

TeleHealth Alert Device, Inc.

Terms of Use

IMPORTANT

These Terms of use (the “Agreement”) are a legal agreement between You (either an individual or an entity) and TeleHealth Alert Device, Inc. (THAD) regarding the access and use of THAD website and related Services which may include user or other documentation that is available “on-line” or in other modes of electronic form (the “Content”). In addition, parts of THAD Services may be subject to additional terms and conditions of use from those contained herein and such terms shall be incorporated herein.

Definitions

“Account” means a user’s subscription and/or means to access the System.

“Applicable Law(s)” means all applicable laws, regulations, rules, and guidance to which you are subject, whether by jurisdiction or organizational affiliation, including, but not limited to, any ethics or institutional review board (IRB) requirements, or institution or office/practice policies, or procedures.

“Content” means data and electronic information of any kind, including but not limited to text, digital images and metadata, uploaded or otherwise provided to/by the Services and/or the Website.

“Personal Data” means information that identifies you personally as a User of the System and all pertinent information concerning you and your use of the System.

“Services” means the THAD website, portal and all apps and software operated by THAD;

“THAD SaaS” means THAD Software as a Service products, namely THAD Platform and Mobile App

“User” means you and any other User of the Services.

“User ID” means a unique User identification used by a User to access the Services.

“Website” means the websites and social medial platforms of THAD.

YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS OF USE (the “Terms”) BEFORE USING THE THAD SERVICES. BY DOWNLOADING AND/OR USING THE THAD SERVICES, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS, DO NOT DOWNLOAD OR USE THE APPLICATION.

Any information that THAD collects through Your use of the App is subject to the RPM Privacy Policy, which is part of these Terms.

By continuing to use the Website, Software Portal and/or Mobile Application, You agree as follows:

1. You are at least 18 years old or have been legally emancipated;
2. You understand and intend that this Agreement is a legally binding agreement and the equivalent of a signed, written contract;
3. You will use the Website, Software Portal and/or Mobile Application in a manner consistent with applicable laws and regulations and these Terms of Use, as they may be amended by THAD from time to time; and
4. You understand, accept, and have received these Terms of Use, and acknowledge and demonstrate that You can access these Terms of Use at will.

If You do not agree with and accept the terms, please discontinue all further use of the Website and Application. Do not continue the installation process and immediately delete all installed files, if any, of the Application from Your device.

ARBITRATION NOTICE: EXCEPT IF YOU OPT-OUT AND EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE DISPUTE RESOLUTION SECTION BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND THAD WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. YOU CAN OPT OUT OF THE AGREEMENT TO ARBITRATE BY CONTACTING compliance@telehealthalert.com WITHIN 30 DAYS OF ACCEPTING THESE TERMS.

Terms of Use

Effective: November 2019

Last Updated: October 2019

These Terms of Use ("Terms of Use" or "Terms") are a legal contract between you ("You/Your" or "User") and TeleHealth Alert Device, Inc. ("Us" or "We" or "THAD"), operators of the THAD Software Portal and Mobile Application (the "Application"), and govern Your use of the Application, the THAD website (the "Website"), and all of the text, data, information, graphics, software, photographs, functionality, and more (all of which We refer to as the "App"). These Terms apply to individuals (including but not limited to care providers, patients and caregivers) accessing the App. By accepting these Terms of Use and using the App, you acknowledge that you have read, understand, and agree to these Terms and Our Privacy Policy. Any capitalized terms not defined in these Terms are defined in the Privacy Policy.

What is the App?

Section 1

The App is intended to provide a convenient platform for (1) **patients** to use to collect and record data, and electronically communicate that information to their healthcare provider(s), and (2) **providers** at different locations to monitor physiologic metrics for the purpose of managing patient care. **It is not intended for use by healthcare providers or patients for continuous patient monitoring in such a way that would allow immediate clinical action in an emergency but is rather a method of transferring data and communicating notifications or messages to and from providers, patients and caregivers remotely.**

You may access and use the App only in accordance with these Terms, and You agree to comply with all applicable laws, rules, and regulations, including any other policies incorporated into these Terms, such as Our Privacy Policy.

What does THAD and the THAD App NOT provide?

Section 2

We do NOT provide medical advice

THE APP CANNOT AND IS NOT DESIGNED, INTENDED, OR APPROPRIATE TO REPLACE THE RELATIONSHIP BETWEEN HEALTH CARE PROFESSIONALS AND PATIENTS OR TO ADDRESS SERIOUS, EMERGENT, OR LIFE-THREATENING MEDICAL CONDITIONS AND SHOULD NOT BE USED IN THOSE CIRCUMSTANCES.

PATIENTS: If at any time You are concerned about Your care or treatment, or You believe or suspect or someone else advises You that You have a serious or life-threatening condition, call 9-1-1 in areas where that service is available, or go to the nearest emergency room.

Any medical advice provided by a provider and/or clinician using information from the App is based on the personal health data You provide. If You do not provide complete and accurate personal health information, the medical advice You receive may not be accurate or appropriate. Questions and information collected through the App are designed for informational and/or research purposes and to identify potential patterns in symptomologies and treatments; the App and/or any data derived from the App are in no way intended to replace the independent clinical judgment of a qualified healthcare professional.

FURTHER, A PROVIDER'S OR RESEARCHER'S USE OF OUR APPLICATION IS NOT AN ENDORSEMENT OR RECOMMENDATION OF SUCH PROVIDER OR RESEARCHER BY US. THE MEDICAL ADVICE PROVIDED TO YOU BY YOUR HEALTHCARE PROVIDER OR ANY OTHER PROFESSIONAL IS NOT UNDER OUR CONTROL, NOR DO WE PROVIDE IT TO YOU OR USE IT.

We do not confirm the credentials of any healthcare professional using the App. We do not validate that any such persons are in good standing with their respective licensure board(s) or that they are using the App in accordance with laws applicable to the practice of medicine. It is YOUR responsibility to separately confirm that a healthcare provider is in good standing with his or her respective licensing board(s) and to exercise whatever other due diligence You feel appropriate in selecting and maintaining Your choice of healthcare professionals.

General information available through the App about medical conditions, symptomology, available drugs, treatment options, or other general information such as educational articles and videos is provided for general educational purposes only. Never disregard, avoid, or delay in obtaining medical advice from a physician or other qualified healthcare professional because of something contained in the App. If You have or suspect that You have an urgent medical problem or condition, please contact a qualified healthcare professional immediately or call 911.

We are NOT an insurance billing company

While we provide a convenient platform for healthcare providers to track information that may allow them to provide certain services that may or may not be reimbursable by federal or state health insurance payors, we are not billing experts and that any information provided to you with respect to billing is for informational purposes only and should not be relied upon or construed to guarantee reimbursement of any services.

Who is eligible to use the App?

Section 3

As a patient, You must sign an Informed Consent for Remote Patient Monitoring ("RPM") Services agreeing to, among other things, receiving RPM services by your physician and

accepting the risks associated therewith; as a provider you must agree to the terms and conditions of our Remote Care Platform Services Agreement (or similar agreement) and related documents; accordingly, you will then be able to register to create an account (“User Account”) and become a “Registered User” to use the App. To register, You must either (i) create a username and password and provide Your name, Your email address or phone number, and other information specified in the registration form (“Registration Data”), or (ii) have provided similar information previously and been issued a one-time user code. You may change or correct information from Your account by logging into Your User Account directly and making the desired changes. You agree not to create or register for a User Account on behalf of an individual other than Yourself unless You are legally authorized to bind such person to these Terms. By registering another person, You hereby represent that You are authorized to do so.

By registering for an account and using the App, **You represent and warrant:**

1. That You are at least 18 years old and are otherwise legally qualified to enter into and form contracts under applicable law;
2. Your registration data is true, accurate, current, and complete;
3. You will update Your registration data as needed to maintain its accuracy;
4. You are authorized to create an account (either for Yourself or another person);
5. **By using the App, You represent and warrant that You have legal authority to share Your health data and other Personal Data (as that term is defined in the Privacy Policy) with Us. Our use of the information You provide to Us via the App is subject to the Privacy Policy in effect at the time we use it;** and
6. You are not located in a country that is subject to a U.S. Government embargo or that is designated by the U.S. Government as a “terrorist supporting” country, and You are not listed on any U.S. Government list of prohibited or restricted parties.

NOTE: THIS AGREEMENT IS VOID WHERE PROHIBITED BY LAW. DO NOT USE THE APP WHERE PROHIBITED BY LAW. YOU UNDERSTAND THAT YOUR USE OF THE APP MAY INVOLVE OR REQUIRE THE TRANSMISSION OF SIGNIFICANT AMOUNTS OF DATA. YOU ARE RESPONSIBLE FOR ALL DATA CHARGES THAT MAY BE CHARGED BY YOUR WIRELESS CARRIER OR INTERNET SERVICE PROVIDER OR THAT MAY OTHERWISE ARISE FROM YOUR USE OF THE APP.

[How will THAD Health tell me if they change these Terms?](#)

Section 4

With the exception of the Arbitration Agreement included at the end of these Terms, THAD reserves the right to change or modify these Terms at any time without prior notice to You. If

we materially change or modify these Terms, we will let You know by (1) posting a new version to the App; and/or (2) posting a change notice on our Website and/or Application.

If You continue to use the App after we have let You know that we have made changes, You agree to be bound by the modified Terms. If You do not accept the changes, You should immediately stop using the App and delete all files associated with the App on Your computer and/or mobile device.

Who owns The App?

Section 5

THAD owns the rights granted to you with respect to the App and all materials You access through the App or Website. Subject to Your compliance with these Terms, THAD grants You a non-exclusive, non-sublicensable, revocable, non-transferable license to use the App through the Website or by downloading and installing the Application. THE APP IS FOR YOUR PERSONAL AND NON-COMMERCIAL USE ONLY. You may not use the App for any other purpose than what is allowed under these Terms without THAD's express written permission.

You may not use THAD's name, trademarks, service marks, or logos, or those of third parties appearing on the App in any advertising or publicity or to otherwise indicate THAD or such third party's sponsorship or affiliation with any product or service without express written permission from THAD or such third party.

You own Your Personal Data and any other content You post on or through the App. If you are entering someone else's information into the App, you represent and warrant that you have permission to do so. For us to provide You with the App, You grant to THAD a perpetual, non-exclusive, fully paid and royalty-free, transferable, sublicensable, worldwide license to use Your content for the purpose of providing the App, subject to the restrictions in the Privacy Policy. You also agree to allow THAD to de-identify and anonymize Your content, including without limitation, Your personal health information in accordance with Our Privacy Policy, and to use or disclose such de-identified information for any purpose.

App Store & Google Play

If you downloaded the Applications from the Apple App Store or Google Play (the "App Provider"), by agreeing to this Agreement, you acknowledge that you understand and agree to the following:

1. this Agreement is only between You and THAD, and not between You and the App Provider, and only THAD is responsible for the Applications (not the App Provider);
2. the App Provider has no obligation to furnish any maintenance or support services with respect to the Applications;

3. in the event of any failure of the Applications to conform to any applicable warranty, (i) you may notify the App Provider and the App Provider will refund the purchase price for the Applications to you (if applicable), (ii) to the maximum extent permitted by applicable law, the App Provider will have no other warranty obligation whatsoever with respect to the Applications, and (iii) any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be our responsibility;
4. the App Provider is not responsible for addressing any claims you have or any claims of any third party relating to the Applications or your possession and use of the Applications, including, but not limited to: (i) product liability claims; (ii) any claim that the app fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation;
5. in the event of any third party claim that the Applications or your possession and use of the Applications infringes that third party's intellectual property rights, the App Provider will not be responsible for the investigation, defense, settlement or discharge of any such intellectual property infringement claim; and
6. the App Provider, and its subsidiaries, are third party beneficiaries of this Agreement as it relates to your license of the Applications. This means that, upon your acceptance of this Agreement, the App Provider will have the right (and will be deemed to have accepted the right) to enforce this Agreement as related to your license of the Applications against you.

Apple users only: If you downloaded the Applications from the App Store, the license granted to you in this Agreement is non-transferable and is for use of the Applications on any Apple products that You own or control.

What am I not allowed to do with the App?

Section 6

THAD imposes certain restrictions on Your use of the App. While using the App, You shall not:

1. provide false, misleading or inaccurate information to THAD or to any other user;
2. impersonate, or otherwise misrepresent affiliation, connection or association with any person or entity;
3. use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars, or intelligent agents) to harvest or otherwise collect information from the Website for any use, including without limitation use on third-party websites;

4. access content or data not intended for You, or log onto a server or account that You are not authorized to access;
5. violate any applicable law or regulation;
6. attempt to probe, scan, or test the vulnerability of the App, the Website, or any associated system or network, or breach security or authentication measures without proper authorization;
7. interfere or attempt to interfere with the use of the Website, the App or the App by any other user, host or network, including, without limitation by means of submitting a virus, overloading, "flooding," "spamming," "mail bombing," or "crashing";
8. forge any TCP/IP packet header or any part of the header information in any e-mail or in any uploading or posting to, or transmission, display, performance or distribution by means of, the App;
9. post or transmit any unsolicited advertising, promotional materials, "junk mail", "spam," "chain letters," "pyramid schemes" or any other form of solicitation;
10. avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by THAD, You, or any other third party (including another user) to protect the App;
11. attempt to modify, reverse-engineer, decompile, disassemble or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by THAD in providing the Website or App. Any violation of this section may subject You to civil and/or criminal liability; or
12. encourage or enable any other individual to do any of the above.

THAD is not obligated to monitor Your use of the App, but We may do so to ensure Your compliance with these Terms, and/or to respond to law enforcement or other government agencies if and when we are required to. THAD reserves the right to suspend or terminate Your use of the App without notice to You if You partake in any of the prohibited uses described above.

Who protects my login information?

Section 7

The App is designed to require users to use a one-time code provided by THAD or create a username and password to access and use the App. Your username and password are, collectively, Your "User Credentials." You are solely responsible for (A) maintaining the strict

confidentiality of Your User Credentials, (B) not allowing another person to use Your User Credentials to access the App, (C) securing any device or devices that can access the App, (D) any and all damages or losses that may be incurred or suffered as a result of any activities that occur under Your User Credentials. You agree to immediately notify THAD in writing by email of any unauthorized use of Your User Credentials, loss of an unsecure device with access to the App or any other compromise of the security of Your User Account.

THAD IS NOT AND SHALL NOT BE LIABLE FOR ANY HARM ARISING FROM OR RELATING TO THE LOSS OR THEFT OF ANY DEVICE THAT CAN ACCESS YOUR PERSONAL DATA, OR YOUR USER CREDENTIALS AND/OR ANY RESULTING ACCESS TO YOUR PERSONAL DATA, YOUR DISCLOSURE OF YOUR USER CREDENTIALS, OR THE USE OF YOUR USER CREDENTIALS BY ANOTHER PERSON OR ENTITY REGARDLESS OF WHETHER YOU WERE AWARE OF SUCH USE.

How does THAD protect my privacy?

Section 8

THAD respects the information You provide to us. Please see our Privacy Policy for an explanation of the information that we collect from You and how we use Your information that is NOT subject to the Health Insurance Portability and Accountability Act (“HIPAA”), which is the primary federal law governing the privacy of health information. By accessing or using the Website or App, or by downloading or uploading any content from or through the App, You acknowledge and agree to the provisions of the Privacy Policy and affirm that the Privacy Policy is a part of these terms.

By using the App and accepting these Terms, You acknowledge that THAD may share Your Personal Data with other users, including your healthcare provider if you are a patient (if you choose to allow this). We may share your information with third parties as described in the Privacy Policy, and will seek your consent before doing so where required by law.

We are not responsible for nor liable to You or any third party for a third party’s treatment of Personal Data, including any collection, use, disclosure, storage, loss, theft or misuse of Personal Data, whether or not such treatment violates applicable law.

EU Citizens and GDPR: Please see our Privacy Policy for specific information regarding Your rights under GDPR and THAD’s commitment to protecting those rights.

PATIENTS: Please be aware that Our Privacy Policy does not address how healthcare providers with whom You share information collected, generated, or stored via the App may further use and disclose Your health information. Your provider’s Notice of Privacy Practices should be publicly available and is usually located on their website. Our Privacy Policy does not apply to the collection, use, disclosure, or treatment of Your Personal Data directly by any provider, clinician, researcher, caregiver, or other healthcare professional and/or entity. You expressly acknowledge and agree that THAD is neither responsible for nor liable to You or any third party for the treatment of Your Personal Data by any such individual or entity, including any

collection, use, disclosure, storage, loss, theft, or misuse of Your Personal Data, whether or not such treatment violates applicable law or the provider's Notice of Privacy Practices.

Computer Equipment and Internet Access

Section 9

You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment (collectively, "Systems") necessary for You to access and use the App. This includes, without limitation, obtaining Internet services, using up to date web-browsers and the best commercially available encryption, antivirus, anti-spyware, and internet security software. You are responsible for the data security of the Systems used to access the App and for the transmission and receipt of information using such Systems. We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or Your Systems.

THERE ARE ALWAYS CERTAIN SECURITY AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET, AND YOU EXPRESSLY ASSUME SUCH RISKS.

How do I opt-out of receiving emails from THAD?

Section 10

In using the App, You may receive periodic email communications regarding the App, new product offers and information regarding the App, which are part of the App and which You cannot opt out of receiving. You may also receive periodic promotions and other offers or materials We believe might be of interest to You. You can opt-out of receiving these promotional messages at any time by (a) following the unsubscribe instructions contained in each newsletter; or (b) changing the Communications Preferences in Settings.

Third Parties and Third-Party Sites

Section 11

Certain areas or features of the App may allow You to access websites or applications that are not THAD websites or applications (collectively, "Third-Party Sites"). You acknowledge and agree that the Third-Party Sites may have different privacy policies, terms of use, user guides and/or business practices (collectively, "Third-Party Rules") than THAD, and that Your use of such Third-Party Sites is governed by the respective Third-Party Rules. THAD provides links to Third-Party Sites to You as a convenience, and We do not verify, make any representations, or take responsibility for such Third-Party Sites, including, without limitation, the truthfulness, accuracy, quality, or completeness of the content, application, links displayed, and/or any other activities conducted on or through such Third-Party Sites.

YOU AGREE THAT THAD WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, APPLICATION, INFORMATION, RESOURCES, AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD-PARTY. Any reference in the App to any product, service, publication, institution, organization of any third-party entity, or individual does not constitute or imply THAD's endorsement or recommendation.

Your Representations and Warranties

Section 12

You represent and warrant that Your use of the App will be in accordance with these Terms and all applicable laws, regulations, rules, and THAD's policies and procedures. Specifically, **YOU REPRESENT AND WARRANT THAT YOU ARE LEGALLY AUTHORIZED TO SHARE PERSONAL DATA WITH US.**

Warranty Disclaimers & Limitation of Liability

Section 13

NO WARRANTIES

THE APP IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, THAD EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. THAD MAKES NO WARRANTY THAT THE APP WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. THAD MAKES NO WARRANTY REGARDING THE QUALITY OF ANY PRODUCTS, APPLICATION, OR MATERIALS ACCESSED OR PURCHASED THROUGH THE APPLICATION OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS, OR RELIABILITY OF ANY CONTENT OBTAINED THROUGH THE APP.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM THAD OR THROUGH THE APPLICATION OR MATERIALS, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH THE APP AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE APP, INCLUDING, WITHOUT LIMITATION, PATIENTS, PROVIDERS, CLINICIANS/CAREGIVERS, OR AUTHORIZED THIRD PARTIES. YOU UNDERSTAND THAT THAD DOES NOT TAKE RESPONSIBILITY FOR SCREENING OR INQUIRY INTO THE

BACKGROUND OF ANY USERS OF THE APP, INCLUDING, WITHOUT LIMITATION, PROVIDERS AND/OR CLINICIANS/CAREGIVERS, NOR DOES THAD VERIFY OR TAKE RESPONSIBILITY FOR THE STATEMENTS OF ANY SUCH USERS OF THE APP. THAD MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE APP, INCLUDING, WITHOUT LIMITATION, PROVIDERS AND/OR CLINICIANS/CAREGIVERS.

THAD CANNOT ALWAYS FORESEE OR ANTICIPATE TECHNICAL OR OTHER DIFFICULTIES THAT MAY RESULT IN FAILURE TO OBTAIN DATA OR LOSS OF DATA, PERSONALIZATION SETTINGS, OR OTHER SERVICE INTERRUPTIONS. THAD CANNOT ASSUME RESPONSIBILITY FOR THE TIMELINESS, ACCURACY, DELETION, NON-DELIVERY OR FAILURE TO STORE ANY USER DATA, COMMUNICATIONS, OR PERSONALIZATION SETTINGS. IT IS YOUR RESPONSIBILITY TO BACKUP ANY INFORMATION YOU ENTER INTO THE THAD SOFTWARE PORTAL OR APP.

LIMITATION OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE APP REMAINS WITH YOU. NEITHER THAD NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE APP WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE PRODUCTS OR APPLICATIONS, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE APP, OR FROM ANY COMMUNICATIONS, INTERACTIONS, OR MEETINGS WITH OTHER USERS OF THE APP OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE APP, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THAD HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED IN MEETING ITS ESSENTIAL PURPOSE.

IF YOU ARE DISSATISFIED WITH THE APP OR THESE TERMS, YOUR ONLY REMEDY IS TO DISCONTINUE USING THE APP. YOU ACKNOWLEDGE THAT IF YOU USE THE APP DURING OR IN RELATION TO AN EMERGENT, SERIOUS, OR LIFE-THREATENING CONDITION, SUCH USE IS AT YOUR SOLE RISK. THAD IS NOT LIABLE TO YOU OR ANY PERSON FOR ANY DECISION MADE OR ACTION TAKEN IN RELIANCE UPON INFORMATION INCLUDED IN THE APP. THAD IS NOT LIABLE TO ANY USER OR PERSON FOR ANY HARM CAUSED BY THE NEGLIGENCE OR MISCONDUCT OF ANY PROVIDERS OR CLINICIANS/CAREGIVERS, WHETHER OR NOT RELYING UPON INFORMATION COLLECTED, GENERATED, OR STORED VIA THE APP. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH STATES, THAD'S LIABILITY IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED \$100.00. ANY CLAIM ARISING

FROM THE USAGE OF THE APP MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE OCCURRENCE OF THE EVENT FROM WHICH THE CLAIM AROSE.

Indemnification

Section 14

You agree to indemnify, defend and hold harmless THAD, its clients, and its suppliers and their respective affiliates, employees, officers, directors, agents, servants and representatives of each from any liability, loss, claim, suit, damage, and expense (including reasonable attorneys' fees and expenses) arising out of or in any way connected with Your access to or use of App, Your violation of these Terms or any negligent or wrongful conduct by You or related to Your account by You or any other person accessing the App through Your account, regardless of whether You were aware of such use

How do I provide feedback and who owns it?

Section 15

We welcome and encourage You to provide feedback, comments, and suggestions for improvements to the App (“Feedback”). You may submit Feedback by e-mailing Us at [insert email address]. You acknowledge and agree that if You submit any Feedback to Us, You hereby grant to Us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sub-licensable, and transferable license under any and all intellectual property rights that You own or control to use, copy, modify, create derivative works based upon, and otherwise exploit the Feedback for any purpose.

How and when can my account be terminated?

Section 16

If You breach any of these Terms, we may suspend or disable Your account or terminate Your access to the App without prior notice to You. There may be other instances where We may need to terminate Your access to the App that are not related to any of Your actions or inactions. We reserve the right to terminate Your access to and use of the App and materials at any time, with or without cause.

If You wish to terminate Your account, please contact THAD at info@telehealthalert.com, immediately discontinue Your use of the App, and delete all files associated with the App from Your computer or mobile device.

Arbitration Agreement

Section 17

You agree that any dispute between You and THAD arising out of or relating to these Terms will be governed by the dispute resolution procedure outlined below. We want to address Your concerns without needing a formal legal case, so We have included a tiered dispute resolution process.

Before filing a claim against THAD, You agree to try to resolve the dispute informally by contacting [insert email address]. We will try to resolve the dispute informally by contacting You through email. If a dispute is not resolved within 15 days after submission, You may bring a formal proceeding, as outlined below.

In the event of any controversy or claim arising out of or relating to these Terms or a breach of these Terms, You must first attempt to settle the dispute with non-binding mediation through the American Health Lawyers Association (“AHLA”).

You shall, in writing, join THAD in a joint demand for mediation and afterward jointly select a suitable mediator from the AHLA roster. If You and THAD cannot agree upon a mediator, the AHLA shall designate one. The mediation will be conducted according to the AHLA’s Agreement to Mediate. The findings, conclusions, and recommendations of the mediator shall be non-binding, confidential, and inadmissible in arbitration or any other subsequent proceeding. Either You or THAD shall have the right to bypass mediation and/or reject the Mediator’s findings, conclusions, and recommendations. In which event, all claims and disputes shall be exclusively, fully, and finally resolved using binding arbitration through the AHLA. You and THAD agree to employ three (3) arbitrators (the “Panel”), where one arbitrator (1) is selected by You, one (1) is selected by THAD, and the third (3rd) is selected by mutual consent of You and THAD. If You and THAD cannot agree upon the third arbitrator, the first two (2) arbitrators chosen shall select the third arbitrator. The selection decision shall be binding.

The arbitration shall be conducted by telephone, online, and/or be solely based on written submissions—the specific manner to be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties. Any judgment on the award rendered by the Panel may be entered in any court of competent jurisdiction.

You and THAD shall each pay 50% of all mediator and/or arbitrator costs, expenses, and fees incurred in connection with mediating and/or arbitrating under these Terms.

Any claim or dispute arising under these Terms must be initiated for mediation and/or arbitration within two (2) years from its accrual date. Any claim or dispute initiated two (2) years or longer from its accrual date shall be time-barred and dismissed.

Exceptions to Agreement to Arbitrate: THAD may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the App or infringement of intellectual property rights (for example, trademark, trade secret, copyright, or patent rights) without first engaging in the informal dispute-resolution process described above.

YOU MAY ONLY RESOLVE DISPUTES WITH THAD ON AN INDIVIDUAL BASIS, AND MAY NOT BRING A CLAIM AS A PLAINTIFF OR A CLASS MEMBER IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT ALLOWED UNDER THESE TERMS OF USE.

Notwithstanding the above, You can decline or “opt out” of the alternative dispute resolution process described above by contacting [insert email address] within 30 days of first accepting these Terms and stating that You (first and last name) decline this dispute resolution process.

YOU UNDERSTAND AND AGREE THAT, BY NOT OPTING-OUT OF THE ALTERNATIVE DISPUTE RESOLUTION PROCESS DESCRIBED, YOU WAIVE ANY RIGHT TO JURY TRIAL TO WHICH YOU MAY OTHERWISE BE ENTITLED IN CONNECTION WITH ANY ACTION OR LITIGATION IN ANY WAY ARISING OUT OF OR RELATED TO THESE TERMS OF USE.

If You opt-out of the dispute resolution process described in this section, or if any matter is otherwise determined not to be subject to such dispute resolution process, You hereby submit to the exclusive jurisdiction of any state or federal court sitting in the State of Nevada within twenty-five (25) miles of Las Vegas, Nevada, in any legal proceeding arising out of or relating to these Terms. You agree that any and all claims and matters arising out of these Terms, unless subject to the dispute resolution process described above, may be heard and determined in any such court, and You hereby waive any right to object to such filing on grounds of improper venue, forum non-conveniens, or other venue-related grounds, unless such objection asserts that the claim or matter in dispute is subject to determination through the dispute resolution process described above.

General Contract Terms

Section 18

These Terms, the Privacy Policy, and any other terms incorporated herein by reference, constitute the entire and exclusive understanding and agreement between THAD and You regarding the App, and these Terms supersede and replace any and all prior oral or written understandings or agreements between THAD and You regarding the App.

GOVERNING LAW

These Terms shall be governed by the laws of the State of Nevada without reference to its conflict of laws provisions.

ASSIGNMENT

You may not assign or transfer these Terms, by operation of law or otherwise, without THAD’s prior written consent. Any attempt by You to assign or transfer these Terms, without such consent, will be null and of no effect. THAD may assign or transfer these Terms, at its sole

discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.

NOTICES

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given: (i) by THAD via email (in each case to the address that You provide); and/or (ii) by posting to the App. For notices made by email, the notice will be effective as of the date the notice is first transmitted.

GENERAL

The failure of THAD to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of THAD. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If, for any reason, a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

CONTACTING THAD HEALTH

Please feel free to contact Us if You have any questions about THAD's Terms of Use and/or any other documents referenced herein. You may contact Us at info@telehealthalert.com or at our mailing address:

TeleHealth Alert Device, Inc.
4590 MacArthur Blvd., Suite 500
Newport Beach, CA 92660

DATA SECURITY OFFICER:
TeleHealth Alert Device, Inc.
Attn: Compliance Officer
4590 MacArthur Blvd., Suite 500
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compliance@telehealthalert.com