnostic ECG device and is only to be used strictly in compliance with doctors' orders. The purpose of the Platform is to provide remote measuring, monitoring, and streaming of adult patients' medical data to health professionals (the "**Purpose**"). Any use of the Platform by User that deviates from this Purpose or any provisions of these Terms, will be deemed a misuse of the Platform and subject the User's account to immediate termination.
- 3.2. By registering for the Platform, the User declares that s/he is over 18 years old and has the required legal capacity to use the Platform.
- 3.3. The Platform and/or its contents shall not be used in any way to hurt and/or harm any person, their privacy and/or any other rights, and use of the Platform and/or the content that contravenes these Terms and/or the provisions of any law, practice or public regulation, will not be tolerated nor permitted.
- 3.4. Company reserves the right to report to the relevant authorities any breach of these Terms, improper use, or any other illegal and/or abusive behavior.
- 3.5. Any use of the Platform and/or the content contained therein is for personal use only, and other use, including business, marketing or commercial use shall not be allowed, unless otherwise permitted by the Company with express, advanced,

written consent. Any such consent granted by the Company shall be non-transferable.

- 3.6. Any such consent shall not be used to derogate from the Company's rights, including ownership rights in particular and intellectual property rights in general, and will not imply any act or omission of the Company for any consent to transfer and/or use of any intellectual property or other right of the licensee or to another person.
- 3.7. Use of the Platform by User must be within "reasonable" limits. For this purpose, reasonable use shall be as defined by any applicable law. The User may not make nor alter any content or make any other modification on the Platform, including but not limited to any accompanying devices, accessories, hardware and/or software.
- 3.8. Company reserves the right to block any User from using the Platform that does not comply with these Terms and/or uses the Platform for illegal purposes, including hacking, harassment and/or impersonation, and any conduct that the Company deems offensive.
- 3.9. The Company may change, add, subtract, delete, alter and/or update from time to time the contents and/or the appearance of the Platform and/or how it is used and/or the products and/or devices contained therein, without prior notice and at the Company's sole discretion.

4. Platform Advertisements

- 4.1. Company reserves the right to include in the Platform any content that constitutes an advertisement by the Company and/or by any third party and/or any other commercial content (the "**Advertisements**").
- 4.2. The advertisers shall be solely liable for any information and/or content displayed and/or provided by the Advertisements that appear in the Platform and/or shall be sent to the Platform's Users and the Company shall not bear any liability in this regard.
- 4.3. Images or illustrations appearing in the Platform are for illustration purposes only and the Company shall not bear any liability in this regard.

5. Content Availability

If there are any malfunctions of any kind whatsoever in the Platform, which may prevent or impede access to and/or use of the Platform, including due to communication difficulties and/or routine maintenance and/or other reasons, and the use of the Platform may be terminated and/or discontinued without completion or retention and the Company will be exempt from any liability in this regard. The User is solely liable for preserving any information that it may require from the Platform.

6. Device Function

Without derogating of the foregoing, User acknowledges that in some cases, the use of the Platform depends on the proper functioning of a mobile device and the components contained therein, including but not limited to device audio and video communication technology, as well as an internet connection. User understands and acknowledges that the quality, inaccuracy, disruption or malfunction of the foregoing may interfere with use of the Platform. Company shall be exempt from any claim regarding any malfunction resulting from use of the Platform through a defective device or a mobile device that does not support the Platform.

Use of the Internet is solely at User's own risk and is subject to all applicable state, national and international laws and regulations. Neither Company nor its affiliates will be liable for any loss resulting from a cause over which they do not have direct control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, natural disasters, strikes or other labor problems, wars, or governmental restrictions.

Company makes no representation that content provided on the Platform is applicable or appropriate for use in any location outside of the United States. Company assumes no responsibility for User's use of any of the content provided on the Platform.

7. No Medical Services or Advice/HIPPA

Nothing contained, expressed or implied in the Platform is intended as, nor shall be construed as, medical advice. No doctor-patient relationship is established between Company and User by way of use of the Platform or under any circumstances whatsoever. Individual inquiries about medical issues, or sensitive or confidential matters should be addressed to appropriate health care professionals.

With respect to the Health Insurance Portability and Accountability Act ("**HIPAA**"), User hereby authorizes Etrog and **Medpod Inc.** and its distributors (together, "**Medpod**") to use any medical/health information obtained by Etrog or Medpod through use of the Platform by or on behalf of User and agrees that Etrog and Medpod may release any of such information, whether or not protected, to third parties provided that User may cancel this authorization prospectively upon prior written notice to Medpod and Etrog. User understands that information used or stored by Etrog and Medpod regarding the User, may be protected information yet User authorizes Etrog and Medpod to use the information and to share the information with others at its discretion, so long as it complies with HIPPA rules relating to Protected Health Information (PHI).

8. No Legal Advice

Nothing contained, expressed, or implied in the Platform is intended as, nor shall be construed or understood as, legal advice, guidance, or interpretation. No attorney-client relationship is established between Company and User by way of use of the Platform or

under any circumstances whatsoever. If User has questions about any law, statute, regulation, or requirement expressly or implicitly referenced in the Platform, User should contact his/her own legal counsel.

9. Confidentiality

Please be advised that the confidentiality of any communication or material transmitted to the Company via the Platform cannot be guaranteed, including not limited to personal information, medical information, and location tracking.

You acknowledge and agree that all trade secrets, patents, patent applications, copyrights, know-how, processes, ideas, inventions (whether patentable or not), formulas, computer programs, databases, technical drawings, designs, algorithms, technology, circuits, layouts, interfaces, materials, schematics any other technical, business, financial, customer and product development information and other confidential information pertaining to the Products, are the sole property of the Company and you have no proprietary rights in any of the aforesaid.

You agree not to reverse engineer, decompile, or disassemble the software nor the hardware of the Product except to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

10. Privacy Notice

User acknowledges and agrees that the Company and/or Platform shall collect and store and information that User enters on the Platform or sends to the Company in any manner. User may choose not to provide and/or to withhold certain information and understands and consents to such choice affecting and limiting various Platform features.

Patient Users acknowledge and agree that by agreeing to these Terms, User waives confidentiality, expressly including but not limited to medical confidentiality, vis-à-vis health care provider Users also using the Platform.

The Company releases User account and other information when Company believes release it is appropriate to comply with the law; enforce or apply our Terms and other agreements; or protect the rights, property, or safety of the Company and/or the Platform, the Users, and/or others.

You grant to the Company access to your medical/health condition, you are aware of the provisions of HIPAA regulations and you hereby waive any and all claims against the Company, its shareholders, directors, managers and representatives in that regard.

11. Disclaimer of Warranty and Liability

USE OF THE PLATFORM IS ENTIRELY AT USER'S OWN RISK. NEITHER COMPANY NOR ITS AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS AND REPRESENTATIVES ARE RESPONSIBLE FOR THE CONSEQUENCES OF RELIANCE ON ANY INFORMATION CONTAINED IN OR SUBMITTED TO THE PLATFORM, AND THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH THE USER. THE PLATFORM IS PROVIDED "AS IS"

WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NOR NON-INFRINGEMENT. UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, NOR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUES OR LOST PROFITS, WHICH MAY RESULT FROM THE USE OF, ACCESS TO, OR INABILITY TO USE THESE MATERIALS AND/OR THE PLATFORM OR PLATFORM INFORMATION.

UNDER NO CIRCUMSTANCES WILL THE TOTAL LIABILITY OF COMPANY TO YOU EXCEED THE PRICE PAID BY YOU TO THE COMPANY FOR USE OF AN INDIVIDUAL PLATFORM.

USE OF THE PLATFORM IS NOT APPROPRIATE FOR EMERGENCIES. IF YOU THINK YOU HAVE A MEDICAL OR MENTAL HEALTH EMERGENCY, OR IF AT ANY TIME YOU ARE CONCERNED ABOUT YOUR CARE OR TREATMENT, CALL 911 OR GO TO THE NEAREST OPEN CLINIC OR EMERGENCY ROOM.

User acknowledges and agrees that Company's suppliers are third-party beneficiaries of these Terms, with the right to enforce the limitations of warranty and liability set forth herein with respect to the respective Platform technology of such suppliers and Company.

12. Relationship of Parties

- 12.1. User acknowledges that nothing in these Terms herein shall be construed to create a partnership, joint venture, or agency relationship between us and you.
- 12.2. User recognizes that the Platform serves to link between medical patients and health professionals. The Company shall have no vicarious liability for any damage caused by the information input and/or output entered by the User in the Platform and any action and/or inaction of User and/or medical/health professionals caused thereby.
- 12.3. Company shall not be liable for any contractual and/or tort liability or any other liability for use and/or misuse of the Platform and/or its implementation and/or its contents, including without limitation, any theft, burglary, physical injury, property damage, and/or third party liability nor for an injury incurred by the User in connection, both direct and indirect with the Platform, including but not limited to any Platform accessory and/or device.
- 12.4. Company shall not be liable for any content actively or passively provided or entered by the User, its legality, correctness, dependability, accuracy, completeness or any file attached thereto, and any damage, loss, pain and suffering and/or results caused, directly or indirectly, to the User and/or to third parties.
- 12.5. Company will not be liable for any damages due to use of the Platform and/or damages caused by the content being published by the User.
- 12.6. Saving and use of User's content is subject to the provisions of the relevant laws and these Terms.

- 12.7. The User hereby declares that any liability and risk for any damage and/or loss incurred as a result of using the Platform shall be borne by the User, including but not limited to physical accidents, mental anguish and/or any material damage. It should also be noted that using your mobile device while driving is prohibited and dangerous to User and to User's environment, and the Company will not be held responsible for any damage that may be caused by using the Platform through the mobile device while driving.

13. Indemnity

User undertakes to indemnify and compensate the Company and/or its stockholders, directors, officers and representatives for any act and/or default that caused the Company and/or third party direct and/or indirect damage, loss, loss of profit, payment or expense, whether or not due to these Terms and regardless of whether the User violated any law or due to any claim or action taken by any third party.

14. Governing Law

The provisions of these Terms and all actions arising out of or in connection with these Terms shall be governed by and construed in accordance with the laws of the State of Israel. All disputes, differences or questions arising out of or relating to these Terms, or pertaining to their validity, interpretation, breach or violation shall be decided exclusively by the appropriate court sitting in New York, New York, USA.

MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties, and supersedes all prior written or oral agreements or communications with respect to the subject matter herein. If any term in this Agreement is declared unlawful, void or for any reason unenforceable by any court, then such term will be deemed severable from the remaining terms and will not affect the validity and enforceability of such remaining terms. The section headings in this Agreement are for convenience only and must not be given any legal import.

TRADEMARKS

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