

FARO10 END-USER TERMS OF USE

THE APPLICATION AND SERVICE ARE NOT DESIGNED FOR EMERGENCY USE. IF YOU ARE EXPERIENCING A HEALTH EMERGENCY OR ARE IN A CRISIS SITUATION, PLEASE CALL 911 OR OTHER EMERGENCY SERVICES.

Welcome to the Faro10 mobile application service (the “**Application**”). All end-users of this Application and all related products, documentation and services (collectively, the “**Service**”), are subject to the following terms and conditions of use (these “**Terms of Use**”). Please read these Terms of Use carefully before accessing or using any part of the Service. **By clicking “I Accept” or by downloading the Application and registering for, accessing or using the Service, you agree that you have read, understand, and agree to be bound by these Terms of Use, as amended from time to time, and agree to be bound by Faro10’s Privacy Policy which is hereby incorporated into these Terms of Use.** If you do not wish to agree to these Terms of Use and/or the Privacy Policy, do not access or use the App or any part of the Service.

1. Definitions

(a) **Authorized Individuals.** An Authorized Individual is an individual whom you authorize to access your Faro10 account on your behalf, and may include family members, caregivers and other support team members who are able to provide information and observations to your Authorized Provider.

(b) **Authorized Individual-Representative.** An Authorized Individual-Representative is an individual who has authority to create and manage a Faro10 account on behalf of a dependent and may include a parent, guardian, or other legal representative.

(c) **Personal Information.** Personally-identifying information, including your email address and any health information and unique identifiers.

(d) **Authorized Provider.** A healthcare provider, healthcare practice, or hospital that you authorize to provide and receive information about you and your personal medical needs, events and questions, which may include personal health information, through the Application and Service.

2. Legal Agreement

The Application and Service is provided by Faro10, LLC (“**Company**” or “**Faro10**”). Your use of the Service is subject to these Terms of Use, the Faro10 Privacy Policy, and such other policies as Faro10 may post on the Application or through the Services from time to time. If you are an employee, agent or other representative of a corporation, business, other legal entity or institution (collectively, “**Institution**”) and the Application and Service will be used for the benefit of such Institution, you represent and warrant that you are authorized to use the Application and Service on such Institution’s behalf and shall use the Application and Service solely as required for performance of your services for Institution. If the Institution and Company have entered into a separate customer agreement, your use of the Application and Service is subject to such customer agreement.

Company may change these Terms of Use at any time by posting the amended Terms of Use on the Application and/or providing a notice to you through the Service. If you do not agree to the Terms of Use as amended, you must stop using the Service and cancel your account. Your continued use of the Service after the date the amended Terms of Use is posted will constitute your acceptance of the amended Terms of Use.

The Service is made available only to individuals who are at least 18 years old. If you are less than 18 years old, an Authorized Individual Representative must register and establish an account for your use.

3. Your Account; Authorized Individuals

You are responsible for the security of your userid and/or passwords and for any use of your account using such userid or passwords. You agree to notify us promptly of any unauthorized access to or use of your account. Company may enable you to create accounts for minors or other members of your family over whom you have legal authority. You may only do so if you are the Authorized Individual-Representative, and by doing so, you certify that you have such authority. Company may enable you to give access to your account to Authorized Individuals. When you give access to an Authorized Individual, you grant permission to such Authorized Individual to access the information contained within, communicate with your Authorized Providers and/or perform certain other actions through, the Service. You also may permit your Authorized Providers to communicate with such Authorized Individuals about your health status through the Service. You may remove or add Authorized Individuals or Authorized Providers through the Application.

4. Use of the Service

The Service is provided to you for your personal use. The Service is intended to help your Authorized Providers obtain and receive information about your treatment, prescriptions and health for use by the Authorized Provider in its treatment and diagnosis. You understand and agree that the Service is intended only as a tool and does not replace any advice or consultation with your Authorized Providers and other healthcare professionals.

You may use the Service to send/receive SMS text messages to/from your Authorized Provider or other third parties. Company may also utilize the Service to send you SMS messages relating to your use of the Service, including reminders and customer service notifications, including notifications relating to any potential data breach and you hereby agree to receipt of such Company messages.

5. User Information

You may provide certain Personal Information directly including during the registration process and through use of the Service. When you provide Personal Information through the Service, you provide Company authorization to use and distribute it in connection with the Service, including forwarding such information and allowing access to such information to your Authorized Users and Authorized Providers. Company will use Personal Information only as permitted by the Faro10 Privacy Policy, these Terms of Use, and applicable law. You shall retain ownership of all information and data you provide to Company through the Service, including without limitation, any Personal Information and other responses, observations, text and other materials you may provide through the Service (“**User Content**”). You are solely responsible for your User Content. You hereby grant to Company the right to use and access the User Content as necessary or appropriate for the provision of the Service, including the reproduction, display, modification and distribution of the User Content through the Service.

6. Provider Access

As part of the Service, you may authorize and designate one or more Authorized Providers to receive and provide Personal Information about you, which may include personal health information and questions and information regarding your medical status, prescription adherence and other assessment information. You may use the Service to communicate with and share certain Personal Information with such Authorized Providers. You understand that any decision to use the Service in such ways is entirely voluntary. You understand that if you authorize an Authorized Provider to access your Personal Information in the Service and communicate with you via the Service that Authorized Provider may permit its/his/her staff and other authorized users within its/his/her facility or office to use the Service to access your Personal Information and communicate with you as well.

You acknowledge and agree that Company is not responsible for any Authorized Provider or Authorized Individual misidentifying itself or any misuse of the data by such persons. Company' sole liability and sole responsibility shall be to discontinue access to your account by any entity or individual which Company learns misidentified itself/himself/herself or is otherwise misusing your Personal Information or account.

You may revoke any Authorized Provider's or Authorized Individual's permission to (a) communicate with you through the Service; (b) access your information or account through the Service; or (c) receive or provide Personal Information to your account through the Service. However, copies of all of your Personal Information previously disclosed to such Authorized Providers, third parties, or Authorized Individuals may be retained by such persons or entities. Company cannot, and has no obligation to, remove such information from the Providers, third-parties, or Authorized Individuals.

Company is relying on you to review and assess the qualifications of your Authorized Providers and to make appropriate decisions with respect to Authorized Individuals. Company does not examine the credentials of, perform background checks on, or give its endorsement to any Authorized Provider or Authorized Individual.

7. Authorized Individuals

You may grant access to your account to one or more Authorized Individuals.. When you grant access to an Authorized Individual, you may manage the level of access and/or control the Authorized Individual may have with respect to your account through the Service. You acknowledge and agree that: (a) you are solely responsible for verifying the identity of, and monitoring the use by, any Authorized Individual you select; and (b) Company has no responsibility or liability in connection with any access to, or use of, your account and information by any Authorized Individual.

8. Company Proprietary Rights

Company and its licensors own all proprietary rights to the Application and the Service and all content and technology related thereto, except for Personal Information. Company grants you a personal, revocable, non-assignable, and non-exclusive license to download the Application to your personal mobile device and to use the Service in accordance with

these Terms of Use. You may use the Application and Service solely for your own personal use (or if you are a Authorized Provider or Authorized Individual, the applicable patient-user) and you shall not license, sublicense, copy, modify, create derivative works of, publicly display or perform, republish, store, transmit or distribute any of the Application or any other proprietary content or material in the Service without the prior written consent of Company. You are not permitted to access or use the Service in order to monitor its availability, performance or functionality, for any benchmarking purposes or to build a competitive product or service. Except as expressly set forth herein, you have no right, title or license to any of Company' or its licensors' intellectual property.

9. Restrictions on Use

Your use of the Service and any content accessed or submitted through the Service must comply with all applicable laws, regulations and ordinances, including any laws regarding the export of data or software. Specifically you agree not to do any of the following: (a) upload to or transmit on the Service any defamatory, indecent, obscene, harassing, violent or otherwise objectionable material, or any material that is, or may be, protected by copyright, without permission from the copyright owner; (b) use the Service to violate the legal rights (including the rights of publicity and privacy) of others or to violate the laws of any jurisdiction; (c) intercept or attempt to intercept electronic mail or messages not intended for you; (d) misrepresent an affiliation with any person or organization; (e) upload to or transmit on the Service any advertisements or solicitations of business; (f) restrict or inhibit use of the Service by others; (g) upload or otherwise transmit files that contain a virus or corrupted data; (h) collect information about others (including e-mail addresses or mobile numbers) without their consent; (i) access or attempt to access any account or other use information to which you do not have permission; (j) create, transmit, or display User Content or other health or other information that you do not own or do not have the right to use; or (k) engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Service, or which, as determined by Company, may harm Company or users of the Service or expose them to liability.

10. Maintenance and Support

Company may make available to you from time to time at no additional charge, updates, revisions and new versions of the Application, and you agree to accept all such updates, revisions and versions. All updates, modification, revisions and new versions of the Application will be subject to these Terms. Company will provide reasonable telephone or email support for use of the Service and use reasonable efforts to maintain availability of the Service. You understand and agree that from time to time the Application and Service may be unavailable due to maintenance or technical issues.

11. Modification and Termination

Company may place limits on, modify, suspend or terminate all or any portion of the Service at any time without prior notice. Additionally, notwithstanding the rights you may have to your Personal Information, Company may cancel your account and delete all data associated with your account at any time, and without notice, if we deem that you have violated the terms of this agreement. The connection to and access by your Authorized Provider may be modified, suspended, or terminated by your Authorized Provider at any time and without notice. Company also has the right to maintain and/or destroy all data associated with your account in accordance with its then current document retention and destruction policies. Upon any termination of your account, you must cease all use of the Service.

You also have the right to terminate your y account. You may delete your account at any time by using the functions available through the Service and deleting the Application from your mobile device.

12. Not Medical Advice

YOU ACKNOWLEDGE AND AGREE THAT FARO10 IS NOT A MEDICAL PROFESSIONAL OR HEALTHCARE PROVIDER AND IS NOT ENGAGED IN THE PRACTICE OF MEDICINE. NEITHER COMPANY NOR THE SERVICE OFFERS MEDICAL ADVICE. USE OF THE APPLICATION OR SERVICE IS NOT A SUBSTITUTE FOR THE PROFESSIONAL JUDGMENT OF OR CONSULTATION WITH YOUR HEALTH CARE PROVIDERS. COMPANY, ITS LICENSORS AND SERVICE PROVIDERS ARE NOT RESPONSIBLE FOR THE ACCURACY, TIMELINESS, OR COMPLETENESS OF YOUR PERSONAL INFORMATION, OR FOR ANY RELIANCE BY YOU OR ANY MEDICAL PROFESSIONAL ON YOUR USE OF OR PERSONAL INFORMATION WITHIN THE SERVICE. ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER HEALTHCARE PROVIDER IF YOU EXPERIENCE ANY CRISIS AND BEFORE FOLLOWING OR CHANGING ANY TREATMENT OR REGIMEN. ONLY YOUR DOCTOR CAN PROVIDE YOU WITH ADVICE ON WHAT IS SAFE, APPROPRIATE AND EFFECTIVE FOR YOU. IF YOU HAVE ANY QUESTIONS REGARDING YOUR DIAGNOSIS, PRESCRIPTIONS, TREATMENT, RECOVERY OR HEALTHCARE, PLEASE CONTACT YOUR PHYSICIAN OR OTHER HEALTHCARE PROVIDER. DO NOT DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF YOUR USE OF THE SERVICE. USE OF THE SERVICE IS SOLELY AT YOUR OWN RISK AND COMPANY IS NOT RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND THAT

MAY RESULT FROM YOUR USE OF THE SERVICE OR RELIANCE ON ANY CONTENT MADE AVAILABLE TO YOU THROUGH THE SERVICE.

13. Exclusion of Warranties

THE APPLICATION AND SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY DOES NOT WARRANT THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR-FREE OR THAT THE SERVICE WILL BE TOTALLY SECURE. COMPANY WILL NOT BE LIABLE FOR ANY LOSS OR THEFT OF PERSONAL INFORMATION OR DATA TO THE EXTENT SUCH INFORMATION OR DATA IS BEING TRANSMITTED OVER THE INTERNET OR OTHER MEDIUM BEYOND THE CONTROL OR JURISDICTION OF COMPANY. YOU UNDERSTAND THAT COMPANY WILL TRANSMIT, MONITOR, RETRIEVE, STORE, AND USE INFORMATION YOU SUBMIT IN CONNECTION WITH THE USE OF THE SERVICE. COMPANY CANNOT AND DOES NOT ASSUME ANY RESPONSIBILITY OR LIABILITY FOR THE TRANSMISSION OF ANY INFORMATION YOU SUBMIT, OR ANY THIRD PARTIES' USE OR MISUSE OF INFORMATION TRANSMITTED USING THE SERVICE.

NEITHER COMPANY NOR ANY OF COMPANY' LICENSORS OR SERVICE PROVIDERS MAKES ANY EXPRESS WARRANTIES, AND EACH OF THEM DISCLAIMS ALL IMPLIED WARRANTIES WITH RESPECT TO THE SERVICE, INCLUDING IMPLIED WARRANTIES OF ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEITHER COMPANY NOR ANY OF COMPANY' LICENSORS OR SERVICE PROVIDERS MAKES ANY WARRANTY THAT THE SERVICE SATISFIES GOVERNMENT REGULATIONS, ADDRESSES THE NEEDS OF YOUR PERSONAL SITUATION OR IS ACCURATE, COMPLETE OR UP-TO-DATE.

14. Limitation of Liability

NEITHER COMPANY NOR ANY OF ITS LICENSORS OR SERVICE PROVIDERS MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR ANY DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH USE OF, OR INABILITY TO USE, THE SERVICE, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, WRONGFUL DEATH, LOST PROFITS OR DAMAGES RESULTING FROM DELAY, INTERRUPTION IN SERVICE, VIRUSES, DELETION OF FILES OR ELECTRONIC COMMUNICATIONS, OR ERRORS, OMISSIONS OR OTHER INACCURACIES IN THE SERVICE, INCLUDING ANY CONTENT AVAILABLE ON THE SERVICE, WHETHER OR NOT THERE IS NEGLIGENCE BY COMPANY AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. NEITHER COMPANY NOR ANY OF ITS LICENSORS OR SERVICE PROVIDERS MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN \$100. THE LIMITATIONS IN THIS SECTION APPLY TO YOU ONLY TO THE EXTENT THEY ARE LAWFUL IN YOUR JURISDICTION.

15. Law and Venue

These Terms of Use are governed by North Carolina law. THE EXCLUSIVE VENUE FOR ANY DISPUTE RELATING TO THE SERVICE IS THE STATE AND FEDERAL COURTS LOCATED IN WAKE COUNTY, NORTH CAROLINA. YOU AND COMPANY CONSENT TO THE SOLE PERSONAL JURISDICTION AND VENUE OF THESE COURTS. Nothing in this agreement limits either party's ability to seek equitable relief.

16. General Legal Terms

For purposes of clarification, these Terms of Use are for end users of the Service. You may not transfer or assign your rights or obligations under these Terms. If Company and a Authorized Provider have entered into a separate business associate or services agreement, such other agreement shall control the relationship of Company and such Authorized Provider with respect to its subject matter. Company shall not be liable for any failure or delay in the Service due to causes beyond its reasonable control, including but not limited to war, sabotage, terrorist activities, riot or other acts of civil disobedience, act of any government affecting the terms or performance hereof, accident, fire, explosion, flood, hurricane, severe weather or other acts of God, failure of telecommunication or internet service provider and denial of service attacks or similar attacks. Failure to enforce any provision will not constitute a waiver of that provision. If any provision is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose. The other provisions of these Terms of Use shall remain in full force and effect.

17. Third Party Application Stores

The Application may be made obtained through a third party App Store or other third party application market (such as the App Store or Google Play Store) (each an "Application"). If You have obtained an Application through such third party

market, the following shall apply: (a) Both You and the Company acknowledge that this Agreement is concluded between You and the Company only, and not with such third party, and that such third party is not responsible for the Service or Application or the content therein; (b) The Application is licensed to You on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Service for Your use, subject to all the terms and conditions of this Agreement; (c) You will only use the Application in connection with an such third party device that You own or control and as permitted by the Usage Rules or similar terms set forth in the App Store Terms of Service or applicable third party terms of service; (d) Both You and the Company acknowledge and agree that such third party has no obligation whatsoever to furnish any maintenance and support services with respect to the Service or Application; (e) In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, You may notify such third party of such failure, and such third party will refund the separate purchase price for the Application (if any) paid by You to such third party; and to the maximum extent permitted by applicable law, such third party will have no other warranty obligation whatsoever with respect to the Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will, as between such third party and the Company, be the Company's sole responsibility; (f) Both You and the Company acknowledge that, as between the Company and such third party, the Company, not such third party, is responsible for addressing Your claims or the claims of any third party relating to the Application or Your possession and/or use of the Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; (g) Both You and the Company acknowledge and agree that, in the event of any third party claim that the Application or Your possession and use of the Application infringes that third party's intellectual property rights, the Company, and not such third party, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim; (h) You represent and warrant that You are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that You are not listed on any U.S. Government list of prohibited or restricted parties; (I) Both You and the Company acknowledge and agree that, in Your use of the Application, You will comply with any applicable third party terms of agreement which may affect or be affected by such use; and (j) Both You and the Company acknowledge and agree that such third party and such third party's subsidiaries are third party beneficiaries of this Agreement, and that upon Your acceptance of this Agreement, such third party will have the right (and will be deemed to have accepted the right) to enforce this Agreement against You as the third party beneficiary hereof. Additionally, such third party's trade and service marks, logos, including Apple, the Apple Logo, iPhone, iPad, Android and Google are property of the applicable third party and not the Company.

If you have any questions regarding this Agreement or the Company's Privacy Policy, please contact us at bill@faro10.com.

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