

This policy was last modified June 2020

User Agreement

1. General

Beats Therapeutics (together with its affiliated entities, "**Beats Medical Ltd**", "**we**", "**us**" or "**our**") owns and operates this mobile application, Beats Medical Dyspraxia App (the "**App**"). We are incorporated and registered in Ireland as a limited liability company under company number 619940 and have our registered office at 4 Cube 1, Beacon South Quarter, Sandyford, Dublin 18.

Warning:

(1) This App does not function without a Subscription (as defined below) to our Subscription Services (as defined below). Subscriptions for our Subscription Services are annual and require monthly payments via a valid direct debit mandate as explained below.

YOU HAVE A RIGHT OF WITHDRAWAL FROM THE SUBSCRIPTION SERVICES OF 7 WORKING DAYS FROM ENTERING INTO THIS AGREEMENT. HOWEVER, BY ACCEPTING THESE TERMS YOU ACKNOWLEDGE AND AGREE THAT THE SUBSCRIPTION SERVICES WILL COMMENCE IMMEDIATELY AND YOU WILL NOT HAVE A RIGHT OF WITHDRAWAL FROM THESE TERMS.

(2) This App requires a smart phone with a minimum of 20MB of memory, Internet access and iOS operating systems.

Like most apps and related services, and especially those that involve physical activity, the use of the App is not without risk. **A person interested in using the App should be sure to read, carefully, the full provisions of this User Agreement, including the provisions of Section 3 and Section 15, which Sections provide certain warnings and disclaim and limit our potential liabilities resulting from your use of the App.**

2. Acceptance of this User Agreement and our Privacy Statement

These terms and conditions ("**User Agreement**") govern your use of the App including any updates or supplements to the App unless they come with separate terms, in which case those terms apply. We do not sell the App to you. We remain the owners of the App at all times.

By accessing and using this App you are agreeing to be bound by this User Agreement, our Privacy Statement, and any additional terms and conditions that are referenced herein. You should therefore read this User Agreement carefully and in its entirety.

It is also important that you understand fully what data we collect from you and from your Device. For full details of the type of information we collect via our App our use of such information and to whom we may disclose this information, you must read and accept our Privacy Statement which is hereby incorporated into and forms part of this User Agreement

PLEASE NOTE ALSO THAT THIS USER AGREEMENT CONTAINS TERMS WHICH LIMIT OUR LIABILITY TO YOU. IF YOU DO NOT AGREE TO THIS USER AGREEMENT THEN YOU SHOULD NOT ACCESS OR USE THIS APP AND/OR THE SUBSCRIPTION SERVICES.

3. Important Notice and Disclaimer About this App and our Subscription Services

We make this App as an aid for children with Developmental Coordination Disorder to be used by their parent or guardian with the child. The child must be supervised by a parent or guardian at all times during their use of this App. The parent must ensure the child's compliance with these T and C's

BEATS THERAPEUTICS IS NOT ENGAGED IN THE PRACTICE OF MEDICINE, DOES NOT PROVIDE MEDICAL OR HEALTHCARE SERVICES, AND IS NOT A HEALTHCARE PROVIDER.

This App and any information provided in, via or obtained from it are not intended under any circumstances to be used for medical diagnosis or treatment, and information provided in, via or obtained from this App should not be relied whatsoever for these purposes or any other purpose that may require medical consultation, diagnosis, decision and/or prescription. We do not offer or give medical advice. This App is intended to assist people with Developmental Coordination Disorder, but not to replace the relationship between the person with Developmental Coordination Disorder and their medical professional(s). By using this App, you agree that the information provided in, via or obtained from this App are not a substitution for proper consultation or care by a doctor, psychiatrist, physiotherapist, therapist, nutritionist, support group or other medical or health professional. Always seek the advice of your doctor, psychiatrist, physiotherapist, therapist, nutritionist or other medical or health professional with questions regarding your health.

Never disregard professional medical advice or delay seeking such advice because of your use of the App or the subscription services and/or anything you may have read on this App.

As noted above, our App is intended as an aid for children with Developmental Coordination Disorder, to be used while supervised by an adult or guardian. Any Commentary, opinions and other messages or materials posted on or obtained from our App are not intended to amount to advice on which reliance should be placed. In no circumstances should information obtained through this App be considered a substitute for conventional treatments or of the information and results garnered and provided by a qualified health professional, owing a duty of care to his/her patient. This duty of care is not transferred to, or shared by, us or any other user of the App. We do not recommend or endorse any specific tests, studies, treatments, protocols, medical practitioners, products, procedures, opinions or other information that may be found on this App or on links reached through the App. You retain sole responsibility for, without limitation, all assumptions, interpretations, conclusions and actions made by you arising from your use of this App.

Therefore, to the maximum extent permitted by applicable law, your use of this is at your own risk and we therefore disclaim all liability and responsibility arising from your or your child's use or inability to use the App and any reliance placed on commentary and other materials posted on or obtained from our App by any visitor to our App, or by anyone who may be informed of any of its contents.

We do not warrant the accuracy, precision, updating or exhaustiveness of information made available on this App or through the subscription services. Accordingly, to the maximum extent permitted by applicable law, we disclaim all liability for any loss, damage or distress resulting from any information made available on this App and from your use of such information.

You understand and agree that to the maximum extent permitted by applicable law we are not responsible or liable whatsoever for any claim, loss or damage directly or indirectly resulting from your use of this App and/or the Subscription Services. Therefore, you understand and agree that:

- our App does not guarantee recovery from any medical condition or complaint experienced at the time of using our App or thereafter; and
- you should seek the advice of a doctor or other qualified health professional in respect of any questions concerning your child's medical conditions, psychological distress, nutrition and/or other matters of health.

Children with Developmental Coordination Disorder may be more susceptible to losses of balance and/or have a higher risk of falling. Users of the app, especially the Gross Motor Skills Exercises, could be at risk for falling while using the App and could suffer significant injuries or even a fatality. Consequently, people who have a history of a loss of balance or of falling, or that have suffered a loss of balance or a fall in the recent past, should not use the app.

Use of the App in an outdoor environment, especially through the use of headphones, is at a heightened risk due to the ability of the App to distract a user from his or her surrounding environment, including causing an inability to hear noises or see and identify risks. WE STRONGLY RECOMMEND THAT THE APP BE USED ONLY IN AN INDOOR ENVIRONMENT THAT HAS BEEN ESTABLISHED AS A SAFE AND RISK-FREE ENVIRONMENT AND THAT IS FREE OF OBSTACLES.

Use of our Speech Services (as defined below), like our other Subscription services, is not without risk. Among other concerns, users of the Speech Services may speak or otherwise verbalize sounds too loudly, which can cause damage to the user, including vocal strain and/or breathlessness. A volume gauge has been included in order to help you identify if you are speaking or verbalizing too loudly, but it is reliant on you monitoring and responding to this gauge, and the gauge can be affected by background noise.

Use of our Dexterity Exercises (as defined below) requires fine and repetitive hand movements, such as pinching, drawing, and releasing. Such movement, especially if done frequently, may result in certain consequences associated with those activities, including muscle cramps.

Use of our Gross Motor Skill Exercises (as defined below) requires mobility, balance, coordination, strength, flexibility and independence. We strongly recommend that you take extra care using the Gross Motor Skill Exercises, such that you do not become distracted such that you put yourself or others at danger.

Use of our Spatial Awareness Exercise (as defined below) requires fine and repetitive hand movements, such as rotating hands and wrists to tilt the device gradually. Such movement, especially if done frequently, may result in certain consequences associated with those activities, including muscle cramps.

Nothing in this User Agreement shall affect any rights to which you are entitled under applicable law.

4. Services

We offer four primary services: (i) Speech exercise, which includes sentences (Contact Mission Control), and "ahh" exercise (Commander Voice Lander) ("**Speech Exercises**"); (ii) dexterity exercises, including the Space Race, Around the World, Milky Way Match ("**Dexterity Exercises**"); spatial awareness exercise, which includes Crater Tilt ("**Spatial Awareness Exercises**"); (iv) strength, balance and coordination exercises, which are included within Space Cadet Training Activity Cards ("**Gross Motor Skill Exercises**").

5. Subscriptions and Payment

Payment is provided to Apple Inc, in the form of a subscription which will renew annually unless you opt out of renewal at least 24 hours prior to the renewal date. You will enter into an annual subscription which will renew annually. Payment of your subscription will be charged to your iTunes Account at confirmation of purchase. Your subscription automatically renews unless auto-renew is turned off at least 24-hours before the end of the current period. Your account will be charged for renewal within 24-hours prior to the end of the current period. Subscriptions may be managed by the user and auto-renewal may be turned off by going to the user's Apple Account Settings after purchase.

6. Amendments and Changes to this User Agreement

We may change the terms of this User Agreement at any time by sending you an email with details of the change or notifying you of a change when you next start the App. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the App.

During your continued use of the App: Your continued use of the App signifies your acceptance of any revised version of this User Agreement. If you do not agree to any changes during your continued use of the App you may notify us of your disagreement by e-mailing us at office@beatsmedical.com

During your Subscription or any Renewal (other than on Renewal):Your continued use of the App and/or the Subscription Services signifies your acceptance of any revised version of this User Agreement. If you do not agree to any changes during your Subscription or any Renewal you may notify us of your disagreement by e-mailing us at office@beatsmedical.com and you must cancel your subscription in your Apple Account settings.

On any Renewal: On any Renewal your continued use of the App and/or the Subscription Services signifies your acceptance of the then current version of this User Agreement.

7. Your Device and Updates to this App

You will be assumed to either own or have obtained permission from the owners of the mobile telephone or handheld devices that are controlled, but not owned, by you ("**Devices**") and to download a copy of the App onto the Devices. You and they may be charged by your and their service providers for internet access on the Devices. You accept responsibility in accordance with the terms of this User Agreement for the use of the App on or in relation to any Device, whether or not it is owned by you.

From time to time updates to the App may be issued through the relevant app store. Depending on the update, you may not be able to use the App until you have downloaded or streamed the latest version of the App and accepted any new terms. We are not liable if you do not have a compatible device or if you download the wrong version of the App for your Device.

8. Use of App and Licence Restrictions; IP Ownership

In consideration of you agreeing to abide by this User Agreement, we grant you a non-transferable, non-exclusive licence to use the App on the Devices, subject to the terms of this User Agreement, our Privacy Statement and any relevant rules of the app store from which this App was downloaded or streamed. We reserve all other rights.

Except as expressly set out in this User Agreement or as permitted by any local law, you agree:

- (a) not to copy the App except where such copying is incidental to normal use of the App, or where it is necessary for the purpose of back-up or operational security;
- (b) not to license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the App in any way or translate, merge, adapt or modify the App;
- (c) not to make alterations to, or modifications of, the whole or any part of the App, or permit the App or any part of it to be combined with, or become incorporated in, any other programs;
- (d) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App or attempt to do any such thing except to the extent that such actions cannot be prohibited by applicable law;
- (e) subject to the other provisions of this User Agreement, to keep all copies of the App secure and to maintain accurate and up-to-date records of the number and locations of all copies of the App;
- (f) to include our copyright notice on all entire and partial copies you make of the App on any medium;
- (g) not to provide or otherwise make available the App in whole or in part (including object and source code), in any form to any person without prior written consent from us;
- (h) access the App in order to (i) design or build a competitive product or service, (ii) design or build a product using similar ideas, features, functions or graphics of the App, (iii) copy any ideas, features, functions or graphics of the App, or (iv) launch an automated program or script, including web spiders, web crawlers, web robots, web ants, bots, viruses or worms or any program that may make multiple server requests per second; or
- (i) to comply with all technology control or export laws and regulations that apply to the technology used or supported by the App (together the "**Licence Restrictions**").

As between Beats Therapeutics and you, we own and retain all right, title, and interest in and to the App, all the content, code, data and materials on the App (including without limitation, all information, communications, software, scripting, photographs, illustrations, titles, text, audio, video, graphics, music, sound, images, including its look and feel), (collectively, the "**Beats Medical Dyspraxia App Content**"), including but not limited to any copyrights, trade mark rights, patent rights, design rights, database rights, moral rights, sui generis rights, and other intellectual property and propriety rights therein.

You should note that the Beats Medical Dyspraxia App Content is protected by copyright, trade mark, design, database, patent, moral, sui generis rights and other intellectual property laws (as the case may be), under national laws and international treaties. All such rights (registered and unregistered) in and on the App, and the Beats Medical Dyspraxia App Content, as well as any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you, belong to Beats Medical Dyspraxia App and/or third parties. Beats Medical Dyspraxia App reserves all of its rights in the Beats Medical Content, the App. Nothing in this User Agreement grants you a right or license to use any copyright, trade mark, patent right, design right, database right, moral right, sui generis right or any other intellectual property right owned or controlled by Beats Therapeutics or any third party except as expressly provided herein. Any copy, modification, revision, enhancement, adaption, translation or derivative work of or created from the App shall be owned solely and exclusively by Beats Therapeutics and/or, as applicable, Beats Therapeutics third-party vendors or licensors, as shall any and all copyright, trade marks, patent, design, database, moral, sui generis rights and other intellectual property rights, worldwide therein and thereto, and you hereby assign to Beats Therapeutics any and all of your rights, title and interests in any of the foregoing.

The trademarks, logos, service marks, and trade names (collectively, the "**Marks**") displayed on the App or on content available through the App are registered and unregistered Marks of Beats Therapeutics and others and may not be copied, imitated or used, in whole or in part, without the prior written consent of Beats Therapeutics or the applicable Mark holder.

You may not make alterations, copies, extracts, modifications or additions to the Beats Therapeutics Content, or sell, copy, disseminate or licence it, or misuse the Beats Therapeutics Content in any way. If you want to re-publish, extract, reproduce, disseminate or otherwise use any of the Beats Therapeutics Content, you must contact us in advance for written permission except if otherwise expressly provided in this User Agreement.

We may use information on how you use the App for a number of purposes, which are described in our Privacy Statement. Use of our App generates certain data that is anonymous and does not personally identify you. We own this anonymous data. If and to the extent you have any right, title or interest in or to this anonymous data (or part thereof), you hereby unconditionally and irrevocably assign, transfer and set over unto absolutely all your right, title and interest (including all intellectual property rights), and waive all moral rights, in and to the aforementioned anonymous data.

This is without prejudice to any rights you may have that otherwise can't be waived pursuant to applicable laws.

9. Registered Users

By registering with the App, you represent and warrant that (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are 18 years of age or older and (d) your use of the App does not violate any applicable law or regulation.

You represent and warrant that the information you provide to us is accurate and complete. You must treat your username and password you choose on registration as confidential, and you must not disclose them to any third party. We have the right to disable any username, user identification code or password and/or account, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of this User Agreement. As a user of the App you are expected to respect the confidential nature of the information you may be granted access to by other users. You must not disclose user information or any App content to any other person.

You are responsible for making all arrangements necessary for you to have access to the App. You are also responsible for ensuring that all persons who access the App through your internet connection are aware of these terms, and that they comply with them in full.

10. User Content

We do not claim any proprietary rights in the text, files, images, photos, works of authorship, or any other materials which you upload and/or input to the App (collectively, "**User Content**"). After inputting and/or uploading User Content to the App, you continue to retain all ownership and/or license rights in such User Content, and continue to have the right to use your User Content in any way you choose.

By inputting or uploading any User Content on or through the App, you grant us a license to use, copy, modify, adapt, translate, perform, display, transmit, sell, reproduce, create derivative works from, incorporate in other works, and distribute, in whole or in part, in any manner or medium (whether now known or hereinafter developed), such User Content as we may, in our discretion, choose to do. To the extent any User Content contains personal data we will use it in accordance with our Privacy Statement. The license you grant to us is perpetual (meaning it will not expire), irrevocable (meaning you cannot revoke it), transferable (should we change ownership), non-exclusive (meaning you are free to license your User Content to anyone else in addition to us), fully-paid and royalty-free (meaning we are not required to pay you for the use on the App of the User Content that you provide), fully transferable, assignable and sublicensable (meaning we can transfer our rights), and worldwide (because the internet and the App are global in reach). You will not receive any compensation of any kind for the use of any User Content submitted by you.

You represent and warrant that any User Content that you input or upload on or through the App is original to you and does not copy the work of any third party or otherwise infringe any third-party intellectual rights, moral rights, rights of privacy or publicity rights, and does not contain any defamatory or disparaging statements. Furthermore, you represent and warrant that you have the right to grant the license described above.

You acknowledge that Beats Therapeutics is not responsible or liable to you or any third party for the content or accuracy or completeness of the User Content. However, we reserve the right at all times, in our sole discretion, to screen the User Content and to edit, move, delete and/or refuse to accept any User Content that in our judgment violates this User Agreement or is otherwise unacceptable or inappropriate, whether for legal or other reasons. We cannot be responsible for maintaining any User Content that you provide to us, and we may delete or destroy any such User Content at any time.

11. Acceptable Use

You must:

(a) not use the App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this User Agreement, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the App, or any operating system;

(b) not infringe our intellectual property rights or those of any third party in relation to your use of the App (to the extent that such use is not licensed by this User Agreement), including by means of uploading or transmitting any communications or content of any type that infringes or violates any rights of any party;

(c) not transmit any material that is defamatory, tortious, harmful, obscene, infringing, offensive, racially or ethnically offensive, harassing, scandalous, hateful, inflammatory, threatening, offensive, unlawful, profane, pornographic, or otherwise objectionable in relation to your use of the App including without limitation, anything that facilitates illegal activity, depicts sexually explicit images, promotes unlawful violence, is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, is illegal or which could or does cause damage or injury to any person or property, could give rise to any civil or criminal liability under applicable law, including, without limitation, any material that you are not entitled to post or transmit, or where such posting or transmission is otherwise in breach of any third party intellectual property rights;

(d) not use the App in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;

(e) not collect or harvest any information or data from our systems or attempt to decipher any transmissions to or from the servers;

(f) use the App only for your sole, personal use and must not resell the them to any third party or otherwise use for commercial purposes without our prior written consent;

(g) not manipulate any identifiers to disguise the origin of a message or impersonate another person;

(h) not disclose any other user's personal information without their prior express agreement. This means that if you happen to know another user's identity you must not disclose this to any other user or to any other third party. Furthermore, you must not name, discuss or promote any medications;

(i) not use the App in any manner which could damage, disable, overburden or impair the App or any other party's computer systems or hack or gain unauthorized access to this App and the Beats Therapeutics Content or data. You must not use the App for any illegal or immoral purposes;

(j) not copy or distribute the Beats Therapeutics Content;

(k) not use the App as a means to distribute advertising or other unsolicited material to any third party;

(l) comply with all applicable third-party terms of agreement (e.g., your wireless data service agreement);

(m) ensure that no unauthorized person shall have access to your Device or your password and promptly notify us in the event your password or accounts have been compromised; and

(n) not assign or otherwise transfer your account to any other person or entity.

Where permitted by law, we reserve the right to disclose to our legal representatives, any Court and any regulatory and/or law enforcement authority the identity of any user who breaches this User Agreement and/or our Privacy Statement (or any part thereof).

You agree to indemnify Beats Therapeutics and its affiliates, and each of its or their respective officers, directors, managers,

employees, shareholders, agents, representatives, partners, licensors, successors and assigns from and against any and all claims, losses, expenses, damages and costs, including reasonable attorneys' fees, that arise out of or relate to any claim that information or material which you have submitted to or made available on the App is in breach of this User Agreement (or any part thereof), is in violation of any law or is in breach of any third party rights (including, but not limited to, claims in respect of defamation, invasion of privacy, breach of confidence, infringement of copyright or infringement of any other intellectual property right).

12. Communication at Your Own Risk

E-mail and other methods of transmitting information over the Internet are subject to interference or scrutiny by third parties and should be independently verified. We cannot ensure security and privacy of such communications and all risk in transmitting such communications lies with you. Additionally, by using the App, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using the App or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

13. Indemnity

You agree to indemnify and hold harmless Beats Therapeutics, its affiliates, and each of its and their respective officers, directors, managers, employees, shareholders, agents, representatives, partners, licensors, successors and assigns from and against any and all claims, losses, expenses, damages and costs, including reasonable attorneys' fees, that arise out of or relate to:

- your use or misuse of the App (or any other person accessing the App using your account), or any information accessible over or through the App, including information obtained from third party websites;
- any information you (or any other person accessing the App using your account) submit to or make available on the App;
- violation of this User Agreement or any other laws, regulations and rules by you (or any other person accessing the App using your account); or
- violation of any rights of another by you (or any other person accessing the App using your account).

We reserve the right to exclusively defend and control any claims arising from the above and any such indemnification matters and that you will fully cooperate with us in any such defences.

14. Disclaimers and Limitation of Liability

Use of the App is entirely at your own risk and you assume full responsibility and risk of loss resulting in whole or in part from the use of, viewing, access to, interpreting of, relying on or downloading of the App and/or any Beats Therapeutics Content. We shall not be liable to you or to anyone else for any loss or damage caused in whole or in part by relying upon, using, or interpreting the content or other information obtained through the use of this App. We cannot and do not guarantee or warrant against errors, omissions, delays, interruptions or losses, including loss of data. You are solely responsible for any damages to your Device or loss of data that results from the download or use of the App.

BEATS THERAPEUTICS IS NOT ENGAGED IN THE PRACTICE OF MEDICINE, DOES NOT PROVIDE MEDICAL OR HEALTHCARE SERVICES, AND IS NOT A HEALTHCARE PROVIDER. NOTHING RELATING TO THE USE OF THE APP IS OR SHOULD BE CONSIDERED, OR USED AS A SUBSTITUTE FOR, MEDICAL ADVICE, DIAGNOSIS OR TREATMENT.

YOU SHOULD ALWAYS SEEK THE ADVICE OF YOUR QUALIFIED HEALTHCARE PROFESSIONALS WITH ANY QUESTIONS OR CONCERNS THAT YOU MAY HAVE REGARDING YOUR INDIVIDUAL NEEDS AND ANY MEDICAL CONDITIONS. NEVER DISREGARD, AVOID OR DELAY IN OBTAINING MEDICAL ADVICE FROM YOUR DOCTOR OR OTHER QUALIFIED HEALTHCARE PROVIDER BECAUSE OF SOMETHING YOU HAVE READ OR ACCESSED THROUGH OUR APP OR WEBSITE. IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, YOU SHOULD CONTACT A DOCTOR IMMEDIATELY.

OUR APP IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED. TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, BEATS THERAPEUTICS DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES THAT THE APP IS MERCHANTABILITY, RELIABLE, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, NON-INFRINGEMENT OR FREE FROM DEFECTS OR ABLE TO OPERATE ON AN UNINTERRUPTED BASIS, OR THAT THE USE OF THE APP IS SECURE OR IN COMPLIANCE WITH LAWS OR THAT USER INFORMATION TRANSMITTED IN CONNECTION WITH THE APP WILL BE SUCCESSFULLY, ACCURATELY OR SECURELY TRANSMITTED.

BEATS THERAPEUTICS NEITHER ENDORSES NOR IS RESPONSIBLE FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE OR STATEMENT ON THE APP, NOR FOR ANY OFFENSIVE, DEFAMATORY, OBSCENE, INDECENT, UNLAWFUL OR INFRINGING POSTING MADE THEREON BY ANYONE OTHER THAN AUTHORIZED BEATS THERAPEUTICS EMPLOYEE SPOKESPERSONS WHILE ACTING IN THEIR OFFICIAL CAPACITY (INCLUDING USER CONSENT POSTED BY OTHER USERS OF THE APP).

TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, IN NO EVENT SHALL BEATS THERAPEUTICS OR ITS AFFILIATES OR AGENTS OR ANYONE INVOLVED IN CREATING OR PROVIDING THIS APP AND/OR RELATED CONTENT (A) BE LIABLE TO YOU WITH RESPECT TO THE USE OF THE APP; AND/OR (B) BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION,

DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOSS, THEFT OR CORRUPTION OF USER INFORMATION, THE INABILITY TO USE THE APP, OR DEVICE FAILURE OR MALFUNCTION. YOUR SOLE REMEDY IS TO CEASE USE OF THE APP. BEATS THERAPEUTICS, ITS AFFILIATES AND AGENTS, AND ANYONE INVOLVED IN CREATING OR PROVIDING THIS APP SHALL NOT BE LIABLE EVEN IF ANY OF THEM OR ANY AUTHORIZED REPRESENTATIVE OF THEM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES OR INJURY CAUSED BY ERROR, OMISSION, INTERRUPTION, DEFECT, FAILURE OF PERFORMANCE, UNAUTHORIZED USE, DELAY IN OPERATION OR TRANSMISSION, LINE FAILURE, COMPUTER VIRUS, WORK, TROJAN HORSE OR OTHER HARM. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY PROVIDED ABOVE, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN USERS.

In the event that applicable law does not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental, consequential or other damages, our TOTAL AGGREGATE liability to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to the payment paid by you to us in the 12 (twelve) months preceding your claim or claims

15. Links to Third Party Apps

The App may contain links to third party websites, but this does not mean that we endorse or authorise those websites, nor does it mean that we are affiliated with the third-party website's owners or sponsors. Your use of third party websites is subject to the terms and conditions of use and other policies contained within each of those websites, and you're responsible for reading and complying with those terms and conditions and other policies. We may terminate a link to a third-party website at any time without notice and without liability to you.

16. Suspension / Termination

Without affecting any other right or remedy available to us or you, either party may terminate, or in our case suspend performance under, this User Agreement with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of this User Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified to do so;
- (b) the other party repeatedly breaches any of the terms of this User Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent
- (c) with it having the intention or ability to give effect to the terms of this User Agreement;
- (d) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;
- (e) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (g) an application is made to court, or an order is made, for the appointment of an examiner, or if a notice of intention to appoint an examiner is given or if an examiner is appointed, over the other party;
- (h) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (j) the other party becomes bankrupt or a petition for bankruptcy is made against it; or
- (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in paragraphs (d) to (j) (inclusive).

On termination or suspension of this User Agreement for any reason:

- (a) all licences granted under this User Agreement shall immediately terminate;
- (b) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or suspension, including the right to claim damages in respect of any breach of this User Agreement which existed at or before the date of termination suspension shall not be affected or prejudiced.

17. Severability

This User Agreement operates to the fullest extent permissible by applicable law. If any provision (or part thereof) of the User Agreement is unlawful, void or unenforceable, that provision (or part thereof) is deemed severable from the User Agreement and does not affect the validity and enforceability of any remaining provisions (or part thereof).

18. Other

Nothing in the User Agreement shall be construed to create a partnership or agency relationship between you and us and neither party shall have the right or authority to incur any liability debt or cost or enter into any contracts or other arrangements in the name of or on behalf of the other.

If we fail to insist that you perform any of your obligations under the User Agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

This User Agreement constitutes the entire agreement between us and you with respect to the subject matter contained in this User Agreement and supersedes all previous and contemporaneous agreements, proposals, and communications, written or oral, related to that subject matter.

You also may be subject to additional terms and conditions that may apply when you use the products or services of a third party that are available through the App. In the event of any conflict between such third-party terms and conditions and this Agreement, this Agreement shall govern.

This User Agreement is personal to you and you may not assign it to anyone. If any provision of this User Agreement is found to be unlawful, void or for any reason unenforceable, then that provision will be deemed severable from this User Agreement and will not affect the validity and enforceability of any remaining provisions. This User Agreement is not intended to benefit any third party and does not create any third-party beneficiaries. Accordingly, this User Agreement may be invoked or enforced only by you or us. You agree that, to the extent permitted by applicable law, any claim or cause of action that you may have arising out of or related to use of the App, or this User Agreement must be filed by you within one year after the claim or cause of action arose or else be forever barred. Any and all provisions of this User Agreement that reasonably would be expected to be performed after the termination or

expiration of this Agreement shall survive and be enforceable after such termination or expiration, including, without limitation, provisions relating to ownership, indemnification, limitation of liability and governing law.

19. Irish Law Applies

Ireland is the place of performance in respect of this App. Accordingly, this User Agreement, and any dispute arising under or relating to this Agreement, shall in all respects, be governed by and construed in accordance with the internal substantive and procedural laws of the Republic of Ireland, without regard to any conflicts-of-laws principles.

This User Agreement and any dispute or claim arising out of or in connection with it are or their subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of Ireland, and you agree that the courts of Ireland have exclusive jurisdiction to hear and determine any actions or proceedings that may arise out of or in connection with the User Agreement. However, this does not prevent us from instituting proceedings outside of Ireland.

E-mail Address:office@beatsmedical.com

Street Address: Beacon South Quarter, Sandyford, Dublin 18, Ireland.

PRIVACY STATEMENT

Beats Therapeutics - Mobile App Privacy Policy

Under data protection laws, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes, and your rights in relation to your personal data. This information is provided below and it is important that you read that information.

Policy

Beats Therapeutics Limited (company number: 619940, 4 Cubes 1, Beacon South Quarter, Sandyford, Dublin 18 and its subsidiaries. ("**we**") are committed to protecting your personal data and respecting your privacy.

1. Introduction

1.1 This policy together with our end-user licence agreement and any additional terms of use incorporated by reference into the end-user licence agreement, together our "Terms of Use") applies to your use of:

(a) Beats Medical Dyspraxia App mobile application software ("App") available through the Apple Store or Google Play store ("App Site"), once you have downloaded or streamed a copy of the App onto your mobile telephone or handheld device ("Device");

(b) any of the services accessible through the App ("Services") that are available on the App Site or other sites of ours ("Services Sites"). This policy sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our practices regarding your personal data and how we will treat it.

2. Important information and who we are

2.1 Beats Therapeutics Limited is the controller and is responsible for your personal data (collectively referred to as "we", "us" or "our" in this policy).

2.2 We have appointed a data protection officer ("DPO"). If you have any questions about this privacy policy, please contact them using the details set out below.

3. Contact details

3.1 Our full details are:

(a) full name of legal entity: Beats Therapeutics Limited;

(b) name or title: Ciara Clancy ;

(c) email address: office@beatsmedical.com;

(d) postal address: 4 Cubes 1, Beacon South Quarter, Sandyford, Dublin 18.];

(e) +353 1 254 9975

3.2 You have the right to make a complaint at any time to the Information Commissioner's Office ("ICO"), the UK supervisory authority for data protection issues or other competent supervisory authority of an EU member state if the App is downloaded outside the UK and Ireland.

4. Changes to the privacy policy and your duty to inform us of changes

4.1 We keep our privacy policy under regular review.

4.2 This version was last updated on 18th June 2020. It may change and if it does, these changes will be posted on this page and, where appropriate, notified to you by email OR when you next start the App or log onto one of the Services Sites. The new policy may be displayed on-screen and you may be required to read and accept the changes to continue your use of the App or the Services.

4.3 It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during our relationship with you.

5. Third party links

Our Sites may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. Please note that these websites and any services that may be accessible through them have their own privacy policies and that we do not accept any responsibility or liability for these policies or for any personal data that may be collected through these websites or services, such as Contact and Location Data. Please check these policies before you submit any personal data to these websites or use these services.

6. The data we collect about you

6.1 We may collect, use, store and transfer different kinds of personal data about you as follows:

- (a) Identity Data;
- (b) Contact Data;
- (c) Financial Data;
- (d) Health Data;
- (e) Transaction Data;
- (f) Device Data;
- (g) Content Data;
- (h) Profile Data;
- (i) Usage Data;
- (j) Marketing and Communications Data;
- (k) Location Data.

6.2 We explain these categories of data in clause 18 (Description of categories of personal data).

6.3 We also collect, use and share Aggregated Data such as statistical or demographic data for any purpose. Aggregated Data could be derived from your personal data but is not considered personal data in law as this data will not directly or indirectly reveal your identity. For example, we may aggregate your Usage Data to calculate the percentage of users accessing a specific App feature. However, if we combine or connect Aggregated Data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this privacy policy.

6.4 We do not collect any Special Categories of Personal Data about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership and genetic data). Nor do we collect any information about criminal convictions and offences.

7. How is your personal data collected?

We will collect and process the following data about you:

7.1 Information you give us

This is information including Identity, Contact, Financial and Marketing and Communications Data you consent to giving us about you by filling in forms on the App Site and the Services Sites (together "**Our Sites**"), or by corresponding with us (for example, by email or chat). It includes information you provide when you register to use the App Site, download or register an App, subscribe to any of our Services, search for an App or Service, and when you report a problem with an App, our Services, or any of Our Sites. If you contact us, we will keep a record of that correspondence.

7.2 Information we collect about you and your device

Each time you visit one of Our Sites or use one of our Apps we will automatically collect personal data including Device, Content and Usage Data. We collect this data using cookies and other similar technologies. Please see our cookie policy for further details.

7.3 Location Data

We also use GPS technology to determine your current location. Some of our location-enabled Services require your personal data for the feature to work. If you wish to use the particular feature, you will be asked to consent to your data being used for this purpose. You can withdraw your consent at any time by disabling Location Data in your settings.

7.4 Information we receive from other sources including third parties and publicly available sources

We will receive personal data about you from various third parties [and public sources] as set out below:

(a) Device Data from the following parties:

- (i) analytics providers such as Google; and
- (ii) search information providers such as Google.

(b) Contact, Financial and Transaction Data from providers of technical, payment and delivery services

8. Cookies

We use cookies to distinguish you from other users of the App, App Site, the distribution platform (Appstore) or Services Sites and to remember your preferences. This helps us to provide you with a good experience when you use the App or browse any of Our Sites and also allows us to improve the App and Our Sites. For detailed information on the cookies we use, the purposes for which we use them and how you can exercise your choices regarding our use of your cookies, see our cookie policy.

9. How we use your personal data

9.1 We will only use your personal data when the law allows us to do so. Most commonly we will use your personal data in the following circumstances:

- (a) where you have consented before the processing;
- (b) where we need to perform a contract we are about to enter or have entered with you;
- (c) where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests;
- (d) where we need to comply with a legal or regulatory obligation.

9.2 See Clause 16.1 to find out more about the types of lawful basis that we will rely on to process your personal data.

9.3 We will only send you direct marketing communications by email or text if we have your consent. You have the right to withdraw that consent at any time by contacting us.

10. Purposes for which we will use your personal data

Purpose/activity To install the App and register you as a new App user

Type of data Identity, Contact, Device, Financial if you are required to pay for the service

Lawful basis for processing Your consent

Purpose/activity To process in-App purchases and deliver Services

Type of data Identity, Contact, Transaction, Device, Marketing and Communications, Location

Lawful basis for processing Your consent, Performance of a contract with you, Necessary for our legitimate interests (to recover debts due to us)

Purpose/activity To process performance data

Type of data Identity, Contact, Health Data, Device, Research

Lawful basis for processing Your consent, Performance of a contract with you

Purpose/activity To manage our relationship with you including notifying you of changes to the App or any Services

Type of data Identity, Contact, Financial, Profile, Marketing and Communications

Lawful basis for processing Your consent, Performance of a contract with you, Necessary for our legitimate interests (to keep records updated and to analyse how customers use our products/ Services), Necessary to comply with legal obligations (to inform you of any changes to our terms and conditions)

Purpose/activity To administer and protect our business and this App including troubleshooting, data analysis and system testing

Type of data Identity, Contact, Device

Lawful basis for processing Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security)

11. Disclosures of your personal data

When you consent to providing us with your personal data, we will also ask you for your consent to share your personal data with the third parties set out below for the purposes set out in the table in clause 10 (Purposes for which we will use your personal data):

11.1 Internal Third Parties as set out in clause 16 (Glossary);

11.2 External Third Parties as set out in clause 16 (Glossary);

11.3 Third parties to whom we may choose to sell, transfer or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this privacy policy;

12. International transfers

12.1 Whenever we transfer your personal data out of the EEA, we ensure a similar degree of protection is afforded to it by ensuring at least one of the following safeguards is implemented:

(a) where we use certain service providers, we may use specific contracts approved by the European Commission which give personal data the same protection it has in Europe. For further details, see European Commission: Model contracts for the transfer of personal data to third countries;

(b) where we use providers based in the US, we may transfer data to them if they are part of the Privacy Shield which requires them to provide similar protection to personal data shared between Europe and the US. For further details, see European Commission: EU-US Privacy Shield.

12.2 Please contact us if you want further information on the specific mechanism used by us when transferring your personal data out of the EEA if required.

13. Data security

13.1 All information you provide to us is stored on our secure servers. Any payment transactions carried out by us or our chosen

third-party provider of payment processing services will be encrypted. Where we have given you (or where you have chosen) a password that enables you to access certain parts of Our Sites, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

13.2 Once we have received your information, we will use strict procedures and security features to try to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way.

13.3 We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator when we are legally required to do so.

14. Data retention

14.1 We may have to keep basic information about our customers (including Contact, Identity, Financial and Transaction Data) for six years after they cease being customers for legal reasons.

14.2 In some circumstances you can ask us to delete your data: see clause 17 (Your legal rights) below for further information.

14.3 In some circumstances we will anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you.

15. Your legal rights

15.1 Under certain circumstances you have the following rights under data protection laws in relation to your personal data. Please see section 17 for details of the following

- (a) *Request access to your personal data;*
- (b) *Request correction of your personal data ;*
- (c) *Request erasure of your personal data ;*
- (d) *Object to processing of your personal data ;*
- (e) *Request restriction of processing your personal data ;*
- (f) *Request transfer of your personal data ;*
- (g) *Right to withdraw consent .*

15.2 You also have the right to ask us not to continue to process your personal data for marketing purposes.

15.3 You can exercise any of these rights at any time by contacting us at office@beatsmedical.com, or by writing to us at the address above.

16. Glossary

16.1 Lawful basis

Consent means processing your personal data where you have signified your agreement by a statement or clear opt-in to processing for a specific purpose. Consent will only be valid if it is a freely given, specific, informed and unambiguous indication of what you want. You can withdraw your consent at any time by contacting us.

Legitimate Interest means the interest of our business in conducting and managing our business to enable us to give you the best service/product and the best and most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law). You can obtain further information about how we assess our legitimate interests against any potential impact on you in respect of specific activities by contacting us.

Performance of Contract means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.

Comply with a legal obligation means processing your personal data where it is necessary for compliance with a legal obligation that we are subject to.

16.2 Third parties

(a) **Internal third parties**

Other companies in the Beats Therapeutics Ltd Group acting as joint controllers or processors and who are based in and provide IT and system administration services and undertake leadership reporting.

17. Your Legal Rights

You have the right to:

- (i) **Request access** to your personal data (commonly known as a **data subject access request**). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.
- (ii) **Request correction** of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.
- (iii) **Request erasure** of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to

comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.

(iv) **Object to processing** of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.

(v) **Request restriction of processing** of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios:

- (1) if you want us to establish the data's accuracy;
- (2) where our use of the data is unlawful but you do not want us to erase it;
- (3) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or
- (4) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.

(vi) **Request the transfer** of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.

(vii) **Withdraw consent at any time** where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

18. Description of categories of personal data

18.1 Identity Data

First name, last name, date of birth

18.2 Contact Data

Billing address, delivery address, email address and telephone numbers

18.3 Health Data

Performance Fine Motor Data during fine motor tests and exercises including touch and gestures, activity settings, score, time, performance, errors, cognitive challenge, motor planning, stylus use, activity settings, phone motion and any other app setting related to fine motor performance.

Performance in Speech assessments and exercises using microphone signals including speech, volume and frequencies whilst users are performing speech exercises. Internal and external (headset) microphones can be used to collect data.

18.4 Device Data

Includes the type of mobile device you use, a unique device identifier (for example, your Device's IMEI number, the MAC address of the Device's wireless network interface, or the mobile phone number used by the Device).

18.5 Profile Data

Includes your username and password, in-App purchase history, your interests, preferences, feedback and survey responses.

18.6 Usage Data

Includes details of your use of any of our Apps or your visits to any of Our Sites including, but not limited to, traffic data [and other communication data, whether this is required for our own billing purposes or otherwise [and the resources that you access.

18.7 Marketing and Communications Data

Includes your preferences in receiving marketing from us.

Contacting Us

If you have any questions, requests or complaints regarding this Privacy Statement, including the activities of any other users of the App, please contact us using the following information:

Web: <http://www.beatsmedical.com>

Email: office@beatsmedical.com

Mailing Address: Beats Therapeutics, 4 Cubes 1, Beacon South Quarter, Sandyford, Dublin 18

Changes to this Statement

We do update our Privacy Statement from time to time, as our data collection practices change. By using our App you agree to be bound by this Privacy Statement and any revisions in effect at the time of use. We encourage you to periodically review our Privacy Statement to determine the current policies in force.

This statement was last modified June 2020