

This policy was last modified March 10, 2017

User Agreement

1. General

Beats Medical Limited (together with its affiliated entities, “Beats Medical”, “we”, “us” or “our”) owns and operates this mobile application, [] App (the “App”). We are incorporated and registered in Ireland as a limited liability company under company number 518631 and have our registered office at Beats Medical, 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 OR CANCELLATION OF THESE TERMS.

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

Like most apps and related services, and especially those that involve physical activity, the use of the App and/or the Subscription Services is not without risk. **A person interested using the App and/or the Subscription Services 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 and/or the Subscription Services.**

2. Acceptance of this User Agreement and our Privacy Statement

These terms and conditions (“User Agreement”) govern your use of the App and the Subscription Services we provide via the App including any updates or supplements to the App or any of the Subscription Services, 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 or that otherwise may apply to specific features of the Subscription Services or to products or services that we make available to you through the Subscription Services. 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 and the Subscription Services, 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, and the Subscription Services through it, as an aid for Parkinson's Disease sufferers.

BEATS MEDICAL 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 Parkinson's Disease sufferers, but not to replace the relationship between you and your medical professional(s). By using this App and the Subscription Services 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 and Subscription Services are intended as an aid for Parkinson's Disease sufferers. The Subscription Services and/or 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 the Subscription

Services and/or 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 and/or the Subscription Services.

Therefore, to the maximum extent permitted by applicable law, your use of this App and/or the Subscription Services is at your own risk and we therefore disclaim all liability and responsibility arising from your use or inability to use the App and/or the Subscription Services 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 or the Subscription Services 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 medical conditions, psychological distress, nutrition and/or other matters of health.

PARKINSON'S DISEASE SUFFERERS MAY BE MORE SUSCEPTIBLE TO LOSSES OF BALANCE AND/OR HAVE A HIGHER RISK OF FALLING. USERS OF THE APP, ESPECIALLY THE METRONOME SERVICE, COULD BE AT RISK FOR FALLING WHILE USING THE SERVICE 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 OR THE SUBSCRIPTION SERVICES.

Use of the App and/or the Subscription Services in an outdoor environment, especially through the use of headphones, is at a heightened risk due to the ability of the App and/or the Subscription Services 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 AND THE SUBSCRIPTION SERVICES BE USED ONLY IN AN INDOOR ENVIRONMENT THAT HAS BEEN ESTABLISHED AS A SAFE AND RISK-FREE ENVIRONMENT AND THAT IS FREE OF OBSTACLES.

Our Metronome Service (as defined below) is designed to work with your lifestyle and not be intrusive or affect your activities. However, we strongly recommend that you take extra care using the Metronome Service such that you do not become distracted by or unduly focused on the metronome such that you put yourself or others at danger. Our Metronome Service should not be used while operating a vehicle or machinery. Individuals that have a history of falls or that have had one or more recent falls in the past should not use the App and/or the Subscription Services, especially the Metronome Service.

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.

Our Calendar Service (as defined below) is intended as a handy reminder to take your medications. It is only as reliable as the information you input into the App and we do not recommend you rely on the Calendar Service as your sole means of reminder to take medication. Taking your medication is solely your responsibility.

The Subscription Services may be monitored by us but we do not offer 24/7/365 monitoring as part of the Subscription Services and we are not a medical alert service.

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

4. Services

We offer six primary services: (i) a daily 2 minute metronome assessment; (ii) our metronome therapy which if used correctly provides you with a daily, tailored metronome which is intended to assist your mobility. This treatment is available as a morning, afternoon or anytime treatment. For optimum use we suggest you partake in the morning and afternoon treatment daily (“**Metronome Service**”); (iii) speech exercise, which includes words, sentences, and “ahh” exercise (“**Speech Exercises**”); (iv) dexterity exercises, including the 9-hole peg test, handwriting, and agility exercise (“**Dexterity Exercises**”); (v) a calendar service where you can insert daily and hourly reminders to take your medication (“**Calendar Service**”); and (vi) reports on your progress (“**Reporting Service**”). We also provide support to users, such as phone support with the set-up of the services and thereafter (all such services collectively referred to as the “**Subscription Services**,” which term also shall include any additional or replacement services offered by us via the App from time to time).

In order to use the Metronome Service you must use the App each morning to perform a test of your mobility using your Device. We will review the data collected from your Device and send you a tailored metronome to your Device. It is intended that you use this metronome for at least ten minutes, twice daily. This is repeated daily for the duration of your Subscription (as defined below) or as often as you use the Metronome Service.

As part of the Reporting Service we review your use of the metronome provided to you and we will provide you with monthly reports which are accessible via the App or via our website www.beatsmedical.com. When accessing our website www.beatsmedical.com, in order to access your reports, you are subject to this User Agreement.

The Calendar Service provides reminders via the App and your Device to take any medication which you have inputted into the App. This is a reminder service only and is only as reliable as the information inputted by you and the availability to you of your Device and the App.

5. Subscriptions and Payment

We currently offer an annual subscription to the Subscription Services (“**Subscription**”) payable monthly in arrears at a daily charge of €1.00 (“**Subscription Fee**”). The Subscription Fee must be paid by direct debit, and the Subscription Services will only commence after receipt of your completed direct debit mandate by day 14.

In consideration of payment of the Subscription Fee, we grant you the right to access and use the Subscription Service available from this App for the duration of your Subscription and any Renewal, subject to the terms and conditions of this User Agreement.

6. Renewal of your Subscription

Your Subscription will automatically renew on each annual anniversary of your Subscription for a further period of 12 (twelve) months (each, a “**Renewal**”). You can opt-out from this Renewal at any time by emailing us at office@beatsmedical.com, writing to us at 4 Cubes 1, Beacon South Quarter, Sandyford, Dublin 18.

We may increase the Subscription Fees in advance of any Renewal to apply to that Renewal. These will be notified to you in advance so that you can decide to renew or not.

7. Amendments and Changes to this User Agreement

We may change the terms of this User Agreement at any time by sending you an SMS 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 Subscription Services.

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@beasmedical.com and we will terminate the Subscription Services as soon as practicable. You will be liable for the Subscription Fees due and payable up to that point and these will be deducted via your direct debit mandate.

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.

8. 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 or the Subscription Services 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 Subscription Services 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.

9. 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 or the Subscription Services (together the "**Licence Restrictions**").

As between Beats Medical 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), and the Subscription Services (collectively, the "**Beats Medical 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 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, the Subscription Services, and the Beats Medical Content, as well as any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you, belong to Beats Medical and/or third parties. Beats Medical reserves all of its rights in the Beats Medical Content, the App and the Subscription Services. 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 and other intellectual property right owned or controlled by Beats Medical 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 or the Subscription Services shall be owned solely and exclusively by Beats Medical and/or, as applicable, Beat Medical's 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 Medical 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 Medical and others and may not be copied, imitated or used, in whole or in part, without the prior written consent of Beats Medical or the applicable Mark holder.

You may not make alterations, copies, extracts, modifications or additions to the Beats Medical Content, or sell, copy, disseminate or licence it, or misuse the Beats Medical Content in any way.

If you want to re-publish, extract, reproduce, disseminate or otherwise use any of the Beats Medical 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 [] (in consideration of us providing you the Subscription Services) 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.

10. 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, 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.

11. 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 Medical 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.

12. Acceptable Use

You must:

- (a) not use the App or the Subscription Services 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, any Subscription Service 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 or any Subscription Service (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 or any Subscription Service 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 or any Subscription Service 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 any Subscription Service or our systems or attempt to decipher any transmissions to or from the servers running any Subscription Service;

(f) use the App and the Subscription Services 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 unauthorised access to this App and the Beats Medical Content or data. You must not use the App for any illegal or immoral purposes;

- (j) not copy or distribute the Subscription Services or the Beats Medical Content;
- (k) not use the App or the Subscription Services 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 Medical 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).

13. 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 or any Subscription Service, 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.

14. Indemnity

You agree to indemnify and hold harmless Beats Medical, 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), any of the Subscription Services 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.

15. 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 Medical 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 or the Subscription Services.

BEATS MEDICAL IS NOT ENGAGED IN THE PRACTICE OF MEDICINE, DOES NOT PROVIDE MEDICAL OR HEALTHCARE SERVICES, AND IS NOT A HEALTHCARE PROVIDER. NOTHING CONTAINED IN THE SUBSCRIPTION SERVICES OR 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 AND THE SUBSCRIPTION SERVICES PROVIDED THEREIN ARE 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 MEDICAL 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 AND/OR THE SUBSCRIPTION SERVICES 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 MEDICAL 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 MEDICAL 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 MEDICAL OR ITS AFFILIATES OR AGENTS OR ANYONE INVOLVED IN CREATING OR PROVIDING THIS APP OR THE SUBSCRIPTION SERVICES 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 AND SUBSCRIPTION SERVICES. BEATS MEDICAL, ITS AFFILIATES AND AGENTS, AND ANYONE INVOLVED IN CREATING OR PROVIDING THIS APP OR THE SUBSCRIPTION SERVICES 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, WORM, 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 Subscription Fees paid by you to us in the 12 (twelve) months preceding your claim or claims.

16. 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.

17. 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) you fail to keep in place a valid direct debit mandate or valid credit card details or fail to pay us any amount due under this User Agreement on the due date for payment and remains in default not less than 30 days after being notified to make such payment;
- (b) 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;
- (c) 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 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) the Subscription Services shall cease; and

(c) 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.

18. 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, the Subscription Services 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.

Version 1 Effective as at March 2017

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Street Address: Beats Medical Limited, 4 Cubes 1, Beacon South Quarter, Sandyford, Dublin 18, Ireland.