

TERMS AND CONDITIONS

Welcome To On Cure's Application!

These Terms and Conditions ("**Terms and Conditions**") is a legally binding agreement between you, the person or entity that will be utilizing On Cure's mobile application (referenced below as "**You**" or "**Your**"), and Myrtus Enterprise LLC ("**On Cure**" or "**We**"), with respect to On Cure's mobile application (the "**App**").

By installing, downloading, copying, accessing, or using the App, You acknowledge that you have read, understood, and agree, and accept the Terms and Conditions hereof. On Cure reserves the right, in its sole discretion, to modify these Terms and Conditions at any time by posting the modified provisions at www.oncure-app.com, and You shall be responsible for reviewing and becoming familiar with any such modifications. Please note that any such modifications shall become effective immediately upon posting. **IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS, DO NOT ACCESS OR USE ANY PART OF THE APP.**

1. THE APP AND PROPOSED SERVICES

- 1.1. THE APP IS NOT A MEDICAL DEVICE AND IS FOR INFORMATION PURPOSES ONLY. THE APP IS NOT INTENDED TO PROVIDE, AND ITS CONTENT DOES NOT CONSTITUTE MEDICAL INFORMATION OR MEDICAL ADVICE AND/OR PERSONAL ADVICE AND/OR DIAGNOSIS AND/OR ASSISTANCE IN DIAGNOSIS OF ANY KIND. YOU SHOULD NOT USE THIS APP WITHOUT ENSURING THAT THE NOTIFICATIONS CONTAINED IN THE APP COMPLY WITH THE RECOMEDNATIONS OF YOUR CHILD'S PEDIATRICIAN. ALL OF THE INFORMATION USED BY THE APP TO OFFER YOU ITS FEATURES AND CAPABILITIES, INCLUDING WITHOUT LIMITATION, GENERATE NOTIFICATIONS TO YOU, IS AVAILABLE TO THE PUBLIC BY THE UNITED STATES FOOD AND DRUG ADMINISTRATION ("**FDA**"), MEDICINE MANUFACTURERS' GUIDELINES AS SPECIFIED IN SAID MANUFACTURERS' PUBLICLY AVAILABLE INFORMATION, INCLUDING WITHOUT LIMITATION INFORMATION SPECIFIED IN AND/OR ATTACHED TO MEDICINE BOTTLES/PACKAGES, AAP'S (AMERICAN ACADEMY OF PEDIATRICS) PUBLICLY AVAILABLE INFORMATION AND OTHER PUBLICLY AVAILABLE INFORMATION PROVIDED FREELY BY VARIOUS CHILDREN'S HEALTHCARE PROVIDERS.
- 1.2. THE USE OF THE APP IS AT YOUR OWN RISK. YOU SHOULD ALWAYS, PRIOR TO ANY USE OF THE APP, AND PRIOR TO ADMINISTERING ANY MEDICATION, SEEK AND CAREFULLY FOLLOW ALL OF YOUR CHILD'S PEDIATRICIAN'S INSTRUCTIONS, DIRECTIONS, GUIDELINES OR ANY OTHER MEDICAL ADVICE. INSOFAR AS MEDICAL ADVICE AND/OR OTHER PERSONAL ADVICE IS REQUIRED IN CONNECTION WITH YOUR CHILD'S USE OF ANY MEDICATION OR OF THE ACTIVE INGREDIENTS CONTAINED IN ANY MEDICATION THAT THIS APP PROVIDES NOTIFICATIONS FOR, YOU ARE SOLELY RESPONSIBLE FOR OBTAINING APPROVAL FROM YOUR HEALTHCARE PROVIDER SEPARATELY AND INDEPENDENTLY. FURTHERMORE, YOU SHOULD ALWAYS, PRIOR TO ANY USE OF THE APP, READ THOROUGHLY, MAKE SURE YOU UNDERSTAND AND FOLLOW CAREFULLY ALL OF THE MANUFACTURERS' INSTRUCTIONS AND GUIDELINES IN CONNECTION WITH ANY MEDICATION AND/OR THE ACTIVE INGREDIENTS INCLUDED IN ANY MEDICINE THIS APP MAY PROVIDE NOTIFICATIONS FOR.
- 1.3. FURTHERMORE, THE APP IS NOT INTENDED TO BE USED IN ANY SITUATION OR CIRCUMSTANCES THAT MAY BE CONSIDERED AS AN EMERGENCY. IN ANY EVENT THAT MAY BE CONSIDERED AS AN EMERGENCY, YOU SHOULD

IMMEDIATELY SEEK URGENT MEDICAL CARE AND NOT USE THE APP.

- 1.4. BY USING THIS APP YOU ASSUME ALL LIABILITY FOR ANY MEDICAL OR HEALTH INFORMATION THAT IS CREATED OR STORED OR UPLOADED ON THE APP BY YOU, AND YOU AGREE TO FULLY INDEMNIFY AND HOLD ON CURE HARMLESS FROM ANY LIABILITY, EXPENSE, SUIT, ACTION OR CLAIM (INCLUDING REGULATORY PROCEEDINGS) RELATED TO YOUR BREACH OF THESE TERMS AND CONDITIONS, OR ARISING OUT OF YOUR FAILURE TO STRICTLY FOLLOW THESE TERMS AND CONDITIONS INCLUDING, WITHOUT LIMITATION, ANY LIABILITY, EXPENSE, SUIT, ACTION OR CLAIM THAT ARISES THROUGH YOUR USE OF THE APP.
- 1.5. BY ADDING A CHILD'S PROFILE TO THE APP, YOU EXPRESSLY ACKNOWLEDGE AND APPROVE THAT THE CHILD IS NOT PREVENTED FROM TAKING ANY OF THE MEDICATIONS OR ACTIVE INGREDIENTS THE APP PROVIDES NOTIFICATIONS FOR AND/OR ANY MEDICINE, DRUG OR SUBSTANCE THAT YOU MANUALLY ENTERED INTO THE APP IN ORDER TO GET ADDITIONAL NOTIFICATIONS FOR DUE TO ANY REASON WHATSOEVER, INCLUDING WITHOUT LIMITATION ALLERGY, REACTION WITH ANY OTHER MEDICATION, DRUG OR SUBSTANCE TAKEN BY THE CHILD, OR ANY MEDICAL CONDITION AND/OR DIAGNOSIS RELATED TO THE CHILD.
- 1.6. ON CURE RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO CHARGE A FEE FOR USING THE APP, INCLUDING WITHOUT LIMITATION FOLLOWING A FREE SERVICE PERIOD OF THE NATURE DETERMINED BY ON CURE. IN ADDITION, AND WITHOUT DEROGATING OF THE FOREGOING, ON CURE RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO OFFER CERTAIN FEATURES TO SPECIFIC USERS SUCH AS PAYING USERS, INCLUDING WITHOUT LIMITATION, THE FEATURE OF ALLOWING THEM TO ADD OTHER USERS TO A GROUP OF CAREGIVERS, THAT CAN ASSIST IN ADMINISTERING MEDICINE TO A CHILD AND UPDATING THE ADMINISTRATION WITHIN THE APP SO THAT ALL USERS WITHIN THE GROUP ARE UPDATED SIMULTANEOUSLY; AND TO OFFER ADDITIONAL FEATURES IN THE FUTURE THAT SHALL BE AVAILABLE, IN WHOLE OR IN PART, TO PAYING USERS.
- 1.7. ALL OF THE APP'S FEATURES AND CAPABILITIES, INCLUDING WITHOUT LIMITATION, NOTIFICATIONS PROVIDED BY IT, ARE INTENDED TO BE IN STRICT ADHERENCE WITH, AND SOLELY BASED ON, MANUFACTURERS' AND FDA'S GUIDELINES. THE APP DOES NOT PROVIDE ANY TOOLS FOR, AND YOU COMMIT TO ABSTAIN FROM USING IT IN ANY WAY THAT DEVIATES FROM THESE TERMS AND CONDITIONS AND/OR THAT MAY RESULT IN ADMINISTERING MEDICATION IN A WAY THAT DOES NOT STRICTLY ADHERE TO SAID GUIDELINES.

2. **ON CURE CONTENT AND LICENSE TO USE THE APP**

- 2.1. On Cure retains all right, title, and interest in and to the App (including all related intellectual property rights). Subject to these Terms and Conditions, On Cure hereby grants You a limited, personal, non-transferable, non-exclusive, non-assignable, non-sub-licensable license to install, access, and use the App, provided that You will not alter or modify any part of the App. Except as expressly provided herein, no other rights or licenses, expressed or implied, are granted to You by On Cure with respect to the App, including any intellectual property right, whether registered or not.
- 2.2. All photos, texts, scripts, designs, graphics, logos, audios, videos, songs, interactive features, interfaces, software, code, trademarks, service marks, trade names and other content ("**Content**") used, displayed, included, incorporated, uploaded, posted or published by On Cure or other third parties, as part of the App, are the sole property of On Cure and/or their licensors ("**On Cure Content**"), subject to copyright and other intellectual property rights

under applicable laws, and You may not use, download, distribute and/or copy them, in whole or in part, without the prior written permission of On Cure. For the sake of clarity, You may not copy, reproduce, modify, publicly display, publicly perform, publish, distribute sell, license, rent, transfer, reproduce, create derivative works based on, or exploit in any way, On Cure Content or any part thereof.

3. **PROHIBITED USE**

- 3.1. You hereby undertake that You will not, and will not permit or authorize third parties to use the App in any way that: (i) is related to any commercial purpose; (ii) is defamatory, abusive, harassing, threatening, racially discriminatory, or constitute an invasion of a right of privacy of another person, or otherwise offensive, violent, vulgar, obscene, or otherwise harms or can reasonably be expected to harm any person or entity; (iii) infringes, violates, misuses or otherwise interferes with any copyright, patent, trademark, trade secret or other intellectual property right or contractual rights of any third party; (iv) is illegal or encourages or advocates illegal activity; (v) post or transmit any communication or solicitation designed or intended to obtain password, account, or private information from any third party; (vi) use any equipment, software or other item that contains viruses, trojan horse, worm, or any other computer programs designed to interrupt, destroy, or limit the functionality of the App or any system, computer software, hardware or telecommunications equipment; (vii) create a false identity or impersonate another person; (viii) “stalk” or otherwise harass another or is antisocial, disruptive, or destructive, including “flaming“, “spamming“, “flooding“, “trolling“, and “griefing“ as those terms are commonly understood and used on the internet; or (ix) violate these Terms and Conditions and any applicable local, state, national or international law or regulation.
- 3.2. In addition, except as expressly authorized herein, You will not, and will not permit or authorize third parties to: (i) take any action intended to circumvent or disable the operation of any security feature or measure of the App; (ii) publish, distribute, sell, disclose, market, sublicense, rent, lease, display, provide, transfer or make available the App, or any portion thereof, to any third party; (iii) decompile, reverse engineer, disassemble, enhance, or otherwise make any attempt to discover the source code of the App or any part thereof; (iv) modify, reproduce, or create derivative works from the App or any part thereof; (v) access the App or On Cure's facilities via automated means, including by crawling, scraping, caching or otherwise (except as may be the result of standard search engine protocols or technologies used by a search engine with our express consent); or (vi) use the App in any manner that is illegal or not authorized by these Terms and Conditions.

4. **FREE SERVICE PERIOD, PAID SERVICE, AND PAYMENTS**

- 4.1. You may choose to use On Cure’s free service period or pay the fee for unlimited use of the app, depending on your need. On Cure may offer a one-time free service period during the first episode in which You use the App. On Cure charges a one-time fee for You to continue to use the App. A further one-time fee is charged to unlock the group use feature, and additional one-time fees may be charged to unlock additional features that may be offered in the future, as explained in section 1.6 herein above.
- 4.2. If You have chosen to use the free service period, and after using On Cure for the first episode You have decided not to pay the fee to continue to use the App, You must uninstall the App and delete all copies of the App from your device(s), to avoid incurring any charges. If You continue to use the App after the first episode, You will be asked to authorize On Cure to process Your account with Apple Inc’s App Store for the full cost of the App, as described to You during the payment process.
- 4.3. On Cure reserves the right to modify, cancel and/or limit the features available by the App during the free service period at any time.

5. **GENERAL TERMS OF USE**

- 5.1. You are responsible for obtaining and maintaining any equipment, hardware, software or ancillary services required to access and use the App, and for any fees charged by third parties in connection therewith, and On Cure shall have no responsibility or obligation in connection therewith.
- 5.2. If You send On Cure feedbacks or suggestions regarding the App, You acknowledge that On Cure may use them at its sole discretion, without any obligation to compensate You in any manner for such feedbacks or suggestions.
- 5.3. On Cure may change, suspend or discontinue the App at any time, including the availability of any feature, content or database, without notice or liability.
- 5.4. It is hereby clarified, that the App may contain links to other third parties' websites, applications or features, or referrals to certain third parties' products or services that are not owned or controlled by On Cure and that On Cure has no control over. If You choose to visit such third party's websites, applications or features, or use its products or services, please be aware that such third party's own terms of use and privacy policy will apply and govern Your activities. On Cure does not make any representation or warranty whatsoever regarding such third party's websites, applications, features, services, products or content. On Cure also does not endorse and cannot ensure that You will be satisfied with any content, products or services that You accessed, purchased or downloaded from such other third parties, and is not responsible or liable in any manner for Your interaction with such third parties.

6. **USAGE RULES**

Since You are downloading the App from a third party platform, service provider or distributor, such as Apple App Store, Google Play Store, etc. (the "**Platform Provider**"), You may also be governed by usage rules which the Platform Provider may have established and which relate to your download and/or use of the App.

7. **WARRANTY AND DISCLAIMER**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE APP IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO THE USE OF THE APP, INCLUDING ANY AND ALL CONSEQUENCES RELATED TO OR ARISING FROM SUCH USE IS SOLELY WITHIN YOU. WITHOUT DEROGATING FROM THE GENERALITY OF THE FOREGOING, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK TO THE SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS SOLELY WITH YOU. ALTHOUGH THE APP WILL BE REVIEWED PERIODICALLY TO ENSURE ADHERENCE TO GENERAL, PUBLISHED MEDICAL GUIDELINES, AND ON CURE WILL USE COMMERCIALY AVAILABLE MEANS TO UPDATE IT ACCORDINGLY, AS MUCH AS AN UPDATE IS REQUIRED AND AS REASONABLY POSSIBLE, THE APP IS SUPPLIED "AS IS", AND WITHOUT WARRANTY OF ANY KIND. ON CURE DOES NOT WARRANT THAT THE USE OF THE APP WILL BE UNINTERRUPTED, ERROR-FREE OR WILL MEET YOUR SPECIFIC REQUIREMENTS OR COMPLY WITH THE RECOMMENDATIONS OF YOUR CHILD'S PERSONAL PEDIATRICIAN. ON CURE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE APP, THE CONTENT AND YOUR USE THEREOF, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AVAILABILITY, SECURITY, COMPATIBILITY, NON-INFRINGEMENT OR COMPLETENESS OF RESPONSES, RESULTS AND LACK OF NEGLIGENCE.

8. **LIMITATION OF LIABILITY**

IN NO EVENT SHALL ON CURE, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY PERSONAL INJURY, OR ANY SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING LABOR COSTS, LOSS OF DATA, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF BUSINESS INFORMATION, OR LOSS OF USE OR OTHER

PECUNIARY LOSS, IN CONNECTION WITH OR ARISING OUT OF THESE TERMS AND CONDITIONS, THE USE OF THE APP, ANY TRANSACTION, OR YOUR USE OF OR INABILITY TO USE THE APP, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, REGARDLESS OF WHETHER ON CURE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE SHALL THE AGGREGATE LIABILITY OF ON CURE AND ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS UNDER THESE TERMS AND CONDITIONS OR ARISING OUT OF OR OTHERWISE RELATED TO YOUR USE OF THE APP EXCEED ONE HUNDRED US DOLLARS.

WITHOUT DEROGATING FROM THE FOREGOING, ON CURE ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS (INCLUDING WITH RESPECT TO THE APPLICABLE CLOUD SERVICE PROVIDER'S SERVERS), APP AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (III) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICE AND/OR APP, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE AND/OR APP THROUGH THE ACTIONS OF ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE APP.

9. **INDEMNIFICATION.**

Upon its first demand, You will indemnify and hold On Cure, its shareholders, directors, officers, employees, and agents harmless from any claim, liability, cost, loss, damage and expense (including reasonable legal fees) caused, arising from, or related to Your access and use of the App in violation of these Terms and Conditions or in violation or infringement of any rights (including, without limitation, privacy right, copyright, or other intellectual property rights) of any third party.

10. **TERMINATION.**

These Terms and Conditions are effective until terminated. You may terminate this these Terms and Conditions at any time by uninstalling the App and destroying all copies of the App in your possession or control. On Cure may terminate these Terms and Conditions immediately upon notice to you for any or no reason. These Terms and Conditions will terminate immediately without notice from On Cure if you fail to comply with any provision of these Terms and Conditions (including breach for nonpayment, if applicable). Upon termination of these Terms and Conditions, You agree to immediately uninstall the App and destroy all copies of the App.

11. **MISCELLANEOUS**

11.1. These Terms and Conditions and its performance shall be governed exclusively by the laws of the State of Texas, without regard to conflict of laws provisions that would result in the application of the laws of any other jurisdiction. The parties hereto submit the exclusive jurisdiction to the courts of Collin County, Texas.

11.2. You acknowledge and agree that You have read the On Cure Privacy Policy located at the App and on On Cure's website, at www.uncure-app.com, or otherwise made available to you by On Cure, and consent to the handling and processing of Your data as described in the On Cure Privacy Policy.

11.3. These Terms and Conditions and Privacy Policy constitute the entire agreement between You and On Cure with respect to the use of the App, and supersede all prior or contemporaneous understandings regarding such subject matter.

11.4. On Cure reserves the right to update these Terms and Conditions from time to time, with or without notice. If so, On Cure will post its updated Terms and Conditions on the App and on On Cure's website, at www.uncure-app.com. Your continued use of our services will be subject to the then-current Terms and Conditions. If any modification is unacceptable to You, You may

cease using the App. If You do not cease using the App, You will be deemed to have accepted those modifications.

- 11.5. On Cure may assign at any time any of its rights and/or obligations hereunder to any third party without Your consent.
- 11.6. These Terms and Conditions will also govern any future upgrades or updates or new releases provided by On Cure in connection with the App, unless any such upgrades or updates are accompanied by a separate license, in which case the terms of that separate license will govern.
- 11.7. In the event that a court of competent jurisdiction finds any provision of these Terms and Conditions to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect.
- 11.8. The failure of On Cure to enforce any right or provision in these Terms and Conditions will not constitute a waiver of such right or provision, or any other right or remedy under applicable law, unless acknowledged and agreed by On Cure in writing.
- 11.9. If You have any questions or queries about these Terms and Conditions or our services in general, please do not hesitate to contact us via e-mail at: *support@oncure-app.com*.

EFFECTIVE DATE: 10.9.18