SIMPLIFEYE TERMS OF USE

Simplifeye, Inc. ("Simplifeye," “we,” “us,” or “our”) welcomes you. We invite you to access and use our services, which are made available to you via our mobile, computer, and Apple Watch applications (collectively, the “Simplifeye App”) and our website, located at www.simplifeye.co (the “Site”). These Terms of Use, our accompanying Privacy Policy, and the Simplifeye Subscription Agreement that you will receive from Simplifeye and be required to sign before using the Services (the “Subscription Agreement”), state the terms and conditions under which you may use the Simplifeye App and Site as well as use and/or purchase Services (as defined below). Please read these Terms of Use and our Privacy Policy carefully. Any capitalized terms not defined herein will have the meaning set forth in our Privacy Policy.

1. ACCEPTANCE OF AGREEMENT

By clicking “I Accept” and/or using the Simplifeye App or Site, you hereby acknowledge and agree that: (i) you represent and warrant that you are a health care professional authorized by patient consent to access and use any and all information that you cause to interact with the Services (an “User”); (ii) your access to and use of any information that you cause to interact with the Services is in accordance with all applicable laws, including but not limited to HIPAA (defined below); (iii) you have read, understood, and agree to be legally bound by these Terms of Use and our Privacy Policy, which is hereby incorporated by reference (collectively, this “Agreement”); and (iv) you represent and warrant that you are at least 18 years old. Use of the word “you” or “your” refers to whoever is using the Simplifeye App or Site, whether as a User or Registered User (as defined below).

If you do not agree to any of these terms, then you are not permitted to use the Simplifeye App or Site. These Terms of Use may be updated by Simplifeye from time to time without notice to you.

2. DESCRIPTION AND USE OF THE SIMPLIFEYE APP AND SITE

(a) The Simplifeye App and Site. The Simplifeye App and Site allow Registered Users to access, use and purchase (as applicable) subscriptions and other services provided by the Simplifeye App and Site in connection with the User’s professional practice (the “Services”).

(b) License to Use the Simplifeye App and Site. Simplifeye hereby grants you a limited, non-exclusive, non-transferable license to download and install a copy of the Simplifeye App on a single device that you own or control and to run such copy of the Simplifeye App solely for your health care practice. Furthermore, with respect to any Simplifeye App accessed through or downloaded from the Apple, Inc. (“Apple”) application store, you will use such version of the Simplifeye App only: (i) on an Apple-branded product that runs iOS or watchOS (i.e., Apple’s proprietary operating system software); and (ii) as permitted by the “Usage Rules” set forth in the Apple App Store Terms of Use. Simplifeye reserves all rights in and to the Simplifeye App not expressly granted to you under these Terms of Use.

(c) License to Use the Site. Your access to and use of the Site is subject to these Terms of Use.

(d) Charges. There is currently no charge to download and use the Simplifeye App or Site, but we reserve the right to charge a fee in the future. You may make in-App purchases as allowed by the Simplifeye App or the Services.

3. ACCESSING AND DOWNLOADING THE SIMPLIFEYE APP FROM ITUNES
The following terms apply to any application download from Apple. These terms are in addition to all other terms contained in these Terms of Use:

- You acknowledge and agree that: (i) these Terms of Use are concluded between you and Simplifeye only, and not Apple; and (ii) Simplifeye, not Apple, is solely responsible for the Simplifeye App and content thereof. Your use of the Simplifeye App must comply with the App Store Terms of Use.

- You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Simplifeye App.

- In the event of any failure of the Simplifeye App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Simplifeye App to you and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Simplifeye App. As between Simplifeye and Apple, any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Simplifeye.

- You acknowledge that, as between Simplifeye and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the Simplifeye App or your possession and use of the Simplifeye App, including, but not limited to: (i) product liability claims; (ii) any claim that the Simplifeye App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

- You acknowledge that, in the event of any third-party claim that the Simplifeye App or your possession and use of that Simplifeye App infringes that third party’s intellectual property rights, as between Simplifeye and Apple, Simplifeye, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim to the extent required by these Terms of Use.

- You represent and warrant that: (i) you are not located in a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. government list of prohibited or restricted parties.

- You acknowledge and agree that Apple, and Apple’s subsidiaries, are third party beneficiaries of these Terms of Use as related to your license of the Simplifeye App, and that, upon your acceptance of the terms and conditions of these Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use as related to your license of the Simplifeye App against you as a third party beneficiary thereof.

- Without limiting any other terms of these Terms of Use, you must comply with all applicable third-party terms of agreement when using the Simplifeye App.

4. **REGISTRATION**

If you would like to use the Services through the Simplifeye App and Site, you will need to download the Simplifeye App from the Apple App Store using your Apple credentials. Upon downloading or accessing the Simplifeye App, you will be required to register and create an account with Simplifeye at which time you will be a registered user (“Registered User”). When you register on the Simplifeye App or Site, you will have to create a username and password and provide certain information about yourself. You are responsible for maintaining the confidentiality of your username and password and for restricting access to your mobile device or watch, and agree not to disclose your username and password to a third party. You are solely responsible for all activities that occur under your account or with your username and password. You represent and warrant that all login and authorization information you submit through the
Simplifeye App or Site is truthful, accurate, and complete, and that you will maintain the accuracy and completeness of such information.

5. **FEES; PAYMENT**

Users will be charged a subscription fee (the “Fee”) as set forth in the Subscription Agreement.

You may be asked to provide, in connection with the Fees, a debit card number, credit card number, expiration date, bank account information, billing address, activation code, and similar information (“Billing Information”). You must provide current, complete, and accurate Billing Information and promptly update all Billing Information to keep your account current, and you must promptly contact Simplifeye if your credit card is lost or stolen, or if you becomes aware of a potential breach of account security (such as an unauthorized disclosure or use of your username or password). You hereby authorize Simplifeye and/or our third-party providers to immediately authorize your credit card or other payment facility for payment of any fees and taxes associated with Services you purchase. You warrant and represent that you are the valid owner or an authorized user of the credit card (or other approved facility) you provide to Simplifeye or our third-party payment processor, and that all credit information is accurate. We reserve the right to change any of the fees that we charge, or to institute new or additional fees, at any time upon notice to you. If payment is not received from your credit card issuer, you agree to pay all amounts due upon demand. You agree to pay all costs of collection, including attorney’s fees and costs, on any outstanding balance.

6. **NO MEDICAL ADVICE**

You acknowledge and agree that Simplifeye does not provide any form of medical care, medical opinion, medical advice, diagnosis, or treatment, and that Simplifeye does not evaluate the need to seek medical attention, through the Simplifeye App or Site. The contents of the Simplifeye App and Site, such as articles, graphics, images, information from our third party contributors, Services descriptions, instructions, and other material contained on the Simplifeye App or Site (“Content”) are for informational purposes only. Although such Content may be provided by individuals in the medical profession, the provision of such Content does not create a doctor-patient relationship, and does not constitute a medical opinion, medical advice, or diagnosis or treatment of any particular condition. The Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Individuals should always seek the advice of your physician or other qualified healthcare provider with any questions you may have regarding a medical condition.

7. **USE OF PERSONAL INFORMATION**

Your use of the Simplifeye App and Site may involve the transmission to Simplifeye of certain personal information, which may include Protected Health Information, as defined under the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder from time to time by the United States Department of Health and Human Services (collectively, and together with the Health Information Technology for Economic and Clinical Health Act, all as amended from time to time, “HIPAA”). Simplifeye’s policies with respect to the collection and use of personal information are governed according to our Privacy Policy.

8. **INTELLECTUAL PROPERTY**

Simplifeye or its content providers retain all right, title, and interest in and to the Simplifeye App, the Site, all software and technology incorporated therein, all Content, and all Simplifeye trademarks and logos, trade dress, and other elements protected by state and federal laws used and displayed through the
Simplifeye App and Site (collectively, the “Simplifeye IP”). Except as expressly set forth in these Terms of Use, you have no right in or to the Simplifeye IP. No other uses are permitted without our prior written consent. Unauthorized use of the Simplifeye IP may violate copyright, trademark, and other laws. You must retain all copyright and other proprietary notices contained in the original Simplifeye IP provided to you by Simplifeye. You may not sell, transfer, assign, license, sublicense, modify, reproduce, display, publicly perform, make a derivative version of, distribute, or use for a public or commercial purpose, the Simplifeye IP.

9. **PROHIBITED USES OF THE SIMPLIFEYE APP AND SITE**

You shall not transmit, redistribute, or promote any communications, content, or materials that (i) contain corrupted files, viruses, or any other similar software files, the intent of which is to damage the operation of another’s computer; (ii) are unlawful, threatening, harassing, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, sexually explicit, hateful, profane, indecent, racially or ethnically derogatory, or otherwise objectionable; (iii) infringes, misappropriates, or violates the intellectual property rights or other rights of any third party; (iv) contain chain letters, pyramid schemes, unsolicited advertising, promotional materials, or other forms of solicitation to other users, individuals, or entities; (v) include any information that references other mobile apps, websites, addresses, email addresses, contact information, or phone numbers; (vi) impersonate any person, business, or entity, including our company, employees, or agents; (vii) encourage conduct that would constitute a criminal offense; (viii) give rise to civil liability; (ix) otherwise violate any law (including, but not limited to, HIPAA and those governing consumer protection, unfair competition, anti-discrimination or false advertising); or (x) amounts to any conduct that, in our judgment, restricts, impairs, interferes, or inhibits any other user from using or enjoying, or is otherwise detrimental to, the Simplifeye App or Site. You shall not use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the Simplifeye App or Site; cover, obscure, block, or in any way interfere with any advertisements and/or safety features (e.g., report abuse button) on the Simplifeye App or Site; or access or use the Simplifeye App or Site to collect any market research for a competing business.

10. **FEEDBACK**

With respect to all e-mails and communications you send to us, including, but not limited to, feedback, comments, suggestions, and the like, we shall be free to use any ideas, concepts, know-how, or techniques contained in your communications for any purpose whatsoever, including but not limited to, the development, production, and marketing of products and services that incorporate such information without compensation or attribution to you. If you do not agree with these terms and conditions, you should not provide Simplifeye with any feedback. All feedback will be considered non-confidential and non-proprietary.

11. **ELECTRONIC COMMUNICATION**

When you use the Simplifeye App or Site, or send emails to Simplifeye, you are communicating with Simplifeye electronically. You consent to receive communications electronically from Simplifeye and its affiliates. Simplifeye will communicate with you by email or by posting notices in the Simplifeye App and Site. You agree that all agreements, notices, disclosures, and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing.

Although Simplifeye encourages you to e-mail Simplifeye, Simplifeye does not want you to, and you should not, e-mail Simplifeye any content that contains confidential information. With respect to all e-mails you send to Sols, including, but not limited to, feedback, questions, comments, suggestions, and the
like, Simplifeye shall be free to use any ideas, concepts, know-how, or techniques contained in your communications for any purpose whatsoever, including, but not limited to, the development, production and marketing of products and services that incorporate such information, without compensation to you.

12. **DISCLAIMER AND LIMITATION OF LIABILITY**

YOU ACKNOWLEDGE AND AGREE THAT THE SIMPLIFEYE APP AND SITE, INCLUDING, WITHOUT LIMITATION, ALL CONTENT, FUNCTIONS, AND MATERIALS, ARE PROVIDED “AS IS,” “AS AVAILABLE,” AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, COURSE OF CONDUCT, OR USAGE OF TRADE. NONE OF SIMPLIFEYE, OUR AFFILIATES, SUBSIDIARIES, OR OUR OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS (COLLECTIVELY THE “SIMPLIFEYE PARTIES”) WARRANT THAT THE SIMPLIFEYE APP, SITE, CONTENT, FUNCTIONS, OR MATERIALS CONTAINED THEREIN WILL BE TIMELY, SECURE, UNINTERRUPTED, OR ERROR FREE OR THAT DEFECTS WILL BE CORRECTED.

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IN NO EVENT SHALL ANY OF THE SIMPLIFEYE PARTIES BE LIABLE FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, REVENUES, OR SAVINGS, EVEN IF ANY SIMPLIFEYE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. IN NO EVENT SHALL SIMPLIFEYE BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES ARISING OUT OF ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE OF THE SERVICES OR CONTENT PROVIDED ON THE SIMPLIFEYE APP OR SITE. IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF THE SIMPLIFEYE PARTIES FOR DIRECT DAMAGES ARISING UNDER THESE TERMS OF USE OR RELATING THERETO, EXCEED ONE HUNDRED DOLLARS ($100). BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR NEGLIGENCE, CONSEQUENTIAL, INCIDENTAL, OR OTHER DAMAGES, IN SUCH JURISDICTIONS THE LIABILITY OF THE SIMPLIFEYE PARTIES IS LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SERVICES OR THE SIMPLIFEYE APP OR SITE IS TO STOP USING THE SERVICES OR THE SIMPLIFEYE APP OR SITE.

13. **EXTERNAL SITES AND APPLICATIONS**
The Simplifeye App and Site may contain links to third-party websites and mobile applications (“External Sites”), but Simplifeye does not endorse and is not responsible for the content of any linked External Sites. Please refer to the terms of use and privacy policies of the External Sites for more information.

14. INDEMNIFICATION

You agree to defend, indemnify, and hold the Simplifeye Parties harmless from and against any claims, actions, or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from: (i) your breach of this Agreement; (ii) your access to, use, or misuse of the Simplifeye App or Site; (iii) your violation of any third-party rights, including without limitation any intellectual property or privacy right; or (iv) your violation of any applicable law, including but not limited to HIPAA.

15. COMPLIANCE WITH APPLICABLE LAWS

The Simplifeye App and Site are based in the United States. Simplifeye makes no claims concerning whether the Simplifeye App or Site and/or the Simplifeye IP may be viewed or be appropriate for use outside of the United States. If you access the Simplifeye App or Site and/or the Simplifeye IP from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

16. CHANGES TO TERMS OF USE; TERMINATION

We may change these Terms of Use at any time and for any reason without prior notice or liability, and your continued use of the Simplifeye App and Site shall constitute your acceptance of any changes to these Terms of Use. We reserve the right, in our sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of the Simplifeye App or Site, at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Simplifeye App or Site at any time without prior notice or liability.

17. MISCELLANEOUS

In the event that any portion of these Terms of Use is held to be invalid or unenforceable, then such portion shall be construed in accordance with the applicable law as nearly as possible to reflect the original intent as expressed herein, and the remainder of these Terms of Use shall remain in full force and effect. These Terms of Use and any other agreements between the parties entered into through the Simplifeye App and Site shall be governed by and construed in accordance with the laws of the State of New York. Except for proceedings commenced by Sols to protect its intellectual property or confidential information, which may be brought in any court of competent jurisdiction, the parties mutually agree that any and all disputes arising hereunder shall be resolved exclusively by state or federal courts located in the State of New York. These Terms of Use, together with the Privacy Policy, contain the entire agreement of the parties concerning the Simplifeye App and Site and supersede all existing agreements and all other oral, written or other communication between the parties concerning its subject matter. Our failure to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction or terminated in accordance with the Termination provision above, the invalidity or termination of such provision shall not affect the validity of the following provisions of this Agreement, which shall remain in
full force and effect: Sections 1, 5 (until all fees and taxes for transactions have been paid), 6, 8, 10, 12, 14, and 17.

18. **HOW TO CONTACT SIMPLIFEYE**

If you have any questions or comments about the Simplifeye App or Site please contact Simplifeye by email at support@simplifeye.co.