

TERMS AND CONDITIONS ("T&C(S)")

BY CLICKING ON THE "I AGREE" (OR SIMILAR BUTTON) OR ACCESSING AND AVAILING THE SERVICES (DEFINED BELOW), BY WAY OF USING THE PLATFORM, YOU INDICATE YOUR UNDERSTANDING, ACCEPTANCE AND CONSENT TO THE FOLLOWING T&Cs IN RELATION TO AVAILING OR ACCESSING THE SERVICES BY USING THE PLATFORM.

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AVEGEN IS A DIGITAL HEALTHCARE COMPANY THAT DEVELOPS DIGITAL APPLICATIONS WITHIN THE HEALTHCARE INDUSTRY. AVEGEN HAS DEVELOPED A PROPRIETARY HEALTH MANAGEMENT PLATFORM CALLED "HEALTHMACHINE™" AND ALLOWS USERS TO ACCESS IT VIA AVEGEN'S HOSTED APPLICATION AT <https://app.healthmachine.io/> (THE "WEB APPLICATION") OR USING AVEGEN'S MOBILE APPLICATIONS (THE "MOBILE APP"), WHICH ENABLES IMPROVED PATIENT MANAGEMENT, BY WAY OF INTERNET ACCESSIBLE SERVICES AND ARE HOSTED BY AVEGEN ON CLOUD (THE "SERVICE(S)"), AND OFFERED AS A PLATFORM AS A SERVICE ("PaaS"). THE WEB APPLICATION AND THE MOBILE APPLICATIONS ARE HEREINAFTER COLLECTIVELY REFERRED TO AS (THE "PLATFORM").

THESE T&Cs CONTAIN THE LEGAL TERMS AND FORM A CONTRACTUAL ENGAGEMENT BETWEEN "YOU", ALTERNATIVELY REFERRED TO AS "YOUR" OR "USER(S)", A USER ON THE PLATFORM OR AN EMPLOYEE OF THE COMPANY/ HOSPITAL/ ORGANISATION/ INSTITUTION/ CLINICIAN ACCESSING THE SERVICES, BY WAY OF SUCH COMPANY'S/ HOSPITAL'S/ ORGANISATION'S/ INSTITUTION'S/ CLINICIAN'S SUBSCRIPTION TO THE PLATFORM (THE "SUBSCRIBER"). THESE T&Cs PROVIDE AND CAPTURE YOUR TERMS OF SUBSCRIPTION TO THE PLATFORM AND YOUR USAGE, AND ACCESS TO THE SERVICES THEREOF. BY ACCESSING, AND USING THE PLATFORM AS A PaaS, YOU CONFIRM AND AGREE TO BE BOUND BY THESE T&Cs. IF YOU DO NOT AGREE TO BE BOUND BY THESE T&Cs, WE ENCOURAGE YOU TO NOT USE OR ACCESS THE PLATFORM.

THESE T&Cs PROVIDE AND CAPTURE IMPORTANT LEGAL INFORMATION ABOUT YOUR SUBSCRIPTION TO THE SERVICES, OFFERED BY WAY OF THE PLATFORM AS A PaaS STRICTLY IN YOUR CAPACITY AS A USER, EITHER DIRECTLY OR INDIRECTLY (THE "SUBSCRIPTION"). BY AVAILING THE SUBSCRIPTION, YOU CONFIRM AND AGREE TO BE BOUND BY THESE T&Cs. IF YOU DO NOT AGREE TO BE BOUND BY THESE T&Cs, WE ENCOURAGE YOU TO NOT ACCESS, OR USE THE PLATFORM OR SERVICES.

1. DEFINITIONS

- a) **“Company”** or **“Us”** or **“We”** or **“Our”** shall mean Avegen Limited, a limited liability company registered under the laws of United Kingdom, having company number: 09562713, with its operating office at Rivertech, Basing House, 46 High Street Rickmansworth, WD3 1HP, United Kingdom.
- b) **“Intellectual Property”** includes, but is not limited to all patents, trademarks, ideas, concepts, creations, discoveries, inventions, know-how, permits, service marks, brands, trade names, trade secrets, proprietary information and knowledge, technology, computer programs, databases, copyrights, licenses, franchises, formulae, designs, data, documents, instruction manuals, records, memoranda, notes, whether or not copyrightable or patentable, or any written or verbal instructions or comments and other confidential information.
- c) **“Intellectual Property Rights”** means all rights, benefits, title or interest in or to any Intellectual Property, anywhere in the world (whether registered or not and including all applications for the same).
- d) **“User Account”** shall be the account which the User shall be required to create on the Platform to avail the Services offered by the Company.

2. SERVICES THROUGH THE PLATFORM

The Platform is used by our Subscribers for:

- a) Management of patient Users through online health records and appointment booking tools.
- b) Recording User details in accordance with the Privacy Policy.
- c) View metrics and analytics within the system.
- d) Send email or SMS messages or push notifications
- e) Run reports.
- f) Patient Users access digital care programs

3. ACCESS TO THE PLATFORM

- a) You may access the Mobile App by downloading it or installing it through Google Playstore or Apple Store. You may access the Web Application by visiting <https://app.healthmachine.io/>.
- b) For availing the Subscription, you will need a User Account on the Platform (this might be created by you or created for you).
- c) By registering for a User Account through the Platform, you represent and warrant that you are of the age of majority in the jurisdiction in which you reside or, are registering through your parents or guardians, who are of the age of the majority in the jurisdiction, in which you reside (**“Representative”**). You and your Representatives agree to:
 - i) provide accurate, authenticated and true information about yourself;

- ii) maintain the security of your passwords and identification and the confidentiality of your credentials and access of your User Account;
 - iii) promptly update the email address and / or mobile number listed in connection with your User Account to keep it accurate so that we may contact you; and
 - iv) be fully responsible for all actions carried out through your User Account.
- d) You must not set up a User Account on behalf of another individual or entity unless you are a Representative, legally authorized to do so.
- e) We are giving you personally the right to use the Platform as set out herein. You may not otherwise transfer the Platform to someone else, whether for money, for anything else or for free. If you sell any device on which the Mobile App is installed, you must remove the Mobile App or your User Account from it.
- f) Registration with the Platform does not make you a member, shareholder or affiliate of the Company for any purposes whatsoever, nor shall you have any of the rights of statutory members of the Company.
- g) Unauthorized Use; False Information: You shall: (i) ensure that you exit the User Account at the end of each session, (ii) notify us immediately of any unauthorized use of your User Account or any other known or suspected breach of security, (iii) use reasonable efforts to stop any unauthorized use of the Platform or your User Account, that is known to you or suspected, and (iv) not provide false identity or information to gain access to or use the Platform.
- h) We may reject, or require that you change, any username, password or other information that you provide in connection with your User Account.
- i) When you use the Platform, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer or mobile or other similar devices to prevent unauthorized access to your User Account.
- j) You may be held liable for losses incurred by the Company or any other user of or visitor to the Platform due to authorized or unauthorized use of your User Account as a result of your failure to keep your User Account information secure and confidential.
- k) Your access to the User Account may be occasionally suspended or restricted to allow for repairs, maintenance, or for introduction of new facilities or Services.

4. SUBSCRIPTION GRANT

Avegen hereby: (a) during the subsistence of your User Account, if you are a direct User; or (b) during the Subscription Term set out under the Agreement executed between the Subscriber and Avegen, (the “**PaaS Agreement**”), if you are availing the Subscription indirectly through the Subscriber, grants You, a non-exclusive, non-transferable, non-assignable, limited and revocable subscription to avail the Services, using the Platform solely in connection with the Subscriber’s permitted usage purposes.

5. RESTRICTIONS

The Platform has been subscribed by the Subscriber, on a PaaS basis and not bought by the Subscriber. These T&Cs only give you rights to use the Platform as part of such Subscription. Avegen

reserves all other rights. Unless the applicable laws give you additional rights despite this limitation, you may use the Platform only as expressly permitted in these T&Cs. You may not:

- a) copy, license, sublicense, sell, resell, transfer, assign, reproduce, alter, adapt, modify, distribute or use as a service bureau or otherwise commercially exploit the Platform for a third party's benefit unless authorized in writing by Avegen;
- b) access the Platform for purposes of monitoring its availability, penetration or security testing, or any benchmarking or competitive purposes;
- c) upload, transmit or otherwise make available in connection with the Platform any content that is unlawful, harmful, threatening, abusive, harassing, torturous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- d) upload, transmit or otherwise make available in connection with the Platform any content that You do not have a right to make available under all applicable laws, or contractual or fiduciary relationships (which, by way of illustration but not limitation, includes inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);
- e) upload, transmit or otherwise make available in connection with the Platform any unsolicited or unauthorized advertising or promotional materials, which by way of illustration but not limitation includes "junk mail," "spam", "chain letters" and "pyramid schemes";
- f) upload, transmit or otherwise make available in connection with the Platform any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, which by way of illustration but not limitation includes viruses, time bombs, trojan horses and other malware;
- g) violate (intentionally or unintentionally) any applicable local, state, national or international laws or regulations in connection with the Platform, including but not limited to those related to Intellectual Property Rights, privacy or security; and
- h) modify any content of the Platform; and
- i) use the Services in any way that is unlawful or harms the Company or any other person or entity, as determined in Company's sole discretion; and
- j) make false or malicious statements against the Services or Platform or the Company; and
- k) delete or modify any content of the Platform, including but not limited to, legal notices, disclaimers or proprietary notices such as copyright or trademark symbols, logos, that you do not own or have express permission to modify; and
- l) host, display, upload, modify, publish, transmit, update or share any information that:
 - i) belongs to another person and to which the user does not have any right
 - ii) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, racially or ethnically objectionable, disparaging, relating to or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
 - iii) harm minors in any way;

- iv) infringes any patent, trademark, copyright or other proprietary rights;
- v) violates any law for the time being in force;
- vi) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- vii) impersonates another person;
- viii) threatens the unity, integrity, defense, security, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.
- m) You are responsible for configuring your hardware, information technology, computer programs and platform to access our Platform. You should use your own virus protection software.
- n) misuse our Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful; or
- o) attempt to gain unauthorised access to our Platform, the server on which our Platform is stored or any server, computer or database connected to our Platform; or
- p) attack our Platform via a denial-of-service attack or a distributed denial-of service attack. You understand that by breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990.

6. DOCUMENTATION

Upon accessing the Platform, Avegen may, upon written request, provide you access to the Documentation for the Platform.

7. RESPONSIBILITIES

- a) Compliance with Laws: You shall comply with all applicable local, state, national and foreign laws, including, but not limited to laws, rules relating to information technology, privacy, data protection, Intellectual Property, consumer, in connection with its use and access of the Platform, and the transmission, storage of technical or personal data. You acknowledge that Avegen exercises no control over the use of Platform by You.
- b) Compliance with T&C and Subscriber guidelines: You shall comply with all terms of these T&Cs, in their entirety and any guidelines prescribed by the Subscriber in this regard.

8. SUBMISSIONS AND FEEDBACK

- a) You may be permitted to make available certain information or materials (each, a “**Submission**”) in connection with the Services, including on profile pages or interactive features. We have no control over and are not responsible for any Submissions, any use or misuse by any third party of Submissions or for your interactions with other users. Users are ultimately responsible for their own actions. If you choose to make your personal or other information publicly available through the Services, you do so at your own risk.

- b) You acknowledge that any forums contain the opinions and views of other users. You understand and agree that all Submissions are the sole responsibility of the person who posted the Submission. You understand and agree that you will evaluate, and bear all risks associated with the use of any Submission, including any reliance on the accuracy, completeness, or usefulness of such Submission.
- c) Nothing in this Agreement transfers any ownership rights in your Submissions. For each Submission, you grant to us a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify, store and otherwise use, analyze and exploit such Submission, and to contact you about your Submission, in any format or media now known or hereafter developed, and for any purpose (including promotional purposes, such as testimonials and advertising).
- d) We are free to use any ideas, concepts, know-how, or techniques contained in or derived from any Submission for any purpose whatsoever, including developing, manufacturing, and marketing products. Therefore, please do not submit or send to us any ideas, suggestion or materials that you wish to keep confidential or for which you expect to receive compensation. You will not have any claim against us with respect to any use or non-use of Submissions, When you submit Submissions, you understand that we will have the right, but not the obligation, to use, display and publish your name, photograph, likeness, voice, performance, biographical information and/or statements, throughout the world in perpetuity on the Services and on any affiliate or successor site or social media channels owned or operated by us or our affiliates. If we make use of any of these rights, you understand and agree that you shall not receive any other consideration, payment, notification or credit, nor will you have any approval over how we use them.
- e) In addition, if you provide to us any ideas, proposals or suggestions ("**Feedback**"), we will deem such Feedback a Submission. You agree that Feedback is not confidential and that your provision of it is gratuitous, unsolicited and without restriction and does not place us under any obligation in respect of such Feedback.
- f) You confirm that (i) you have all rights necessary to grant the licenses granted in this section, (ii) your Submissions are complete and accurate, and (iii) your Submissions and your provision of them to us are not fraudulent or otherwise in breach of any applicable law or any right of any third party. You further irrevocably waive (and consent to us performing any acts or omissions in relation to your Submissions and associated materials that may be inconsistent with) any "moral rights" or other rights with respect to attribution of authorship or integrity of materials regarding your Submission that you may have under any applicable law.

You acknowledge further that we are not responsible for the accuracy of any Submissions on the Site.

9. MONITORING USE OF YOUR SUBSCRIPTION

We may (but have no obligation to) monitor, evaluate, alter or remove Submissions before or after they appear on the Services or analyze your access to or use of the Services. We may disclose information regarding your access to and use of the Services, the circumstances surrounding the transmission of Submissions, and personal information regarding users who make Submissions available, in each case in accordance with applicable law or a request by a court or law enforcement or other governmental authority, or otherwise in accordance with our Privacy Policy.

10. PRIVACY & SECURITY

We care about your privacy and the security of your personal information. Personal information, if any, collected by us, in furtherance of the Subscription, is subject to and governed by our Privacy Policy located at [Avegen's Mobile App Privacy Policy](#). You understand that by availing Subscription to the Platform and Services, You consent to the collection, use and disclosure of your personal information and aggregate data, as set forth in our Privacy Policy, and to have such personal information collected, used, transferred and processed.

11. DISCLAIMER

THE PLATFORM, SERVICES AND DOCUMENTATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE INFORMATION INCLUDING ANY, ADVICE AND RECOMMENDATIONS PROVIDED AS PART OF THE SERVICES ARE INTENDED SOLELY FOR EDUCATIONAL AND INFORMATIONAL PURPOSES. IT IS NOT INTENDED AS MEDICAL OR HEALTHCARE ADVICE, OR TO BE USED FOR MEDICAL DIAGNOSIS OR TREATMENT, FOR ANY INDIVIDUAL PROBLEM. IT IS ALSO NOT INTENDED AS A SUBSTITUTE FOR PROFESSIONAL ADVICE AND SERVICES FROM A QUALIFIED HEALTHCARE PROVIDER FAMILIAR WITH YOUR UNIQUE FACTS. ALWAYS SEEK THE ADVICE OF YOUR DOCTOR OR OTHER QUALIFIED HEALTHCARE PROVIDER REGARDING ANY MEDICAL CONDITION AND BEFORE STARTING ANY NEW TREATMENT. YOUR USE OF THE SERVICES IS SUBJECT TO THE ADDITIONAL DISCLAIMERS AND CAVEATS THAT MAY APPEAR THROUGHOUT THE SERVICES. WE ASSUME NO RESPONSIBILITY FOR ANY CONSEQUENCE RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION YOU TAKE BASED ON THE INFORMATION, OR OTHER MATERIAL PROVIDED AS PART OF THE SERVICES AND ON THE PLATFORM. WHILE WE STRIVE TO KEEP THE INFORMATION PROVIDED ON THE PLATFORM ACCURATE, COMPLETE, AND UP-TO-DATE, WE DO NOT GIVE ANY ASSURANCES, AND WILL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS RELATED TO THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THE INFORMATION PROVIDED ON THE PLATFORM. THE COMPANY DOES NOT WARRANT THAT (I) THE FUNCTIONS CONTAINED IN ANY CONTENT, INFORMATION AND MATERIAL ON THE PLATFORM, INCLUDING, WITHOUT LIMITATION ANY THIRD PARTY SITES OR SERVICES LINKED TO THE PLATFORM AND / OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE, (II) THE DEFECTS WILL BE RECTIFIED, OR THAT THE PLATFORM OR THE SERVERS THAT MAKE SUCH CONTENT, INFORMATION AND MATERIALS AVAILABLE ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS; ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE PLATFORM IS ACCESSED AT YOUR OWN RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD AND / OR USE; AND WE CANNOT AND WILL NOT ASSURE YOU THAT OTHER USERS OF THE PLATFORM ARE OR WILL BE COMPLYING WITH THE FOREGOING RULES OR ANY OTHER PROVISIONS OF THESE T&Cs. WE MAY IMPOSE A MAXIMUM AMOUNT OF STORAGE FOR SUBMISSIONS ON THE SERVICES. WE ARE NOT RESPONSIBLE FOR ANY LOSS OR HARM YOU MAY SUFFER AS A RESULT OF ANY DELETION OR FAILURE TO STORE ANY

MESSAGES, COMMUNICATIONS OR OTHER SUBMISSION ASSOCIATED WITH MAINTAINING THE MAXIMUM AMOUNT OF STORAGE. AS BETWEEN YOU AND THE COMPANY, YOU HEREBY ASSUME ALL RISK OF HARM OR INJURY RESULTING FROM ANY SUCH LACK OF COMPLIANCE. LASTLY, AVEGEN HEREBY DISCLAIMS ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, LOSS OF DATA OR ARISING OTHERWISE IN LAW OR EQUITY OR FROM A COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND EXCLUDED. AVEGEN FURTHER DISCLAIMS WARRANTIES THAT THE PLATFORM WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY BUGS OR ERRORS OR DEFECTS WOULD BE FIXED OR THE PLATFORM WILL OPERATE IN COMBINATION WITH YOUR CONTENT, OR WITH ANY OTHER HARDWARE, PLATFORM, SYSTEMS OR DATA NOT PROVIDED BY AVEGEN. YOU ACKNOWLEDGE THAT AVEGEN DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING, THE INTERNET, AND THAT THE PLATFORM MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES.

12. OWNERSHIP

- a) Any and all ownership rights to the Platform, Documentation, Services and branding thereof, including Intellectual Property Rights therein is the sole and exclusive property of Avegen. These T&Cs do not grant the Users', any rights, title and interest in and to Platform, Documentation, Services, its contents, and branding thereof, except where expressly and unequivocally granted herein. Any rights not expressly and unequivocally granted to the Subscriber are reserved.
- b) You agree that You shall not assert, or authorize, assist, or encourage any third party to assert, against Avegen any infringement or misappropriation of Intellectual Property Rights related claim regarding the Platform, Documentation or Services.

13. CONFIDENTIALITY

- a) The Platform and Services provided under these T&Cs contain valuable trade secrets and are the confidential information of Avegen. You shall not disclose, provide or otherwise make available the Platform or its information to any third party, except as expressly granted under these T&Cs.
- b) You agree to use all commercially reasonable precautions to protect the confidentiality of the Platform and Services and shall secure from all third parties having Subscription and Access to the Platform and Services, per the terms of these T&Cs, commitment to maintain the Platform and Services, in confidence.
- c) You agree that under no circumstances Avegen or its affiliates or subsidiaries shall be held responsible or liable for any loss, damage or harm caused due to your reliance on information obtained from the Platform or the Services.

14. GOOGLE PLAY STORE'S AND APPLE APP STORE'S TERMS

The ways in which you can use the Mobile App and Documentation may also be controlled by the rules and policies of Google Play Store (found at https://play.google.com/intl/ALL_us/about/play-terms.html) and Apple App Store (found at <https://www.apple.com/legal/internetservices/itunes/dev/stdeula/>). Google Play Store's and Apple App Store's rules and policies will apply in addition to these terms for the Mobile App.

15. THIRD PARTY SERVICES

We are not responsible for other websites you link to using the Platform or the Services. The Platform may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any). You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

16. INDEMNITY

You agree to indemnify, keep indemnified, defend (at Avegen's sole option) and hold harmless Avegen, its Affiliates and its respective directors, officers, employees, representatives, from and against any and all claims and resulting losses, costs, liabilities, and expenses (including reasonable attorney's fees), arising as a result of or in connection with (a) Your breach of or violation of applicable laws and regulations, (b) use of the Platform or Services, other than as permitted under these T&Cs; (c) Your acts or omissions, (d) Your Submission, (e) a third party claim for infringement or misappropriation based upon Your combination or use of the Platform or Services with services, or products developed by the Subscriber or third parties. The provisions of this section shall survive the termination of these T&Cs.

17. LIMITATION OF LIABILITY

WE DO NOT EXCLUDE OR LIMIT IN ANY WAY OUR LIABILITY TO YOU WHERE IT WOULD BE UNLAWFUL TO DO SO. THIS INCLUDES LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR EMPLOYEES, AGENTS OR SUBCONTRACTORS AND FOR FRAUD OR FRAUDULENT MISREPRESENTATION. IN NO EVENT SHALL AVEGEN BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR SPECIAL DAMAGES HOWSOEVER CAUSED, IN CONNECTION WITH THESE T&Cs, (EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE), INCLUDING WITHOUT LIMITATION, DAMAGES RESULTING FROM ANY ASPECT OF USE OF OR INABILITY TO USE THE PLATFORM OR SERVICES. OUR MAXIMUM AGGREGATE LIABILITY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THE SUBSCRIPTION OR THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE GREATER OF (A) THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO US; OR (B) TEN UNITED STATES DOLLARS (\$10). THE FOREGOING LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES IN THIS CLAUSE FORM AN ESSENTIAL BASIS OF THIS AGREEMENT AND

SHALL APPLY, NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED WARRANTY OR REMEDY HEREIN.

18. TERM AND TERMINATION

- a) These T&Cs will commence upon Your acceptance of these T&Cs or (i) creation of User Account in the case of Mobile App; or (ii) upon Subscription to the Web Application, whichever occurs earlier and unless earlier terminated as provided in this clause, will continue until earlier of the following:
 - i) the expiry of the Subscription Term availed by the Subscriber under the Terms; or
 - ii) the expiry or termination of the Subscription; or
 - iii) deletion of your User Account; or
 - iv) Your breach of the terms of these T&Cs.
- b) **Consequences of Termination:** Upon the expiry or any termination of these T&Cs, the rights and Subscription granted to You hereunder, shall immediately and automatically cease to be in effect, and You shall immediately cease to avail access to the Services and usage of the Platform.
- c) The termination of these T&Cs shall not relieve any party of its obligation or liability accrued prior to the date of termination.
- d) The termination of these T&Cs pursuant to any of the provisions of the Terms, shall not limit or otherwise affect any other remedy (including a claim for damages) that the terminating party may have, arising out of the event that gave rise to the right of termination.

19. INTERPRETATION

These T&Cs will, in all events be construed as a whole, according to its fair meaning, and not strictly for or against a party merely because that party (or the party's legal representative) drafted the T&C. The headings, titles, and captions contained in these T&Cs are merely for reference and do not define, limit, extend, or describe the scope of these T&Cs or any provision herein. Unless the context requires otherwise, (a) the gender (or lack of gender) of all words used in these T&Cs include the masculine, feminine, and neuter, and (b) the word "including" means "including, without limitation".

20. FORCE MAJEURE

Neither party shall be liable to the other for any loss or damage resulting from any cause beyond its reasonable control (a **"Force Majeure Event"**) including, but not limited to, insurrection or civil disorder, riot, war or military operations, national or local emergency, acts or directives of

government or other competent authority, compliance with any statutory obligation or executive order, any Act of God, fire, lightning, explosion, flood, earthquake, epidemics, or other similar force beyond such party's reasonable control. Upon occurrence of a Force Majeure Event and to the extent such occurrence interferes with either party's performance of these T&Cs, such party shall be excused from performance of its obligations during the first three months of such interference, provided that such party uses best efforts to avoid or remove such causes of non-performance as soon as possible. In the event you are required to pay us any amount in relation to the Subscription, this clause shall not relieve you of your obligations to pay us.

21. EXPORT CONTROL RESTRICTIONS

The Services are subject to U.S. export controls restrictions. We will not knowingly make the Services available to you if you are, and you confirm that you are not, (a) located in, or a resident or a national of, any country subject to a U.S. government embargo or trade sanction (currently Cuba, Iran, Sudan, Syria, and the Crimea region of Ukraine) (see <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx> for more information on U.S. sanctions); or (b) on any of the U.S. government lists of restricted end users (for example, including the "Specially Designated Nationals" list available at <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

22. SEVERABILITY

If any provision of these T&Cs are determined to be invalid, illegal or unenforceable in any respect, including because of the duration thereof, the area covered thereby, or the types of activities restricted thereby, by a court of competent jurisdiction (i) the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, and (ii) the court of competent jurisdiction making such determination shall have the power to reduce the duration and/or area of such provisions or types of activities restricted and/or to delete specific words or phrases and in its reduced form such provision shall then be enforceable. The parties may acting in good faith adopt any and all actions required to cause such invalid, illegal and unenforceable provision to be valid and enforceable, or, alternatively, to reach an agreement in relation to said null provision whereby each of the Party receives, as far as possible, substantially the same benefits and obligations based on valid provisions, provided that the T&C is not enforced in a form that materially affects the commercial agreement between the Parties.

23. ASSIGNMENT AND DELEGATION

You may not assign these T&Cs. Avegen may assign these T&Cs in conjunction with the sale of substantial assets, divestiture, merger or amalgamation, or to its affiliate, and may delegate or subcontract its duties. Any unauthorized assignment of these T&Cs is void.

24. WAIVER

Failure to exercise, or any delay in exercising, any right or remedy provided under these T&Cs shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these T&Cs or by law shall preclude or restrict the further exercise of that or any other right or remedy.

25. DISPUTE RESOLUTION

If any dispute arises in connection with this agreement and such a dispute is not resolved by negotiation between the parties within 30 (thirty) days of the dispute arising, the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR.

26. GOVERNING LAWS

These T&Cs and all rights and obligations under these T&Cs shall in all respects be governed by and construed and enforced in accordance with the laws of United Kingdom and the courts of United Kingdom shall have an exclusive jurisdiction to adjudicate any subject matter under these T&Cs.

27. INDEPENDENT CONTRACTOR

The parties are independent contractors and none of their personnel or sub-contractors are agents, representatives or employees of any other party. No party owes a fiduciary duty to any other party. No party shall have the authority to bind or make any representations on behalf of any other party, and no party shall hold itself out as such or knowingly permit another to rely on such belief.

28. SURVIVAL

If these T&Cs are terminated in accordance with the terms hereof, these T&Cs shall become void and of no further force and effect and none of the Parties shall have any right or obligation or liability to the other Parties under these T&Cs, provided however that, the provisions of this section and the sections, which by their very nature are expected to survive the termination of these T&Cs shall survive the termination of these T&Cs, without limit in time.

29. ENTIRE AGREEMENT

These T&Cs constitute the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of these T&Cs, and may not be amended, supplemented, varied or otherwise changed except in writing. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the

subject matter of these T&Cs. Each party acknowledges that, in entering into these T&Cs, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty other than as expressly set out in these T&Cs.

30. REPORT ABUSE

In the event you come across any abuse or violation of these T&Cs or if you become aware of any objectionable content on the Platform, please report to technical support at support@healthmachine.io.

31. COMPLAINTS

If you have any issues with respect to the Platform or the Services, including any discrepancies and complaints with respect to processing of information, you can contact our technical support team at support@healthmachine.io.

32. ELECTRONIC COMMUNICATION AND RECORD

The information communicated by you may constitute an electronic communication. When you communicate with us through the Platform or via e-mail, you are communicating with us electronically. You agree that we may communicate electronically, subject to local privacy and anti-spam laws, and that such communications, as well as notices, disclosures, agreements, and other communications that we provide to you electronically, are equivalent to communications in writing and shall have the same force and effect as if they were in writing and signed by the party sending the communication. This electronic record is generated by a computer system and does not require any physical or digital signatures. This document is published in accordance with the provisions that require publishing the rules and regulations, and terms for access, usage and Subscription to Platform.

33. CHANGES TO THESE T&Cs

Avegen may update these T&Cs. We encourage you to check these T&Cs, on a regular basis to be aware of the changes made to it. These T&Cs were last modified on September 8th, 2021.

“I ACCEPT”