



Tricella Terms of Use

Please read these terms of use carefully (“**Terms**”). These Terms provided by Tricella, Inc. (“**Tricella**”) govern and apply to your access and use of www.tricella.com and Tricella’s services available via Tricella’s site and Tricella’s mobile apps and Pillbox (collectively, the “**Service**”). By accessing or using our **Service**, you agree to be bound to all of the terms and conditions described in these Terms. If you do not agree to all of these terms and conditions, do not use our Service.

IMPORTANT!!! THE SERVICE IS INTENDED SOLELY AS A TOOL TO ASSIST YOU IN ORGANIZING, UNDERSTANDING AND MANAGING HEALTHCARE-RELATED INFORMATION. THE SERVICE IS NOT INTENDED TO PROVIDE HEALTH OR MEDICAL ADVICE. THE



SERVICE IS NOT INTENDED TO (AND DOES NOT) CREATE ANY PATIENT RELATIONSHIP BETWEEN TRICELLA AND YOU, NOR SHOULD IT BE CONSIDERED A REPLACEMENT FOR CONSULTATION WITH A HEALTH CARE PROFESSIONAL. YOU SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY SEEKING MEDICAL ADVICE BECAUSE OF SOMETHING YOU HAVE READ ON THE SERVICE OR THE RESULTS YOU RECEIVE THROUGH THE SERVICE.

IN ADDITION, YOU UNDERSTAND AND AGREE THAT IN PROVIDING THE SERVICE WE RELY ON A NUMBER OF THIRD PARTY PROVIDERS, INCLUDING FOR PURPOSES OF SENDING PUSH NOTIFICATIONS, AND HEREBY DISCLAIM ANY LIABILITY WITH RESPECT TO THE SERVICES PROVIDED BY SUCH PROVIDERS. YOU SHOULD NOT RELY ON THE SERVICE FOR ANY LIFE-THREATENING CONDITION OR ANY OTHER SITUATION WHERE TIMELY ADMINISTRATION OF MEDICATIONS OR OTHER TREATMENT IS CRITICAL.



USE OF THE SERVICE

The Tricella Pillbox App allows you to access and use the Service through our mobile and web-based apps and our site (each an **"App"**). It may be used with our Tricella Pillbox. The Pillbox is not intended to be a medical device and shall be treated with such regard. Via the Services, we offer, among other things, a convenient way to set reminders for prescription medications (**"Medications"**) and nutritional supplements (**"Supplements"**), to receive alerts about drug interactions, side effects and recalls based on the Medications you enter into the system as described below. You must be at least 18 years of age in order to download and/or use the App.

As long as you comply with these Terms, you have the right to download and install a copy of the App to your mobile device, and to access and use the Service, for your own personal use. You may not: (i) copy, modify or distribute the App for any purpose; (ii) transfer, sublicense,



lease, lend, rent or otherwise distribute the App or the Service to any third party; (iii) decompile, reverse-engineer, disassemble, or create derivative works of the App or the Service; (iv) make the functionality of the App or the Service available to multiple users through any means; or (v) use the Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms.

The following terms apply to any App accessed through or downloaded from any app store or distribution platform (like the Apple App Store or Google Play) where the App may now or in the future be made available (each an **“App Provider”**). You acknowledge and agree that:

- These Terms are concluded between you and Tricella, and not with the App Provider, and that Tricella (not the App Provider), is solely responsible for the App.
- The App Provider has no obligation to furnish any maintenance and support services with respect to the App.
- In the event of any failure of the App to



conform to any applicable warranty, you may notify the App Provider, and the App Provider will refund the purchase price for the App to you (if applicable) and to the maximum extent permitted by applicable law, the App Provider will have no other warranty obligation whatsoever with respect to the App. Any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Tricella.

- The App Provider is not responsible for addressing any claims you have or any claims of any third party relating to the App or your possession and use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- In the event of any third party claim that the App or your possession and use of that App infringes that third party's intellectual



property rights, Tricella will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms.

- The App Provider, and its subsidiaries, are third party beneficiaries of these Terms as related to your license of the App, and that, upon your acceptance of the terms and conditions of these Terms, the App Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the App against you as a third party beneficiary thereof.
- You must also comply with all applicable third party terms of service when using the App.

Our Service may change from time to time and/or we may stop (permanently or temporarily) providing the Service (or features within the Service), possibly without prior notice to you. Our Service may include advertisements, which may be targeted to the content or



information on the Service, queries made through the Service, or from other information. The types and extent of advertising on the Service are also subject to change over time. In consideration for providing you the Service, you agree that we and our third party providers and partners may place advertising on our Service or in connection with the display of content or information on our Service, and that we may receive remuneration for placing such advertising.

Use The Tricella Service At Your Own Risk

Our goal is to provide helpful and accurate information on the Tricella Service, but we make no endorsement, representation or warranty of any kind about any Tricella Content,



information, services or recommendations. The accuracy of the data collected and presented through the Tricella Service is not intended to match that of medical devices or scientific measurement devices.

We are not responsible for the accuracy, reliability, effectiveness, or correct use of information you receive through the Tricella Service. If you rely on any Tricella Content or the Tricella Service, you do so solely at your own risk.

Consult Your Doctor Before Using The Tricella Service

The Tricella Service is not intended to diagnose, treat, cure, or prevent any disease. If you have a



medical or heart condition, consult your doctor before using the Tricella Service, engaging in an exercise program or changing your diet. If you experience a medical emergency, stop using the Tricella Service and consult with a medical professional. We are not responsible for any health problems that may result from training programs, dietary recommendations, consultations, products, or events you learn about through the Tricella Service. If you engage in any exercise program you receive or learn about through the Tricella Service you agree that you do so at your own risk and are voluntarily participating in these activities.

Be sure to effectively clean and sanitize the Pillbox to prevent contamination. To reduce the chances of contamination, follow four care tips: (1) Keep it clean; (2) keep it dry; (3) keep it out of direct sunlight or heat sources, and (4) discard the pillbox if it has come in contact with toxic materials. For more information visit www.Tricella.com/support. **If you notice any irregularities in your health, stop using the Tricella Pillbox immediately and consult a**



doctor.

Use Common Sense

Use of the Tricella Service should not replace your good judgment and common sense. Please read and comply with all safety notices that accompany your Tricella product or service, including those located on our [Support](#) page.

CREATING A TRICELLA ACCOUNT

You do not need to register to use the Tricella Pillbox App (see [Privacy Policy](#) for more details). However, you have the option to register and create an account (your **"Account"**). If you do so,



you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. When creating an Account, don't provide any false personal information to us or create any account for anyone other than yourself without such other person's permission.

We reserve the right to suspend or terminate your Account if any information provided during the registration process or thereafter proves to be inaccurate, false or that violates our Terms or if you have created more than one Account.

You are responsible for maintaining the confidentiality of your password and Account, and agree to notify us if your password is lost, stolen, or disclosed to an unauthorized third party, or otherwise may have been compromised. You are responsible for activities that occur under your Account.

CONTENT SUBMISSIONS



Our Service allows you and other users to post, link, store, share and otherwise make available certain information, images, videos, text and/or other content ("**Content**"). You are responsible for the Content that you post to the Service, including its legality, reliability, and appropriateness. By posting Content to the Service, you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, sell and distribute such Content on and through the Service. You agree that this license includes the right for us to make your Content available to other users of the Service, who may also use your Content subject to these Terms. You retain any and all of your rights to any Content you submit, post or display on or through the Service and you are responsible for protecting those rights.

You can remove Content that you posted by specifically deleting it. In certain instances, however, some Content (such as posts or comments you make) may not be completely removed and copies of your Content may continue to exist on the Service and/or



elsewhere. We are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any Content on the Service.

You represent and warrant that: (i) the Content is yours (you own it) or you have the right to use it and grant us the rights and license as provided in these Terms, and (ii) the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

We ask that you respect our Service and third parties when posting Content and using the Service. When submitting Content to or otherwise using the Service, you agree not to:

- submit material that violates a third party's proprietary rights, including privacy and publicity rights, or that otherwise violates any applicable law;
- submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or



ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate;

- impersonate another person or represent yourself as affiliated with us, our staff or other industry professionals; or
- harvest user names, addresses, or email addresses for any purpose.

This list is an example and is not intended to be complete or exclusive. We don't have an obligation to monitor your access to or use of the Service or to review or edit any Content, but we have the right to do so for the purpose of operating the Service, to ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. We reserve the right, at any time and without prior notice, to remove or disable access to any Content, that we consider, in our sole discretion, to be in violation of these Terms or otherwise harmful to the Service.



We also reserve the right to suspend or terminate your Account and your use of the Service at any time in

THIRD-PARTY CONTENT

Via the Service, we may provide you with access to third-party content, such as information regarding interactions with Medications and Supplements, news articles, and other content. Tricella HEREBY DISCLAIMS ANY LIABILITY WITH RESPECT TO ANY SUCH THIRD PARTY-CONTENT. WITHOUT LIMITING THE FOREGOING, YOU UNDERSTAND AND AGREE THAT SUCH THIRD PARTY-CONTENT IS FOR INFORMATIONAL PURPOSES ONLY. YOUR PERSONAL HEALTHCARE-RELATED SITUATION IS PERSONAL TO YOU, AND THE THIRD-PARTY CONTENT MAY NOT BE APPROPRIATE OR RELEVANT FOR YOUR PERSONAL SITUATION. AS STATED ABOVE, THE SERVICE IS NOT INTENDED TO PROVIDE HEALTH OR MEDICAL ADVICE, AND BEFORE MAKING ANY DECISIONS THAT MAY AFFECT YOUR HEALTH, YOU SHOULD CONSULT A HEALTHCARE PROFESSIONAL.



UNAUTHORIZED ACTIVITIES

Our Service may be used and accessed for lawful purposes only. You agree that you will not do any of the following while using or accessing the Service: (i) attempt to access or search the Service or download Content from the Service through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by us or other generally available third party web browsers; (ii) access, tamper with, or use non-public areas of the Service, our computer systems, or the technical delivery systems of our providers; (iii) gather and use information, such as other users' names, real names, email addresses, available through the Service to transmit any unsolicited advertising, junk mail, spam or other form of solicitation; (iv) use the Service for any commercial purpose or for the benefit of any third party or in any manner not by these



Terms; (v) violate any applicable law or regulation; or (vi) encourage or enable any other individual to do any of the foregoing. We reserve the right to investigate and prosecute violations of any of the above and/or involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms.

INDEMNITY

You agree to indemnify and hold us harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees) we incur in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third party that your use of the Service or the use of the Service by any person using your Account violates any applicable law or regulation, or the rights of any third party.

LINKS TO THIRD PARTY SITES

The Service may include links to other sites and



services that are not operated by us. We are providing these links to you only as a convenience and are not responsible for the content or links displayed on such sites. You are responsible for and assume all risk arising from your use or reliance of any third party sites.

OWNERSHIP

Our App and Service is protected by copyright, trademark, and other laws of the United States and foreign countries. Except as expressly provided in these Terms, we (or our licensors) exclusively own all right, title and interest in and to the App and the Service, including all associated intellectual property rights. You may not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the App or the Service, including in any Content. You acknowledge and agree that any feedback, comments or suggestions you may provide regarding the App or the Service ("**Feedback**") will be the sole and exclusive property of Tricella



and you hereby irrevocably assign to us all of your right, title and interest in and to all Feedback.

TERMINATION

If you breach any of the terms of these Terms, we have the right to suspend or disable your access to or use of the App and/or Service. You may cancel your use of the App and/or Service by contacting us.

DISCLAIMER

You understand and agree that the App and the Service are provided to you "AS IS" and on an "AS AVAILABLE" basis. Without limiting the foregoing, WE EXPLICITLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no



warranty that the App or the Service will meet your requirements or be available on an uninterrupted, secure, or error-free basis.

LIMITATION OF LIABILITY

OUR TOTAL LIABILITY TO YOU FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY WILL BE LIMITED TO THE AMOUNT YOU PAID FOR USE OF THE APP AND SERVICE, IF YOU HAVE MADE ANY PAYMENTS TO Tricella OR \$50, IF YOU HAVE NOT MADE ANY PAYMENTS TO Tricella, AS APPLICABLE. WE WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE APP AND/OR SERVICE; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICE; (iii) ANY CONTENT OBTAINED FROM THE SERVICE; AND (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION



OF YOUR TRANSMISSIONS OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

EXCLUSIONS

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

GENERAL

These Terms are governed by the laws of the State of California, without regard to any conflict of laws rules or principles. Our failure to enforce any right or provision of these Terms will not be



considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service. If we make any material changes to these Terms, we will notify you of such changes by posting them on Tricella or by sending you an email or other notification or message (including push notifications and in-app news notices) and we will indicate when such changes will become effective. By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised Terms.

QUESTIONS & CONTACT INFORMATION

Please [contact us](#) if you have any questions about our Terms.

