

TERMS OF USE

Effective July 1, 2020

Med Flow, Inc. (“Med Flow,” “Company,” “we” or “us”) thank you for using our mobile application Med Flow™ (the “App”). These Terms of Use (“Terms”) govern use by you (“you” or “User”) of the App and the features and services available therein (the “Services”) as well as your use of our website, www.medflow.gosafecamp.com

The App provides a central point of aggregation for all currently used features that are commonly recognized as medical testing, inoculation services remote health care applications, and other services and features provided directly by the App, and from various third-party platforms (“Third Party Platforms”) such as email solutions, laboratory care, messaging services, logistical services, and medical data processing services and applications, to help you communicate, network, respond and review information regarding said services on our mobile and web applications. You will also have access to other various features and functionality provided by our App and associated services. In addition, the App utilizes a set of algorithms and learning agents that will further improve your online experience by streamlining and automating your activities.

The Company will not be responsible nor liable for the functionality, accuracy, or availability of any of the App’s algorithms, learning agents or automated activity functionality, nor for any Third-Party Platforms or information accessed through, transmitted from or made available by and through Third Party Platforms.

The Company reserves the right to change, modify, add, or remove portions of the Terms at any time for any reason and in our sole discretion. The modifications will be effective upon posting (unless some other date is specified). We suggest that you periodically review the Terms for changes. You acknowledge that by accessing or using the App, you agree to the Terms as modified from time to time. We will alert you if changes have been made by indicating on the Terms the date they were last amended.

1. App Terms and Conditions of Use

YOU MUST AFFIRMATIVELY CONSENT TO USE OUR APP, AND BY DOING SO YOU CONSENT TO THESE TERMS AND CONDITIONS, INCLUDING OUR PRIVACY POLICY. IF YOU DO NOT AGREE TO OUR TERMS AND CONDITIONS, INCLUDING OUR PRIVACY POLICY, IN THEIR ENTIRETY, YOU MAY NOT ACCESS OR OTHERWISE USE THE APP OR THE SERVICES PROVIDED THEREIN, IN ANY MANNER OR FORM WHATSOEVER.

IF YOU ARE A PARENT OR GUARDIAN AND YOU PROVIDE CONSENT FOR YOUR CHILD TO REGISTER WITH THE APP, YOU MUST AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS IN RESPECT OF SUCH CHILD’S USE OF THE APP.

2. Eligibility

You must be 13 years of age or older to use the App. By visiting the App, you represent and warrant that you are 13 years of age or older, and that you have the right, authority and capacity to agree to and abide by these terms.

The App is not available to: (A) any Users previously suspended or removed from the App OR (B) ANY PERSONS UNDER THE AGE OF 13 WHOSE USE HAS NOT BEEN APPROVED BY A PARENT OR LEGAL GUARDIAN.

3. Registration

The App is only available through registration and a subscription payment plan. In order to use the App, you must register to create an account (a “User Account”) with us. In consideration of your use of the App, you agree to: (a) provide accurate information about yourself as prompted by the registration forms on the App and update this information as applicable; (2) maintain the security of your password; and (c) be fully responsible for your use of the App and any actions that occur while your User Account is being used.

4. Third Party References

References and links on the App to any names, trademarks, products, services or content of third parties are provided solely as a convenience to you and do not in any way imply the Company’s endorsement of, sponsorship of, or affiliation with, such third party or their services, goods or content. The Company is not responsible for any third-party web pages or content accessible from, or linked to, the App, or any information contained therein.

5. Third Party Platforms

You will be required to provide us with your login credentials for the Third Party Platforms you wish to access through the App (“Third Party Login Credentials”). By using the App, you authorize us to use the Third Party Login Credentials to incorporate the Third Party Platforms into our App. Your relationship with Third Party Platforms is between you and them. We are not responsible for Third Party Platforms and will not be liable to you or any third party for any losses or damages resulting for your use of Third-Party Platforms. You agree to comply with all applicable third-party terms of agreement when using the App.

6. Payment Policy

Once you register for the App, the Company or its third-party payment processing service provider may store your payment information, including but not limited to credit card and bank information. You agree to pay the applicable subscription fees for the Services as they become

due plus all related taxes, and to reimburse the Company for all collection costs incurred in recovering any overdue amounts. All fees and charges are nonrefundable.

7. Copyrights

The Company's software, source code and the App itself, as well as all content displayed or otherwise contained on or available via the App, including without limitation all software, images, text, articles, photographs, illustrations, videos and graphics, constitute the proprietary intellectual property of the Company or its licensors, and is protected by U.S. and international copyright laws. By accessing or utilizing the App, the User agrees not to directly or indirectly copy, modify, recast, create derivative works, post, publish, display, redistribute, disclose, or make available the software or the content displayed or otherwise contained on or available via the App, in whole or in part, to any third parties, or assist others to do the same, or otherwise make any commercial use of the software or content without the prior written consent of the Company.

8. Trademarks and Service Marks

All trademarks, service marks, trade names, and logos displayed on the App, including without limitation, *Med Flow* and the *Med Flow* logo (collectively referred to as the "Marks"), are proprietary to the Company or its respective owners, and are protected by U.S. and international trademark laws. Nothing on this App shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the App without the Company's prior written permission. Any use of the Marks, or any other Marks owned by or licensed to the Company, without the Company's express written consent is strictly prohibited.

9. Disclaimer of Warranty; Limitation of Liability

THE INFORMATION AND SERVICES ON THE APP ARE PROVIDED "AS IS". THE COMPANY DOES NOT WARRANT THE ACCURACY OF THE FUNCTIONS OR SERVICES PROVIDED ON THE APP, EITHER EXPRESSLY OR IMPLIEDLY, FOR ANY PARTICULAR PURPOSE AND EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO EMPLOYEE OR OTHER AGENT OR PURPORTED AGENT OF THE COMPANY IS AUTHORIZED TO MAKE ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES TO THE CONTRARY, AND THE USER MAY NOT RELY UPON ANY SUCH PURPORTED WARRANTIES, REPRESENTATIONS OR GUARANTIES.

YOU ACKNOWLEDGE THAT THE COMPANY SHALL HAVE NO LIABILITY, CONTINGENT OR OTHERWISE, TO YOU OR TO ANY THIRD PARTIES, OR ANY RESPONSIBILITY WHATSOEVER, FOR THE FAILURE OF ANY CONNECTION OR COMMUNICATION SERVICE OR TO PROVIDE OR MAINTAIN YOUR ACCESS TO THIRD PARTY APPS, ONLINE SERVICES OR PRODUCTS, OR FOR ANY INTERRUPTION OR DISRUPTION OF SUCH ACCESS OR ANY ERRONEOUS COMMUNICATION BETWEEN THE COMPANY AND YOU. THE COMPANY SHALL HAVE NO LIABILITY, CONTINGENT OR OTHERWISE, TO YOU OR TO THIRD PARTIES, FOR THE ACCURACY, QUALITY, TIMELINESS, PERFORMANCE, RELIABILITY, OR COMPLETENESS OF THE INFORMATION OR SERVICES CONTAINED ON THE APP, OR DELAYS, OMISSIONS, OR INTERRUPTIONS IN THE DELIVERY OF THE DATA OR SERVICES OR PRODUCTS AVAILABLE ON THE APP OR FOR ANY OTHER ASPECT OF THE FUNCTIONALITY OR PERFORMANCE OF THE APP OR ANY SERVICES AND PRODUCTS. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MAY BE INCURRED OR EXPERIENCED ON ACCOUNT OF THE USE OF ANY DATA, SERVICES FUNCTIONALITY OR PRODUCTS MADE AVAILABLE ON THE APP, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COMPANY SHALL HAVE NO RESPONSIBILITY TO INFORM OR NOTIFY YOU OF ANY DIFFICULTIES EXPERIENCED BY THE COMPANY OR ANY THIRD PARTIES WITH RESPECT TO THE USE OF THE DATA, SERVICES, FUNCTIONALITY OR PRODUCTS PROVIDED ON OR BY THE APP. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS ON LIABILITY AND IN SUCH JURISDICTIONS THE COMPANY'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

10. Indemnification

You agree to indemnify and hold the Company, its affiliated companies, officers, employees and agents harmless from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the App, the violation of these terms by you, or the infringement by you or others using your computer or device to access the App, of any intellectual property or other right of any person or entity, to the fullest extent permitted by law. The Company reserves the right, at your expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

11. Severability

If any of the provisions of these Terms are deemed unlawful or for any reason unenforceable, the same shall be inoperative only to the extent necessary to achieve compliance with applicable law and shall not affect the remaining Terms, which shall be given full effect, without regard to the invalid portion(s).

12. Governing Law; Individual Arbitration of Claims

The laws of the State of Delaware, United States of America, shall govern these Terms, without giving effect to any choice of law or conflict of law rules or provisions that would result in the application of any other jurisdiction's laws.

YOU AND THE COMPANY AGREE THAT ALL CLAIMS OR DISPUTES CONCERNING THE APP SHALL PROCEED SOLELY ON AN INDIVIDUAL, NOT CLASS ACTION OR REPRESENTATIVE BASIS, IN BINDING ARBITRATION BEFORE AND SUBJECT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION TO BE HELD IN NEW YORK CITY.

13. Privacy Policy

Our Privacy Policy can be viewed at www.medflow.gosafecamp.com/privacy_policy and provides information on how we use, disclose and otherwise manage personal information we collect on the App, and the measures we take to safeguard the information. By using this App, you are agreeing to the terms of our Privacy Policy.

14. Unauthorized Use; User Conduct

(a) You may not use any hardware, devices or software intended to damage or interfere with the proper working of the App or to surreptitiously intercept any system, data or personal information from the App, including but not limited to (i) use of any robot, spider or other automatic device, process or means to access the App for any purpose, including monitoring or copying any of the material on the App; (ii) any attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the App, the server on which the App is hosted, or any server, computer or database connected to the App; (iii) attack the App via a denial-of-service attack or a distributed denial-of-service attack; (iv) use any manual process to monitor or copy any of the material on the App or for any other unauthorized purpose without our prior written consent; or (v) cause the App or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other App. You agree not to interrupt or attempt to interrupt the operation of the App in any way.

(b) You further agree not to copy, share, post, upload, download or share files unless you have the right to do so. You will be fully responsible for what you copy, share, post, upload, download or otherwise use while using the App, and you represent and warrant that your content will not violate or infringe on the rights of any third party. Additionally, you agree when using the App or the Services to:

- i. Refrain from violating applicable federal, state and international laws, including laws regarding currency transfers and disclosures and money laundering;

- ii. Refrain from using the App or Services to send unsolicited emails, bulk mail, spam or other materials to any other individual or entity;
- iii. Refrain from using the App or the Services to harass, threaten, stalk or abuse users of the App or Services;
- iv. Refrain from using the App or the Services to harm minors;
- v. Refrain from posting content that is obscene, vulgar, harmful or offensive in nature or posting any content that is gratuitously violent, explicitly sexual, defamatory, libelous or violates the copyright, trademark, patent or other intellectual property rights of any third party;
- vi. Refrain from interfering with others' use of the App or the Services;
- vii. Refrain from using the App or the Services provided to invade the privacy of others, or to collect and use an individual's personal and private information ;
- viii. Refrain from using the App or the Services to create a false identity or to impersonate another person.

The Company reserves the right, in its sole discretion, to limit or terminate your access to or use of the App at any time without notice. Termination of your access or use will not waive or affect any other right or relief to which the Company may be entitled at law or in equity.

15. Data Processing Agreement

Under our Privacy Policy, we will only process your Personal Information (as defined in the Privacy Policy) in accordance with applicable data protection and privacy laws. For the purposes of UK and EU data protection legislation, the data controller is Safe Camp, LLC 3516 Ocean View Blvd. Glendale, CA 91208 UNITED STATES OF AMERICA

16. Additional Terms

Certain webpages and portals on the App may contain terms and conditions in addition to these Terms. In the event of a conflict, the additional terms and conditions will govern such webpages.

15. Contact Us

To contact us directly with any questions or comments that you may have, send an email to info@gosafecamp.com. We endeavor to read every message sent and to reply promptly to each one. The information that is provided by you is used to respond directly to your questions or comments. If you have any questions about these Terms or our practices, please feel free to contact us at info@gosafecamp.com.