

Terms of Use - CardiaCare Application

1. General

- 1.1. Please read these terms of use (the “**Terms**”) carefully.
- 1.2. THE TERMS CONSTITUTE A BINDING AGREEMENT BETWEEN YOU AND THE COMPANY. BY DOWNLOADING, ACCESSING OR BY USING THE APPLICATION IN ANY OTHER MANNER, YOU SIGNIFY YOUR ACCEPTANCE OF THESE TERMS. IF YOU DO NOT AGREE TO ANY OF THE PROVISIONS AS SET HEREUNDER IN THESE TERMS, PLEASE DO NOT USE THE APPLICATION.

2. The Application

- 2.1. This mobile application (the “**Application**”) is owned and operated by Ziv Healthcare Ltd. (known as “**CardiaCare**”) (the “**Company**”, “**We**”, “**Us**” or “**Our**”). The CardiaCare wearable technology currently being developed by the Company for the treatment of several types of cardiac arrhythmia (the “**Device**”) is supported by the Application and when paired together, provides medical monitoring services and treatment. The Application enables the performance and analysis of E.C.G. tests using a smartphone and/or tablet via a Bluetooth connection to the Device (the “**Test**”). Notwithstanding anything contained herein, it is hereby expressly clarified that the Device is currently in development and clinical trial stages and is not available for commercial use. The Device is currently available solely in the framework of clinical trials and the instructions and information regarding the operation and use of the Device will be provided together with the supply of the Device in the framework of such trials and must be used in accordance with said instructions. You hereby confirm that you are aware that the Application alone, without being paired to a Device, provides no actual function.
- 2.2. This Application is intended for use by natural individuals who have reached the age of legal maturity in their jurisdiction. Specifically, that is the age at which an individual is recognized by the applicable law to be an adult and responsible for any legal obligations created by his or her actions. By using the Application, you affirm that you have reached the age of legal maturity in your jurisdiction.
- 2.3. Subject to these Terms, the Company grants you a non-transferable, non-exclusive, limited license to use and access the Application solely for your own personal, noncommercial use. No other use of the Application is authorized.
- 2.4. Nothing on the Application, including submission of inquiries or “Contact Us” forms, requires Us to make any engagements or business arrangement with you, partner with you, provide any products or services, engage in any present or future marketing activities or engage in any discussions or negotiations with you.
- 2.5. Unless otherwise indicated, any future release, update, or other addition to functionality of the Application shall be subject to these Terms.
- 2.6. Use of the Application requires registration using an email. However, without being paired to a Device, no actual use of the Application (and services) can be made. As long as the Device is not commercially available for sale and is in the clinical trial stage, linkage to a Device will only be done in the framework of the clinical trials and in accordance with the terms and conditions applicable to such trials, including but not limited to, the collection and processing of your personal information as further detailed in the informed consent form you will be asked to sign

prior to your participation in the clinical trial. You shall be fully and solely responsible to reserve in confidentiality your account and not to transfer your account details to another.

3. Prohibited Uses and Security

The use of and/or access to the Application by you and/or by anyone else on your behalf is and shall remain solely your responsibility, including for all acts or omissions associated and/or related to such use and/or access. You may use Our Application only for lawful purposes, in good faith and in accordance with these Terms. You may not use (or permit or enable others to use) Our Application in any of the following:

- 3.1. In any way that breaches any of the Terms;
- 3.2. In any fraudulent manner or in any way that breaches any applicable local, national or international law or regulation;
- 3.3. In order to develop or create a similar or competitive Application, product, or service of the Company;
- 3.4. For the purpose of harming or attempting to harm anyone else in any way;
- 3.5. In any manner that, or has the potential to, interfere with any other party's proper use or enjoyment of the Application or services (or servers or networks connected to it);
- 3.6. Transmitting or procuring the sending of any unsolicited or unauthorized advertising or promotional material, or any other form of similar solicitation (spam);
- 3.7. In any manner that might be violating or attempting to violate the security of the Application, including, without limitation: (a) disclosing any confidential or private information you may learn using this Application, except as expressly authorized by that person or the Company; (b) accessing data not intended for such use or logging into a server that you are not authorized to access; (c) attempting to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures; (d) attempting to interfere with service to any user, host, or network, including, without limitation, by submitting a virus, overloading, flooding, spamming, mail bombing, or crashing.
- 3.8. In a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others.
- 3.9. No part of the Application may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means.
- 3.10. In any manner that commercially exploits or attempts to commercially exploit the Application, whether in whole or in part, or any content displayed on the Application;
- 3.11. In any manner that modifies, make derivative works of, disassembles, reverse compiles or reverse engineer any part of the Application.

4. Medical Advice Disclaimer

- 4.1. The Application is supplementary to the Company's Device. The Company's Device is currently in the developmental and clinical trial stage and is not yet approved for commercial use. Any use of the Device and the Application in addition to these Terms should be made in accordance with the user manual of the Device, as well as the strict instructions provided to you, if any, by or on behalf of the institution or entity conducting the clinical trial in which you are participating.

- 4.2. We are not a healthcare provider and the provision or maintenance of the Application (and/or the Device) does not establish a doctor-patient relationship or constitute the practice of medicine, nursing or any healthcare profession and is not intended in any way to be a substitute for professional medical advice or to be relied upon for medical diagnosis or treatment unless you are instructed otherwise by or on behalf of the institution or entity conducting the clinical trial in which you are participating.
- 4.3. All of the information and materials provided on the Application are for informational purposes only and do not substitute professional medical advice or treatment unless you are instructed otherwise by or on behalf of the institution or entity conducting the clinical trial in which you are participating. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding your health. Never disregard professional medical advice or delay in seeking it because of something you have read on this Application.
- 4.4. IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL A DOCTOR OR YOUR LOCAL EMERGENCY NUMBER IMMEDIATELY.
- 4.5. To the maximum extent permitted by applicable law, the Company is not responsible for any health problems, damage or injury that may result from using the Device and/or the Application. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against the Company with respect to such content. The exclusions of liability set out in these Terms shall not apply to any damages arising from death or personal injury caused by the negligence of the Company, or any of its employees or agents.

5. Updates and Notification

The Application has a built-in reminder service that can be used. Activating the reminder service will allow the Company to send reminder messages for you to conduct treatments.

6. Changes

- 6.1. We may, from time to time, in Our sole discretion, modify the Application's structure, layout, design or display, as well as the scope and availability of the information and content therein, without prior notice and We may also suspend or discontinue portions of the Application (in whole or in part). The operation of the Application depends on various factors such as software, hardware and communication networks of the Company, its contractors and suppliers. By their nature, these factors are not fault free. You will have no claim or demand against the Company in respect thereof.
- 6.2. We may from time to time, revise or make changes to the Terms in Our sole discretion without prior notice, and your continued use of the Application subsequent to any changes to the Terms shall conclusively mean that you accept such changes. Please review these Terms periodically. The most recent version of the Terms will always be posted on the Application. You can tell when the Terms have been updated by checking the effective date posted at the bottom of the last page of the Terms. If you do not agree with Our changes to the Terms, you should cease to access and use the Application.

7. Ownership of Proprietary Rights

- 7.1. The intellectual property rights associated, and/or contained, and/or related to the Application, including, without limitation, any related content that may be created in connection with the

use of the Application (the “**Intellectual Property Rights**”) are the sole property of the Company or its third-party licensors. The Intellectual Property Rights include, but are not limited to, information, articles, images, content, graphic design the domain name, any other detail concerning the Application operation, database rights, copyrights, design rights (whether registered or unregistered), patents, trademarks (whether registered or unregistered), wherever existing in the world, together with the right to apply for protection of the same. All other trademarks, logos, service marks, and company or product names set forth on the Application that are not the property of the Company are the property of their respective owners. You do not acquire any ownership rights by using the Application.

- 7.2. You agree not to use the Application for any commercial purposes, or to download, save, copy, transmit, or distribute the content except as specifically allowed in this Terms. Any use of any Intellectual Property Rights or any other content or materials NOT expressly permitted by the Terms is a breach of the Terms and may violate copyright, trademark, and other laws.

8. Third Party Materials

- 8.1. The Application may contain links to services that are not under Our control (“**Third-Party Materials**”). The inclusion of any such link is provided solely as a convenience to you and does not imply any endorsement by Us of such Third-Party Materials and We are not responsible for the content or functionality thereof. We make no representations regarding the content, accuracy, functionality or privacy protection of such Third-Party Materials. If you decide to access linked Third-Party Materials, you do so at your own risk. It is also noted that such Third-Party Materials operate under different privacy policies and you should review those on the relevant Third-Party Materials’ websites and/or applications.

9. Feedback

- 9.1. We appreciate hearing from Our users and welcome your comments regarding the Application. Notwithstanding anything to the contrary herein, please be advised, however, that if you disclose, submit or send Us questions, comments, suggestions, ideas, inventions, original or creative materials or other information (the “**Feedback**”), you do so on your own accord and not based on any request or solicitation from us. Please be advised that We shall: (a) own all rights to the Feedback; (b) not be subject to any obligation of confidentiality and shall not be liable for any use or disclosure of any Feedback; and (c) be entitled to unrestricted use of the Feedback for any purpose whatsoever, without compensation to you or any other person.
- 9.2. You represent and warrant that, unless expressly noted by you when you make the Feedback, all Feedbacks are your original creations, that you have all rights to them, and that they do not infringe or violate these terms or the rights of any part, including without limitation, any intellectual property rights or rights of privacy or publicity.

10. Indemnification

To the maximum extent permitted by any applicable law, you agree to indemnify, defend and hold, the Company and its affiliates, and their respective partners, officers, directors, employees, shareholders, agents, licensors, subcontractors and suppliers and anyone acting on their behalf, harmless immediately after receiving written notice thereof, from and against any damages, losses, demands, costs, liabilities, damages and expenses, including attorney’s fees, legal expenses and

expert fees' and other costs of litigation, resulting or arising from, incurred as a result of or in any manner related to: (i) any misuse by you of the Application; (ii) your violation of laws, regulations or third party rights, including, without limitation, any intellectual property, property or privacy right, and including any third party claim in respect of the submitted information; and (iii) your breach of or non-compliance with the Terms.

11. Disclaimer and Limitation of Liability

- 11.1. THE APPLICATION AND ALL INFORMATION PROVIDED THROUGH THE APPLICATION IS PROVIDED "AS IS", "WITH ALL FAULTS" AND ON AN "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS, WARRANTIES, PROMISES OR GUARANTEES WHATSOEVER OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS, WARRANTIES, PROMISES OR GUARANTEES REGARDING NON-INFRINGEMENT, OR THE ACCURACY, COMPLETENESS, ADEQUACY, AVAILABILITY, SUITABILITY OR OPERATION OF THE APPLICATION, OR ANY SERVICES WE MAY PROVIDE THROUGH IT OR THE INFORMATION OR MATERIAL IT CONTAINS.
- 11.2. Further, We do not warrant that your use of the Application will be secure, uninterrupted, always available, or error-free; or that the Application will be accurate, reliable, complete, current, or timely, will meet your requirements; or that any defects in the Application will be corrected. We disclaim liability for, and no warranty is made with respect to, connectivity and availability.
- 11.3. The Company is not responsible for any problems or technical malfunction of any telephone, cellular, internet, optic fiber or other lines, networks or systems, servers or providers, which may prevent or limit the use of the Application.
- 11.4. Without derogating from the foregoing, with respect to security regarding personal information, We have implemented reasonable security safeguards designed to help protect Your personal information against unauthorized access, disclosure, misuse, destruction or loss. however, We cannot guarantee absolute information security.
- 11.5. To the greatest extent permissible under applicable law, in no event will the Company be responsible or liable to You for any claims, damages, liabilities, losses, costs or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special (including damages for loss of business, revenues, profits, data, use, goodwill or other intangible losses) regardless of whether the Company and/or the Company affiliates have been advised of the possibility of such damages, liabilities, losses, costs or expenses.

12. Termination

- 12.1. Subject to this Section, these Terms will remain in full force and effect while you use the Application or while the Application is installed on any of your electronic devices. We reserve the right to suspend or terminate your rights to use the Application at any time for any reason at Our sole discretion, including for any use of the Application in violation of these Terms or for other good cause.
- 12.2. Termination of your access to the Application may also include removal of the information submitted by you as permitted by applicable laws.
- 12.3. The Company may generally terminate this Terms and cease offering or deny access to the Application, at any time and for any or no reason without prior notice, as permitted by applicable laws.

13. Miscellaneous

The Terms will be governed by and construed in accordance with the laws of the State of Israel, excluding any otherwise applicable rules of conflict of laws, and the courts located in Tel-Aviv-Jaffa, Israel shall have sole and exclusive jurisdiction over you and Us and the subject matter of the Terms and any dispute deriving herefrom. No waiver or alteration from the Terms by Us will be effective unless consented to explicitly and executed in writing by Our authorized representative. Failure on Our part to enforce any rights granted hereunder or to take action against you in the event of any breach hereunder shall not constitute a waiver of any of Our rights. Unless otherwise expressly provided, no provisions of the Terms are intended or shall be construed to confer upon or give to any person or entity other than you and Us any rights, remedies or other benefits under or by reason of the Terms. If any provisions of the Terms are held to be illegal, invalid, or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and if such provision is determined to be invalid or unenforceable nonetheless, then the provision shall be performed and enforced to the maximum extent permitted by law, and the remaining provisions shall continue to remain in full force and effect. The titles and subtitles used in this Terms are used for convenience only. We may assign, transfer or otherwise dispose of Our rights and obligations under these Terms, in whole or in part, at any time without notice. You may not assign or transfer your rights and obligations under the Terms.

14. Contact Us

If you require any more information or have any questions about Our Application's Terms of Use, please feel free to contact Us by email at info@my-cardiacare.com.

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