

Terms and Conditions applicable to all services of Medical Data Networks, LLC.

EFFECTIVE September 13, 2020

These are the complete set of terms and conditions represent the agreement (“Agreement” between you and Medical Data Networks LLC (herein referred to as “MDN”) doing Business As “MDN”, “T1 Pal”, “T1 Pal”, “T1pal”, “CoPilot”, “Loop”, and/or “Loop as a Service”) governing the use of any of the services and products of Medical Data Networks, LLC and/or its officers, directors, employees, and contractors.

The term “You” in this Agreement refers to you, an individual, and/or to the company, and/or a physician on whose behalf you authorized the Agreement. All of the above services are provided by Medical Data Networks, LLC (MDN) a Delaware corporation".

Please read this Agreement carefully before you proceed with the registration process.

THE SERVICE WE PROVIDE IS NOT INTENDED FOR USE BY PERSONS UNDER THE AGE OF 13. IF YOU ARE UNDER 13 YEARS OLD, YOU MAY NOT USE THE SERVICE, OR PROVIDE MDN WITH ANY PERSONALLY IDENTIFIABLE INFORMATION.

If you do not agree with the following terms and conditions, you must discontinue the registration process and refrain from using the Service. If you use the Service on behalf of a company, by clicking the “I Accept” button you confirm and warrant that you have full authority to bind the company and consent on the company’s behalf to this Agreement.

MDN may revise these terms and conditions at any time, with or without prior notice to you. You should review these Terms and Conditions from time to time because you agree to be bound so long as you continue to use the Service.

Further, the terms of conditions governing the accounts you access through the Service apply.

The Service

The Services we provide may allow you to access and use your MDN account and/or other account(s) including to view, post data, perform calculations based on posted data, and/or process and/or view other content on those accounts and view feeds (“Online Content”). The Service further may allow you to link contacts between your existing service(s) provided by others to accounts and your MDN applications.

Please note that content display may be affected by the applications, operating systems, screens and other measures and devices used in content processing and display. Consequently, the display of the Online Content on your other devices or applications may differ from the original display in lay-out, arrangement, color and font style, color and size.

License Grant

Subject to terms and conditions of this Agreement, MDN hereby grants you ONLY and you accept a limited, nonexclusive, nontransferable, revocable license to use the Service, only as authorized in this Agreement, for your personal and non-commercial use. Your limited right of use will automatically expire upon the termination or cancellation of this Agreement, by either party, for any reason. You acknowledge that MDN has no obligation whatsoever to furnish any maintenance or support services, and/or data backup, storage services, and/or history of data measurements with respect to the Service.

Your responsibilities

You are solely responsible for your use of the Service. MDN may or may not create, monitor, examine or inspect the Online Content delivered to you through the Service. MDN merely offers a platform for communicating Online Content and is not responsible for such content's accuracy, reliability, timeliness, copyright compliance, legality, duplication, decency, quality or any other aspect of such content.

The Online Content may or may not include links to third-party websites and content. Any linked content is not under MDN control is not responsible whatsoever for the content of any such linked content. The Online Content does not represent or reflect any advice, views, opinions or beliefs of MDN and MDN does not endorse or claim any responsibility for the Online Content.

You acknowledge and expressly assume the risk that by using the Service, you may encounter content (either Online Content or linked content) that may be deemed offensive, indecent, or objectionable and that may or may not be identified as having explicit language in it. You agree that MDN shall have no liability for such content.

You agree that you are fully accountable for the Online Content delivered to you through the Service and for any consequences resulting from your use of or reliance upon such Online Content.

You specifically agree not to use any data or other content processed by MDN for the purposes of medical testing, diagnostics, computation, determination and/or description of therapies applied. You also fully understand that none of MDN applications are "FDA" approved or proven safe and/or effective.

You may not use the Service to transfer Online Content which may reasonably be deemed to be: (1) Infringing or violating intellectual property rights of other parties, including patents, copyrights, trademarks, service marks and trade secrets; or (2) Identifying minors, their personal details or their address and ways to contact them; or, (3) Encouraging, supporting, assisting, providing instructions or advising in the committing of a criminal offense, under the applicable laws; or, (4) Prohibited by any applicable law, including court restraining orders, to be published, disseminated, or otherwise made available to the public; or, (5) Threatening, abusive, harassing, defamatory, libelous, vulgar, obscene or racially, ethnically or otherwise objectionable; or, (6) used for any medical purpose, including computing or delivering therapy, and/or diagnosing disease.

Term

MDN may, at any time and for any reason, suspend or terminate this Agreement with or without prior notice. Notwithstanding any remedies that may be available under any applicable law, MDN may temporarily or permanently deny, limit, suspend, or terminate your use of the Service, if MDN believes that: (1) you have abused your rights to use the Service; or (2) you have breached this Agreement; or, (3) you have performed any act or omission that violates any applicable law, rules, or regulations; or, (4) you have performed any act or omission which is harmful or likely to be harmful to MDN or any other third party, including other users or suppliers of MDN; or, (5) you made use of the Service to perform an illegal act, or for the purpose of enabling, facilitating, assisting or inducing the performance of such an act. Upon termination of the Agreement, you shall cease all use of the Service.

Intellectual Property

All rights, title and interest, including copyrights, trademarks, trade names, service marks, trade secrets and other intellectual property rights, and any goodwill associated therewith, in and to the Service, including computer code, graphic design, lay-out and the user interfaces of the Service, are owned by, or licensed to MDN. Other than expressly permitted in the Agreement, you may not copy, distribute, display or perform publicly, sublicense, decompile, disassemble, reduce to human readable form, execute publicly, make available to the public, adapt, make commercial use, process, compile, translate, sell, lend, rent, reverse engineer, combine with other software, modify or create derivative works of any material that is subject to MDN or to third parties' proprietary rights in the Service, either by yourself or by a third party on your behalf, in any way or by any means, including by electronic, mechanical or optical means. This provision shall survive termination of this Agreement.

DISCLAIMER OF WARRANTIES

ALL SERVICES of MDN ARE PROVIDED “AS IS” WITHOUT ANY EXPRESS OR IMPLIED GUARANTEE OR ASSURANCE OF QUALITY, RELIABILITY OR FUNCTIONALITY. MDN DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN ANY INSTANCE INVOLVING PERFORMANCE OR NONPERFORMANCE BY any service or application of MDN.

MDN DOES NOT WARRANT OR GUARANTEE THAT:

- 1) THE USE OF THE SERVICE WILL NOT CAUSE ANY DAMAGES TO YOUR HARDWARE, SOFTWARE, AND EXISTING SERVICES OR TO ANY OTHER SERVICES PROVIDED TO YOUR DEVICES, SOFTWARE, OR APPLICATIONS AND CONTENT THAT RESIDE ON YOUR DEVICES;
- 2) THE SERVICES of MDN WILL OPERATE IN AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE MANNER, OR THAT THE SERVICE WILL ALWAYS BE AVAILABLE OR FREE FROM ALL HARMFUL COMPONENTS, OR ERROR, OR THAT THE SERVICE, INCLUDING THE CONTENT DELIVERED TO YOU OR THE ACCESS INFORMATION YOU PROVIDED, WILL BE IMMUNE FROM UNAUTHORIZED ACCESS; OR
- 3) THE ONLINE CONTENT YOU RECEIVE TO YOUR DEVICES, SOFTWARE, APPLICATIONS, AND/OR WEB SITE WILL BE FREE FROM TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, OR THAT ANY CONTENT, INFORMATION OR DATA RECEIVED ON OR THROUGH THE SERVICE WILL BE FREE OF ANY VIRUSES, WORMS, SPYWARE, OR ANY OTHER DESTRUCTIVE PROPERTIES, OR THAT THE ONLINE CONTENT WILL BE LEGAL, NON INFRINGING OR VIOLATING ANY RIGHTS OR APPLICABLE LAWS OR THAT THE ONLINE CONTENT WILL NOT CONTAIN ANY OBJECTIONABLE MATERIALS.
- 4) None of the products or services of MDN will be used to diagnose, treat, or adjust any therapy of any kind.

YOU AGREE AND ACKNOWLEDGE THAT THE USE OF THE SERVICE IS ENTIRELY AT YOUR OWN RISK.

YOU AGREE NOT TO USE ANY SERVICE OR DATA OF MDN FOR THE PURPOSE of alarming, computing, diagnosing, and/or optimizing any drug therapy. YOU UNDERSTAND no device of MDN is approved or otherwise sanctioned by any regulatory agency, including the US FDA.

THE FOREGOING DISCLAIMER OF WARRANTY SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

THE MDN apps (aka applications), INCLUDING, WITHOUT LIMITATION, ALL CONTENT, FUNCTION, MATERIALS AND SERVICES, ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY FOR INFORMATION, DATA, DATA PROCESSING SERVICES OR UNINTERRUPTED ACCESS, ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, COMPLETENESS, USEFULNESS, OR CONTENT OF INFORMATION, AND ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

MDN DOES NOT WARRANT THAT THE MDN “APPS”, APPLICATIONS OR THE FUNCTION, CONTENT OR SERVICES MADE AVAILABLE THEREBY WILL BE TIMELY, SECURE, FREE FROM HACKING OR OTHER SECURITY INTRUSION, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. Medical Data Networks, LLC MAKES NO WARRANTY THAT THE Medical Data Networks, LLC APPS WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS. NO ADVICE, RESULTS OR INFORMATION, OR MATERIALS WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE Medical Data Networks, LLC APPS SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. IF YOU ARE DISSATISFIED WITH THE Medical Data Networks, LLC APPS, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE Medical Data Networks, LLC APPS. Applicable law may not allow the exclusion of implied warranties, so some or all of these disclaimers may not apply to you.

Limitation of Liability

MDN INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS, AGENTS, PARENT COMPANIES, SISTER COMPANIES, SUBSIDIARIES AND OTHER AFFILIATES, TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, OR ANY OTHER DAMAGE AND LOSS (INCLUDING LOSS OF PROFIT, LOSS OF DATA AND WORK STOPPAGE), COSTS, EXPENSES AND PAYMENTS, REGARDLESS OF THE ALLEGED LIABILITY OR FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING NEGLIGENCE, INTELLECTUAL PROPERTY INFRINGEMENT, PRODUCT LIABILITY AND STRICT LIABILITY, THAT MAY RESULT FROM, OR IN CONNECTION WITH THE USE OR THE INABILITY TO USE THE SERVICE, OR FROM ANY FAILURE, ERROR, OR DOWNTIME IN THE FUNCTION OF THE SERVICE, OR FROM ANY FAULT OR ERROR MADE BY Medical Data Networks, LLC, OR FROM YOUR RELIANCE ON ONLINE CONTENT DELIVERED THROUGH THE SERVICE, OR FROM ANY COMMUNICATION WITH Medical Data Net-

works OR FROM ANY DENIAL OR CANCELLATION OF YOUR USER ACCOUNT, OR FROM RETENTION, DELETION, DISCLOSURE OR ANY OTHER USE OR LOSS OF CONTENT ON THE SERVICE, REGARDLESS OF WHETHER Medical Data Networks, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, YOUR SOLE REMEDY WILL BE LIMITED TO THE CORRECTIONS OF SUCH ERRORS, OR MALFUNCTIONS. THIS PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

TO THE GREATEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL Medical Data Networks, LLC , ITS AFFILIATES OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, LICENSORS, CONTENT OR SERVICE PROVIDERS, OR SUCCESSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM OR DIRECTLY OR INDIRECTLY RELATED TO (i) YOUR USE OF, OR INABILITY TO USE, THE Medical Data Networks, LLC APPS, MATERIALS AND FUNCTIONS RELATED THERETO, (ii) UNAUTHORIZED ACCESS TO OR LOSS, CORRUPTION, OR ALTERATION OF DATA, TRANSMISSIONS, OR CONTENT, (iii) STATEMENTS OR CONDUCT OF ANY USER OR CARE TEAM MEMBER USING Medical Data Networks, LLC APPS, (iv) YOUR FAILURE TO PROTECT THE CONFIDENTIALITY OF YOUR DATA OR ANY PASSWORDS OR ACCESS RIGHTS TO YOUR ACCOUNT INFORMATION, (v) THE ACTS OR OMISSIONS OF ANY THIRD PARTY USING OR INTEGRATING WITH THE Medical Data Networks, LLC APPS, OR (vi) ANY OTHER MATTER RELATING TO THE Medical Data Networks, LLC APPS, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, ANTICIPATED PROFITS, GOODWILL, LOST BUSINESS, USE, DATA, SALES, COST OF SUBSTITUTE SERVICES, OR OTHER INTANGIBLE LOSSES, EVEN IF Medical Data Networks, LLC OR ITS REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER A CAUSE OF ACTION MAY BE IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE BUT EXCLUDING GROSS NEGLIGENCE AND INTENTIONAL ACTS OF Medical Data Networks, LLC), STATUTE, OR ANY OTHER LEGAL THEORY, EITHER ARISING FROM THE TERMS, OR YOUR USE OF OR INABILITY TO USE THE Medical Data Networks, LLC APPS. Some jurisdictions do not allow the limitation or exclusion of certain liabilities, so some of the above limitations may not apply to you.

You agree to defend, indemnify, and hold harmless Medical Data Networks, LLC and all of its respective officers, directors, employees, owners, agents, information providers, licensors and licensees, from and against any and all liabilities, losses, damages, expenses, and costs (including reasonable attorney fees) incurred in connection with any third-party claim, complaint, suit or cause of action arising from your conduct in connection with accessing and/or using the Medical Data

Networks, LLC Apps or your breach of these Terms. This provision does not apply to acts of Medical Data Networks, LLC. You shall cooperate with Medical Data Networks in the defense of any such claim. Medical Data Networks LLC reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you hereunder. Some jurisdictions limit consumer indemnities, so some portions or all of this indemnity provision may not apply to you. The foregoing provision is enforceable in the State of New Jersey in the United States of America.

Regardless of any statute or law to the contrary, you agree that any claim or cause of action you may have with respect to the Medical Data Networks LLC Apps must be filed within one year after the claim or cause of action arose or be forever barred.

Indemnification

You hereby undertake to defend, indemnify and hold Medical Data Networks, LLC, its officers, employees, shareholders, affiliates, subsidiaries and anyone acting on its behalf, harmless, immediately after receiving a written notice from and against any claim, action, or demand asserted by any third party and arising from, or otherwise related to, your use of the Service, your breach of this Agreement, or your infringement of any intellectual property or misappropriation of any proprietary right or trade secret of any person or entity in connection with your use of the Service. In such cases, you will promptly notify Medical Data Networks, LLC in writing of such claim and you will reimburse Medical Data Networks, LLC for any expenses, including court fees, attorney fees and the damages (actual and consequential), which Medical Data Networks might endure. These obligations survive termination of this Agreement.

Privacy Policy

Medical Data Networks, LLC respects your privacy. The Privacy Policy of Medical Data Networks, LLC is available on our web site. It explains the company's accepted privacy practices and is incorporated by reference to this Agreement. The terms of the Privacy Policy may change from time to time and therefore it is recommended that you read it periodically.

Compliance with Export Restrictions

You agree not to export or re-export the Service or any part thereof to any country, person, entity, or end user subject to U.S.A. export restrictions.

No Waiver

The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder will not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

Reservation of Rights

All rights not expressly granted herein are reserved by T1 Pal. This provision shall survive termination of this Agreement.

Interpretation and Governing Law The paragraph headings herein are solely for the sake of convenience and will not be applied in the interpretation hereof. The word “including” as used herein shall be construed to mean “including but not limited to.” This Agreement shall be subject to and governed by the laws of the State of Delaware, except for its conflict of law rules. This provision shall survive termination of this License.

Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, unenforceable, or otherwise contrary to law, the remaining provisions of this Agreement will remain in full force and effect.

Assignment

Any attempt to sublicense, assign or transfer any of your rights, duties or obligations hereunder is void.

Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any proposals or prior agreement, oral or written, and any other communications relating to the subject matter of this agreement.

Copyright Complaints

Medical Data Networks LLC respects the intellectual property rights of others. If you believe that your work has been copied and has been posted, stored or transmitted to the Sites in a way that constitutes copyright infringement, please submit a notification pursuant to the Digital Millennium Copyright Act

(“DMCA”) by providing Medical Data Networks LLC the following written information:

An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;

A description of the copyrighted work that you claim has been infringed upon;

A specific description of where the material that you claim is infringing is located on the Sites;

Your address, telephone number, and e-mail address;

A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf.