

## **IOTAIRX Inc Terms of Use**

**YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS OF USE (the “Terms”) BEFORE USING THE IOTAIRX ® APP. BY DOWNLOADING AND/OR USING THE APPLICATION, 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 IOTAIRX Inc. collects through Your use of the App is subject to the IOTAIRX Inc. Privacy Policy, which is part of these Terms.

### **By continuing to use the Website and/or 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 and/or Application in a manner consistent with applicable laws and regulations and these Terms of Use, as they may be amended by IOTAIRX Inc. 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 IOTAIRX Inc 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 ADMIN@IOTAIRX.TECH WITHIN 30 DAYS OF ACCEPTING THESE TERMS.**

# Terms of Use

Effective: August 1, 2024

Last Updated: August 1, 2024

**These Terms of Use ("Terms of Use" or "Terms") are a legal contract between you (You/Your" or "User") and IOTAIRX Inc ("Us" or "We" or "IOTARX")**, creators of the IOTAIRX application (the "Application"), and govern Your use of the Application, the IOTAIRX 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 all individuals 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.

## **Business Associate Agreement**

All organizations authorized to access and use the App are required to enter into a Business Associate Agreement ("BAA") with IOTAIRX in accordance with the Health Insurance Portability and Accountability Act ("HIPAA"). **YOU MAY NOT USE THE APP UNTIL YOUR ORGANIZATION HAS ENTERED INTO A BAA WITH IOTAIRX.**

# What are the App and Devices?

## Section 1

The App and associated devices are intended to provide a convenient platform for healthcare **providers** to use to proactively track and analyze their patients' health condition(s) through pertinent health data such as vital signs, treatment and medication adherence, and outcomes. **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 situation.** Specifically, the App allows You to do the following:

1. Set up patient profiles, including customizing the thresholds that are used for monitoring;
2. Review monitored physiological data;
3. Track provider/staff time spent reviewing collected data.
4. 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.

## Changes to the App

We are continuously working to make sure the App comports with the highest industry standards and is of the best quality we can offer. To make sure we are able to do this, we often make changes to do things like improve its functionality, add features, or fix issues. Therefore, we retain the right, in our sole discretion, to make changes to the App when and as we see fit. These may affect the previous mode of operation of the App, and though We expect that the changes we make will enhance the App for You, it is possible that you may not agree. We also reserve the right to establish certain limitations on your use of or access to the App at any time, with or without notice. In connection with any change we make to the App, we will do our best to provide you with the option of whether or not to install any applicable update. Sometimes, though, we may require you to install the update to continue accessing the App. In all cases, you agree that IOTAIRX may deliver these updates to as part of the App.

## Devices

The App is intended to be used in association with certain monitoring devices (the "Devices"), such as a cellular-enabled blood pressure cuff or weight scale. The Devices are provided to your patients through IOTAIRX, but IOTAIRX does not manufacture the Devices and therefore IOTAIRX **does not offer any, and expressly disclaims all, device or product warranties with respect to the Devices.** The manufacturer of the Device(s) may or may not offer a warranty, and we are happy to assist you in accessing any applicable manufacturer warranties that may be available to you. Please contact us at support@iotairx.tech for this assistance.

Please also note, the Device(s) provided through IOTAIRX are exclusive to IOTAIRX and shall not be connected to or used with any app or software platform other than the App. IOTAIRX may at times provide discounted or leased Devices, Services and Support in exchange for this exclusivity. You are not permitted to use or allow any third party to use Devices purchased through IOTAIRX other than in association with the App.

## What does IOTAIRX 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.

IOTAIRX is not responsible for accuracy of the data collected or transmitted through the App. 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 Your independent clinical judgment. **You are responsible for making medical decisions and exercising clinical judgment with respect to your patients' healthcare. IOTAIRX is not liable in any way for malpractice or substandard treatment You may provide. You are using the App at Your own risk. 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.**

#### **We are NOT an insurance billing company**

While we provide a convenient platform for You to use to track information that may allow You to provide certain services that may or may not be reimbursable by federal or state health insurance payors, we are not billing experts and 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. **You are responsible for complying with all applicable laws, rules, and regulations with respect to submitting reimbursement claims to insurance payors.**

## Who is eligible to use the App?

### Section 3

If you are accessing the App, your employer or an organization that you are affiliated with has likely provided you with such access. The App is available to all Authorized Users of IOTAIRX customers. Authorized Users are a company's employees, consultants, agents and subcontractors that the company authorizes to access the App, so long as the company is a customer of IOTAIRX and is in compliance with these Terms.

If you are an Authorized Users, You must register to create an account ("User Account") and become a "Registered User" to use the App. To register, You must create a username and provide Your name, Your email address, and other information specified in the registration form ("Registration Data"). You may change or correct information in Your account by editing your information within your account settings. You agree not to 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 legally 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 IOTAIRX tell me if they change these Terms?**

With the exception of the Arbitration Agreement included at the end of these Terms, IOTAIRX 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, and/or (3) sending a notification via email; and/or (4) notifying you over the phone or in person.

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**

IOTAIRX Inc owns the App and all materials You access through the App or Website. Subject to Your compliance with these Terms, IOTAIRX Inc grants You a non-exclusive, non-sublicensable, revocable, non-transferable license to use the App. 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 IOTAIRX Inc's express written permission.

You may not use IOTAIRX Inc'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 IOTAIRX Inc's or such third party's sponsorship or affiliation with any product or service without express written permission from IOTAIRX Inc or such third party.

You own the data you provide through the App 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 IOTAIRX 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 IOTAIRX to de-identify and anonymize Your content (in accordance with applicable terms of the Business Associate Agreement entered into between You and IOTAIRX), and to use or disclose such de-identified information for any purpose.

### **App Store & Google Play**

If you downloaded the Application 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 IOTAIRX, and not between You and the App Provider, and only IOTAIRX 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?

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

1. provide false, misleading or inaccurate information to IOTAIRX or 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 IOTAIRX, You, or any other third party (including another user) to protect the App;
11. share login information or passwords between users;
12. provide any type of access to an individual working on behalf of another organization that is not explicitly authorized in writing by IOTAIRX to access the App, or with any organization that has not signed Business Associate Agreement with IOTAIRX;
13. use the App in any way to facilitate development of software designs, workflows, or software-enabled services that compete with IOTAIRX in any way, and especially in the field of remote patient monitoring;
14. take screenshots of the App for any purpose other than for the purpose of seeking customer support – if screenshots are taken they may not be shared with an outside organization and they must only ever be transmitted internally or with IOTAIRX using HIPAA-compliant methods;
15. 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 IOTAIRX in providing the Website or App. Any violation of this section may subject You to civil and/or criminal liability;
16. encourage or enable any other individual to do any of the above.
17. IOTAIRX 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. IOTAIRX 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 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, and (C) any and all damages or losses that may be incurred or suffered as a result of any activities that occur under Your User Credentials, regardless of whether You were aware of those activities. You agree to immediately notify IOTAIRX in writing by email of any unauthorized use of Your User Credentials or any other compromise of the security of Your User Account. IOTAIRX IS NOT AND SHALL NOT BE LIABLE FOR ANY HARM ARISING FROM OR RELATING TO THE THEFT OF 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 IOTAIRX protect my privacy?**

### **Section 8**

IOTAIRX 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. 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.

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.

## **What does the App cost?**

### **Section 9**

If you are an Authorized User, the App is provided to you free of charge through the company you are affiliated with.

Organizations that have purchased access to the App are required to pay all of the fees listed on the quote provided to you by IOTAIRX (the "Fees"). Fees may include, among others, Month-to-Month Software License Fees, On-Site Implementation and Training Fees, Professional Support/Consulting and Support Fees, and/or Device Fees. All onetime Fees are due at the time of acceptance of the quote provided to You. Additional one-time Fees may be generated either through a quote or through our online store. Recurring monthly software license fees are based on the number of "non-dismissed devices" in your possession in the billing period. You may request "dismissal" of the device as early as five days before the end of the minimum duration of the contract including that device. A device will be considered dismissed once it is received into IOTAIRX warehouse. Once dismissed the device will no longer be included in invoicing. Unless otherwise defined in the payment terms section of the quote, payments are due in 30 days from invoice date. Invoices will be sent on or about the first business day of a billing period. Monthly billing cycles start upon receipt of devices. IOTAIRX will send invoices on the first day of each calendar month.

### **Payment Methods**

Fees must be paid via automatic credit card or ACH transfer, which can be set up through the quote, over the phone, or by a separate form that may be sent by IOTAIRX sales, customer support, or finance departments upon request. By using our software you are authorizing us to automatically draw one of these accounts. By authorizing payment to IOTAIRX, you agree to allow us to share your information with a third party for payment processing purposes. Refer to our Privacy Policy for more information.

### **Overdue Payments**

Any payment owed that you owe that is not paid on time may accrue, at Our discretion, late charges at the rate of one and one-half percent (1.5%) of the outstanding balance per month, or at the maximum rate permitted by law, whichever is lower, from the due date of such payment until the date you pay it.

If there are payments outstanding for more than sixty (60) days, We will provide you with thirty (30) days to pay us the outstanding amount. If, after those thirty days you still have not paid, We may suspend Authorized Users' access to the App until those amounts are paid in full and you will continue to be obligated to pay all additional Fees that accrue while suspended.

### **Taxes**

All Fees payable to IOTAIRX under these Terms are exclusive of all local, state, federal and foreign taxes, levies, or duties of any nature ("**Taxes**"), and all payments to IOTAIRX are payable in full without reduction for Taxes. You are responsible for payment of all applicable Taxes. If We have a legal obligation to pay or collect Taxes that You are responsible for, we will invoice you for the appropriate amount and You will be obligated to pay that amount to Us unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority.

### **Device Fees**

You may choose to purchase Devices outright or you may lease them for a fixed monthly charge if this is offered by IOTAIRX or a 3<sup>rd</sup> party financing partner. If you choose to lease the Devices and terminate your Access to the App prior to the end of the agreed upon contract term. You will be not charged if the device is dismissed. If the device is not dismissed or is still transmitting, will be billed at the standard fee after the duration of the contract. The device can be dismissed on request after the minimum duration of the contract. If the device is not dismissed or is still transmitting, will be billed at the standard fee. Each dismissed device will be billed for the last month in which the device is enrolled in the program. If the device is dismissed, it will be reinstated at the first following reading received.

### **Changes in Fees**

We may change the price of any of the Fees from time to time, and We may add new fees and charges when we add new features or if there is a change in business or legal rules, but we will send advance notice of these changes by email to the address in your account. Any increase in Fees would become effective the month following the month in which we send you the notice unless we specifically state otherwise in the notice. If you do not agree to pay the new price or other applicable charges, you may terminate your subscription before the price change goes into effect, which would become effective at the expiration of your then current billing cycle. See Section 17 below for information on how you to terminate your subscription.

## **Computer Equipment and Internet Access**

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, antispyware, 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 IOTAIRX?**

### **Section 11**

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 12**

Certain areas or features of the App may allow You to access websites or applications that are not IOTAIRX 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 IOTAIRX, and that Your use of such Third-Party Sites is governed by the respective Third-Party Rules **not** Ours. IOTAIRX 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 IOTAIRX 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 IOTAIRX's endorsement or recommendation.

## Your Representations and Warranties

### Section 13

You represent and warrant that Your use of the App will be in accordance with these Terms and all applicable laws, regulations, rules, and IOTAIRX 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 14

#### **NO WARRANTIES**

THE APP IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, IOTAIRX 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. IOTAIRX MAKES NO WARRANTY THAT THE APP WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. IOTAIRX 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 IOTAIRX 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 IOTAIRX 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 IOTAIRX VERIFY OR TAKE RESPONSIBILITY FOR THE STATEMENTS OF ANY SUCH USERS OF THE APP.

IOTAIRX MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE APP, INCLUDING, WITHOUT LIMITATION, PROVIDERS AND/OR CLINICIANS/CAREGIVERS. IOTAIRX 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. IOTAIRX 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 IOTAIRX.

### **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 AND DEVICES REMAINS WITH YOU. NEITHER IOTAIRX 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 IOTAIRX 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, DEVICES, OR THESE TERMS, YOUR ONLY REMEDY IS TO DISCONTINUE USING THEM.** YOU ACKNOWLEDGE THAT IF YOU USE THE APP OR DEVICE(S) TO MONITOR A PATIENT DURING OR IN RELATION TO AN EMERGENT, SERIOUS, OR LIFE-THREATENING CONDITION, SUCH USE IS AT YOUR SOLE RISK. IOTAIRX IS NOT LIABLE TO YOU OR ANY PERSON FOR ANY DECISION MADE OR ACTION TAKEN IN RELIANCE UPON INFORMATION INCLUDED IN THE APP. IOTAIRX 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, IOTAIRX'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 15

**PLEASE READ THIS SECTION CAREFULLY, AS IT AFFECTS YOUR RIGHTS.**

#### Your Indemnification Obligations

You agree to indemnify, defend and hold harmless IOTAIRX, 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 the App or Devices, 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.

#### Infringement

***This section does NOT apply to individual Authorized Users***

Subject to the limits of liability described in Section 14 above, IOTAIRX will defend its customer organizations from and against any claims brought by a third party that the App infringes or misappropriates the patent, trade secret, trademark, copyright or other intellectual property right(s) of any third party (an “***Infringement Claim***”). IOTAIRX will pay all losses (whether by settlement or award of by a final judicial judgment) incurred by your organization from any such claim.

In the event of an Infringement Claim, IOTAIRX may, at its election and sole expense, (i) modify the App so that such App is non-infringing and functionally equivalent; or (ii) obtain the right for your organization and Authorized Users to continue using the App at no additional cost to your organization. If none of the foregoing is commercially practicable, IOTAIRX may terminate your access to the App upon reasonable notice to your organization.

## How do I provide feedback and who owns it?

### Section 16

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 **support@iotairx.tech**. 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 17

If your access to the App is terminated by You or Us for any reason, you will still owe us any Fees that had accrued prior to the date your Access was terminated.

Early Device Disposal Clause: In the event that the customer decides to dispose of the device before the expiration of the contract term, which is set for a duration of 12 months, the following clause shall apply:

- Early Disposal Charge: The customer shall be subject to a one-time charge for each month remaining on the contract at the time of disposal. The charge will amount to \$10 for every month missing from the original contract term.
- Calculation of Early Disposal Charge: The early disposal charge will be calculated by multiplying the number of months remaining on the contract by \$10. The formula for calculating the early disposal charge is as follows:

$$\text{Early Disposal Charge} = \$10 \times (\text{Number of Months Remaining on Contract})$$

- Settlement and Payment: The customer agrees to settle the early disposal charge within 30 days from the date of device disposal. Payment shall be made in a single installment using a method mutually agreed upon by both parties.
- Waiver Provision: The company may, at its discretion, choose to waive or partially reduce the early disposal charge under exceptional circumstances. Such waivers shall be made in writing and agreed upon by both parties.
- Notice of Disposal: In the event that the customer intends to dispose of the device prematurely, the customer shall provide written notice to the company at least 15 days in advance of the intended disposal date. Failure to provide timely notice may result in additional administrative charges.
- Device Condition: The customer acknowledges that the device must be in acceptable working condition at the time of disposal. Any damages or malfunctions



beyond normal wear and tear may lead to additional charges as determined by the company.

- Transfer of Ownership: Upon payment of the early disposal charge, the device shall no longer be the responsibility of the customer, and ownership of the device shall transfer back to the company.
- Contract Termination: The early disposal charge is separate from any termination fees or penalties outlined in the main contract. Termination of the contract due to early device disposal does not absolve the customer of any other contractual obligations or liabilities.

## Arbitration Agreement

### Section 18

You agree that any dispute between You and IOTAIRX 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. This Arbitration Agreement section may be modified by written agreement between You and IOTAIRX.

Before filing a claim against IOTAIRX, You agree to try to resolve the dispute informally by contacting [support@iotairx.tech](mailto:support@iotairx.tech). 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 IOTAIRX in a joint demand for mediation and afterward jointly select a suitable mediator from the AHLA roster. If You and IOTAIRX 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 IOTAIRX 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 IOTAIRX agree to employ three (3) arbitrators (the "Panel"), where one arbitrator (1) is selected by You, one (1) is selected by IOTAIRX, and the third (3rd) is selected by mutual consent of You and IOTAIRX. If You and IOTAIRX 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 IOTAIRX 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:** IOTAIRX 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.

**No Class Actions:** YOU MAY ONLY RESOLVE DISPUTES WITH IOTAIRX 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 IOTAIRX 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 New York within twenty-five (25) miles of New York, New York 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 19

These Terms, the Privacy Policy (<https://www.iotairx.tech/privacy>), and any other terms incorporated herein by reference, constitute the entire and exclusive understanding and agreement between IOTAIRX and You regarding the App, and these Terms supersede and replace any and all prior oral or written understandings or agreements between IOTAIRX and You regarding the App.

## GOVERNING LAW

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

## CONFIDENTIALITY

Through the course of Your relationship with IOTAIRX, You and IOTAIRX may share Confidential Information with each other. “Confidential Information” means any and all non-public technical and non-technical information disclosed by one party (the “**Disclosing Party**”) to the other party (the “**Receiving Party**”) in any form or medium, whether oral, written, graphical or electronic, relevant to these Terms or Your relationship with IOTAIRX, that is marked confidential and proprietary, or that the Disclosing Party identifies as confidential and proprietary, or that by the nature of the circumstances surrounding the disclosure and/or receipt ought to be treated as confidential and proprietary information, including but not limited to: (a) techniques, sketches, drawings, models, inventions (whether or not patented or patentable), knowhow, processes, apparatuses, formulae, equipment, algorithms, software programs, software source and object codes and documents, APIs, and other creative works (whether or not copyrighted or copyrightable); (b) information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising and marketing plans and information; (c) the business relationships and affairs of either party and its clients, patients, and referral sources; (d) the internal policies and procedures of either party; and (e) proprietary or confidential information of any third party who may disclose such information to Disclosing Party or Receiving Party in the course of Disclosing Party’s business. Our Confidential Information includes the App and our data. Your Confidential Information includes your Personal Data and any other data you share with us via the App. Confidential Information also includes all summaries and abstracts of Confidential Information. In addition, Confidential Information excludes PHI, which must be protected according to the Business Associate Agreement.

**Both You and IOTAIRX are required to keep each other’s Confidential Information protected and neither You nor Us may use the other’s Confidential Information for any purpose other than as necessary to fulfill our obligations under these Terms.**

For a full breakdown of how we protect your Personal Data, read our Privacy Policy. If You receive a court order requiring you to share our Confidential Information, you may comply

with that court order **only after** you have notified Us and asserted to the court that the information is confidential.

## **ASSIGNMENT**

You may not assign or transfer these Terms, by operation of law or otherwise, without IOTAIRX prior written consent. Any attempt by You to assign or transfer these Terms, without such consent, will be null and of no effect. IOTAIRX 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 IOTAIRX 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 IOTAIRX 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 IOTAIRX. 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 IOTAIRX**

Please feel free to contact Us if You have any questions about IOTAIRX's Terms of Use and/or any other documents referenced herein. You may contact Us at

[info@iotairx.tech](mailto:info@iotairx.tech),

or at our mailing address:

IOTAIRX, Inc  
615 Lancaster Blvd.,  
Moss Beach, CA 94038

**DATA SECURITY OFFICER:**

IOTAIRX, Inc  
Chief Technology Officer  
615 Lancaster Blvd.,  
Moss Beach, CA 94038