

EXHIBIT []
TERMS OF USE
RPM TOOLS AND SERVICES

THESE TERMS OF USE APPLY TO CUSTOMER AND CUSTOMER'S HEALTHCARE PROVIDERS. THESE TERMS OF USE DO NOT APPLY TO PATIENTS.

Qure4u resells certain remote patient monitoring tools (the "Tools") from third party manufacturers ("Third Party Manufacturers") that provide certain data regarding Customer's patients to whom Customer has provided a Tool or Tools (the "Patient Data") (for example, but not limited to, BG, BP, Weight, etc.), and Qure4u also offers certain services related to such Patient Data (the "Services") (for example but not limited to, monitoring Patient Data and notifying Customer when Patient Data falls outside Customer set parameters, etc.).

The Tools are intended to be used by a patient in conjunction with a healthcare professional for periodic evaluation and remote monitoring of Patient Data.

The Tools are made available to Customer, the patient's healthcare provider, who may use them in accordance with Customer professional practice and judgment. The Tools, Qure4u's related Services or third-party related RPM services, and Customer's use thereof, are subject to these Terms of Use.

Once Customer has identified one or more of patients as individuals who may benefit from use of the Tool(s) and before Customer make the Tool(s) available to him/her, it is Customer's responsibility to ensure that the patients is advised on the use of the Tool(s). As between Customer and Qure4u, Customer will be responsible for obtaining all necessary consents from the patient regarding his/her use of the Tool(s), including with respect to the collection, de-identification, and use of patient data.

The Tools or Services, and Patient Data are not a replacement for a physical examination by a trained healthcare provider and should not be used independently to diagnose or treat diseases or conditions. The Tools or Services, and Patient Data should not be used to evaluate overall patient health. The quality or accuracy of the Tools or Services, and Patient Data may be affected, for example, by a patient's use of the Tools, mobile connectivity, internet connectivity, Third Party Manufacturer's software, or Qure4u's Platform or Services. Customer should examine the quality Patient Data before using it.

The Tools or Services, and Patient Data are not, and do not provide, medical advice, service, or care. Customer should not solely rely on the Tools or Services, and Patient Data for the diagnosis or treatment of any health problem or disease. Customer should exercise professional judgment and advise that the patient consult Customer or another qualified healthcare provider on a regular and appropriate basis.

PLEASE READ THESE TERMS OF USE (THE "TERMS OF USE") CAREFULLY. BY USING QURE4U'S PLATFORM AND/OR SIGNING THE REMOTE PATIENT MONITORING SALES ORDER, ACKNOWLEDGING AND AGREEING TO THESE TERMS OF USE, CUSTOMER REPRESENTS THAT (1) CUSTOMER HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY THE TERMS OF USE, (2) CUSTOMER IS OF LEGAL AGE TO FORM A BINDING CONTRACT WITH QURE4U, AND (3) CUSTOMER HAS THE AUTHORITY TO ENTER INTO THESE TERMS OF USE. THE TERM "CUSTOMER" HEREIN REFERS CUSTOMER AND TO THE HEALTHCARE PROVIDER WHO IS PROVIDING THE TOOLS TO A PATIENT, PRESCRIBING OR ORDERING THE USE OF THE TOOLS BY A PATIENT, OR USING THE TOOLS IN ANY WAY. IF CUSTOMER DOES NOT AGREE TO BE BOUND BY THE TERMS OF USE, CUSTOMER MAY NOT ACCESS OR USE THE TOOLS, SERVICES, OR PATIENT DATA.

THE TERMS OF USE INCLUDE DISCLAIMERS AND LIMITATIONS OF LIABILITY AND A WAIVER OF JURY TRIALS.

PLEASE NOTE THAT The Terms of Use are subject to change by Qure4u in its sole discretion at any time. When changes are made, Qure4u will make a new copy of the Terms of Use available at our Qure4u website. Qure4u will also update the "Last Updated" date at the top of the Terms of Use. Any changes to the Terms of Use will be effective immediately for new users of the Services and will be effective thirty (30) days after posting of notice of such changes on the website for existing users of the Services. If Customer does not agree to any change(s) after receiving a notice of such change(s), Customer shall stop accessing or using Tools or Services, and Patient Data. Customer's continued use of any Tools or Services, and Patient Data constitutes Customer's acceptance of such change(s). PLEASE REGULARLY CHECK THE QURE4U WEBSITE TO VIEW THE THEN-CURRENT TERMS.

1.0 USE.

Customer may prescribe or order the use of the Tools to its patients in Customer's professional judgement in accordance with applicable Qure4u Terms of Use and in accordance with the indications for use for the Tools. The Tools are not appropriate for all patients. Customer may access and use the Tools or Services, and Patient Data in accordance with these Terms of Use. Customer will promptly contact the applicable patient and Qure4u if Customer is not receiving appropriate data with respect to a particular patient or Tool through the Tools or Services, and Patient Data.

2.0 PATIENT DATA.

The Tools may transmit Patient Data relating to Customer patients to Customer, and Qure4u may be provided (or provide) other data by Customer or Customer patients, solely as permitted by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The privacy and security of such data will be protected by Qure4u, and such data will be subject to the terms of our HIPAA Business Associate Agreement.

3.0 TOOLS, SERVICES, AND PATIENT DATA.

3.1 General.

Qure4u may make available Tools or Services, and Patient Data, such as portals, applications, Qure4 sub-sites, and other tools to Customer in connection with the Tools. The Tools or Services, and Patient Data are protected by copyright and other laws throughout the world. Unless otherwise specified by Qure4u in a separate license, Customer right to use any of the Services is subject to these Terms of Use.

3.2 License.

Subject to Customer compliance with the Terms of Use, Qure4u grants Customer a limited non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Services and software related thereto, in each case, solely for Customer professional use with patients using the Tools.

3.3 Updates.

Customer understands that the Tools or Services, and Patient Data are evolving and may not be available. As a result, Qure4u may require Customer to accept updates to the Services that Customer has used. Customer acknowledges and agrees that Qure4u may update the Services with or without notifying Customer. Customer may need to update third-party software from time to time in order to access or use the Tools or Services, and Patient Data.

4.0 Certain Restrictions.

The rights granted to Customer are subject to the following restrictions: (a) Customer shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Services or any portion thereof; (b) Customer shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Tools or Services except to the extent the foregoing restrictions are expressly prohibited by applicable law; (c) Customer shall not use any means, including but not limited to script or programming, to scrape or mine the data or other content associated with the Tools or Services; (d) Customer shall not use the Tools or Services in order to build a similar or competitive tools, portal, application, or other product or service; (e) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (f) Customer shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Tools or Services. Any future release, update or other addition to the Tools or Services shall be subject to the Terms of Use. Qure4u and its licensors, suppliers and service providers reserve all rights not granted in these Terms of Use.

5.0 Ownership.

5.1 Qure4u Intellectual Property.

Except with respect to Customer patients' personally identifiable data and medical advice, Customer agrees that Qure4u and its Third Party Manufacturers own all rights, title and interest in and to the Tools and Services and all intellectual property rights related to the Tools and Services.

5.2 Trademarks.

Qure4u related graphics, logos, service marks and trade names used on or in connection with the Tools or Services are owned by Qure4u and may not be used without permission. Other trademarks, service marks and trade names are the property of their respective owners.

5.3 Feedback.

Customer agrees that submission of any ideas, suggestions, documents, and/or proposals to Qure4u through its suggestion, feedback, forum or similar pages ("Feedback") is at Customer's own risk and that Qure4u has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. Customer represents and warrants that Customer has all rights necessary to submit the Feedback. Customer hereby grants to Qure4u a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights.

5.4 Analytics and Improvements.

Subject to applicable laws and regulations, Customer agrees that Qure4u may de-identify and/or aggregate, and analyze, any Patient Data, data, or information Customer provides Qure4u through the use of the Services relating to the efficacy, functions, or features of the Tools or Services, and agrees that Qure4u exclusively owns such de-identified and/or aggregated data and any improvements or new products or services arising therefrom.

6.0 Indemnification.

Customer agrees to indemnify and hold Qure4u, its affiliates, officers, employees, agents, partners and licensors (collectively the "Qure4u Parties") harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of: (a) Customer's use of, or inability to use, the Tools, Services, or Patient Data; (b) Customer's patients' use of, or inability to use, the Tools; (c) Customer's decision to prescribe or order the use of the Tools to Customer patient(s) or failure to secure the required acknowledgements and consents from such patient(s); (d) any medical advice or services which Customer provides (or fail to provide) to Customer patient(s) in any way related to the Tools or Services; (e) Customer violation of the Terms of Use; or (f) Customer violation of any applicable laws, rules or regulations. Qure4u reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Customer, in which event Customer will fully cooperate with Qure4u in asserting any available defenses. Customer agrees that the provisions in this section will survive any termination.

7.0 DISCLAIMER OF WARRANTIES.

7.1 AS IS.

CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER USE OF THE TOOLS, SERVICES, AND PATIENT DATA IS AT CUSTOMER'S SOLE RISK, AND THE TOOLS, SERVICES, AND PATIENT DATA ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. THE QURE4U PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7.2 No Liability for Conduct of Third Parties.

CUSTOMER ACKNOWLEDGES AND AGREES THAT THE QURE4U PARTIES ARE NOT LIABLE, AND CUSTOMER AGREES NOT TO SEEK TO HOLD THE QURE4U PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING PATIENTS OR OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF HARM OR INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH CUSTOMER. CUSTOMER AGREES THAT QURE4U WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DEVICES, GOODS, RPM SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES OR THIRD PARTY MANUFACTURERS, OR FOR ANY DAMAGES OR LOSSES CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE DEVICES, CONTENT, OR BUSINESS PRACTICES OF ANY THIRD-PARTY.

(a) QURE4U MAKES NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE TOOLS PATIENT DATA SERVICES OR PATIENT DATA WILL BE APPROPRIATE FOR CUSTOMER OR CUSTOMER'S PATIENTS OR MEET CUSTOMER REQUIREMENTS OR CUSTOMER PATIENTS' REQUIREMENTS; (2) CUSTOMER'S USE OF THE TOOLS, SERVICES OR PATIENT DATA WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (3) THE RESULTS THAT MAY BE OBTAINED FROM THE TOOLS, SERVICES, OR PATIENT DATA; OR (4) ANY ERRORS WILL BE CORRECTED. THE TOOLS ARE NOT A REPLACEMENT OF A PHYSICAL EXAMINATION BY CUSTOMER OR ANOTHER TRAINED HEALTHCARE PROVIDER AND SHOULD NOT BE USED INDEPENDENTLY TO DIAGNOSE OR TREAT DISEASES OR CONDITIONS.

(b) QURE4U DOES NOT GUARANTEE THE EFFICACY OF THE TOOLS, SERVICES OR PATIENT DATA OR ANY INFORMATION PROVIDED THROUGH SUCH TOOLS, SERVICES, OR PATIENT DATA. NO RESULTS OF ANY KIND ARE GUARANTEED.

(c) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM QURE4U OR THROUGH THE TOOLS, SERVICES, OR PATIENT DATA WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

8.0 LIMITATION OF LIABILITY; RELEASE.

8.1 Disclaimer of Certain Damages.

CUSTOMER UNDERSTANDS AND AGREES THAT IN NO EVENT SHALL THE QURE4U PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES RESULTING FROM LOSS OF USE, DATA, OR PROFITS, ARISING OUT OF OR IN CONNECTION WITH THE TOOLS, SERVICES, OR PATIENT DATA WHETHER OR NOT THE QURE4U PARTIES HAVE BEEN

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THE TOOLS, SERVICES, OR PATIENT DATA WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY.

8.2 Cap on Liability.

UNDER NO CIRCUMSTANCES WILL THE QURE4U PARTIES BE LIABLE TO CUSTOMER FOR AN AMOUNT TO EXCEED ONE HUNDRED DOLLARS (\$100) OR THE AMOUNTS CUSTOMER PAID QURE4U FOR THE TOOLS, SERVICES, AND PATIENT DATA DURING THE PRIOR TWELVE (12) MONTHS, IF ANY.

8.3 Release.

Customer hereby releases, waives, relinquishes and forever discharges Qure4u from every past, present and future claim, demand and right of action of every kind and nature, known or unknown, related to Customer reliance on the Tools, Services, or Patient Data to provide medical care to Customer patients.

9.0 TERM AND TERMINATION.

9.1 Term.

These Terms of Use shall commence on the Sales Order Effective Date and shall continue thereafter indefinitely, unless and until terminated as specifically provided in these Terms of Use or the Agreement.

9.2 Termination of Services by Qure4u.

If Customer has materially breached any provision of the Terms of Use or the Agreement, or if Qure4u is required to do so by law (e.g., where the provision of Tools becomes unlawful), Qure4u has the right to, immediately and without notice, suspend or terminate the Terms of Use in connection with the Tools and/or applicable Services. Customer agrees that all terminations for cause shall be made in Qure4u's sole discretion and that Qure4u shall not be liable to Customer or any third-party for any termination.

9.3 Termination by Customer.

If Customer wants to terminate the use of remote patient monitoring Tools and Services, Customer may do so upon 90 days prior written notice to Qure4u and after informing Customer patients using the Tools to cease use of the Tools, and ceasing Customer use of the Tools, Services, and Patient Data.

9.4 Effect of Termination.

Termination may result in deletion of Customer passwords and all of Customer and/or Customer patient data from our live databases, subject to applicable law and applicable retention policies. Upon termination, Customer rights will automatically terminate. All provisions of the Terms of Use which by their nature should survive, shall survive, including without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

10.0 INTERNATIONAL USERS.

The Tools and Services are intended for use in the United States of America only. Data is controlled and stored by Qure4u and its service providers from facilities in the United States of America. Qure4u makes no representations that Tools or Services are appropriate or available for use in other locations. Those who access or use the Tools or Services from other jurisdictions do so at their own volition, are responsible for compliance with local law, and hereby grant Qure4u consent to transfer such data to the United States.

11.0 ARBITRATION.

11.1 Applicability of Arbitration Agreement.

Except as expressly provided herein, all claims and disputes (excluding claims for emergency injunctive relief as set forth below) in connection with the Terms of Use or the Tools or Services provided by Qure4u that cannot be resolved informally shall be resolved exclusively by binding arbitration under the terms of this arbitration provision ("Arbitration Agreement"). Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to Customer and Qure4u, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, heirs, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries.

11.2 Arbitration Rules.

Arbitration shall be initiated through the American Arbitration Association ("AAA"), an established alternative dispute resolution provider ("ADR Provider") that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms of Use.

11.3 Authority of Arbitrator.

If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of Customer and Qure4u, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded pursuant to the Terms of Use. The award of the arbitrator is final and binding upon Customer and Qure4u.

11.4 Waiver of Jury Trial.

THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT (OTHER THAN A SMALL CLAIMS COURT) AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement.

11.5 Small Claims Court.

Notwithstanding the foregoing, either Customer or Qure4u may bring an individual action in small claims court.

11.6 Emergency Injunctive Relief.

Notwithstanding the foregoing, either party may seek emergency injunctive relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

12.0 GENERAL PROVISIONS.

12.1 Electronic Communications.

To the maximum extent permitted by law, Customer (1) consents to receive communications from Qure4u in an electronic form; and (2) agrees that all terms and conditions, agreements, notices, disclosures, and other communications that Qure4u provides to Customer electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect Customer's statutory rights.

12.2 Assignment.

The Terms of Use, and Customer's rights and obligations hereunder, may not be assigned, subcontracted, delegated, or otherwise transferred by Customer without Qure4u's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

12.3 Compliance.

If Customer believes that Qure4u has not adhered to the Terms of Use, please contact Qure4u by emailing Qure4u at legal@Qure4u.com. Qure4u will do our best to address Customer concerns. If Customer feels that Customer's complaint has been addressed incompletely, Qure4u invites Customer to let Qure4u know for further investigation.

12.4 Limitations Period.

CUSTOMER AND QURE4U AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE TERMS OF USE, THE TOOLS, SERVICES, OR PATIENT DATA MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

12.5 Governing Law.

The Terms of Use and any action related thereto will be governed and interpreted by and under the laws of the State of Florida, without giving effect to any principles that provide for the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Sales Order or these Terms of Use.

12.6 Notice.

Where Qure4u requires that Customer provide an e-mail address, Customer is responsible for providing Qure4u with Customer's most current e-mail address. In the event that the last e-mail address Customer provided to Qure4u is not valid, or for any reason is not capable of delivering to Customer any notices required/ permitted by the Terms of Use, Qure4u's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. Customer may give notice to Qure4u in writing, by receipted personal delivery or deposited in certified mail addressed to the addressee as set forth on the signature page hereto and to the attention of the CEO and with return receipt requested, effective upon receipt.

12.7 Waiver.

Any waiver or failure to enforce any provision of the Terms of Use on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

12.8 Severability.

If any provision of the Terms of Use is, for any reason, held to be invalid or unenforceable, the other provisions of the Terms of Use will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

12.9 Export Control.

Customer may not use, export, import, or transfer the Tools or Services except as authorized by U.S. law and any other applicable laws. In particular, but without limitation, the Tools and Services may not be exported or re-exported (a) into any United States embargoed countries; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. Customer represents and warrants that (i) Customer is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) Customer is not listed on any U.S. Government list of prohibited or restricted parties. Customer acknowledges and agrees that products, services or technology provided by Qure4u is subject to the export control laws and regulations of the United States. Customer shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer Qure4u products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

12.10 Entire Agreement.

The Terms of Use and the Agreement are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter. Should any provision in these Terms of Use conflict with a provision in the Agreement, the provision in these Terms of Use shall take precedence.

End of Terms of Use

Revision History

November 5, 2021