

## **User Agreement**

### **1. General**

Beats Therapeutics (together with its affiliated entities, “**Beats Medical Ltd**”, “**we**”, “**us**” or “**our**”) owns and operates this mobile application, Wonders Cape (the “**App**”).

We are incorporated and registered in Ireland as a limited liability company under company number 619940 and have our registered office at 4 Cubes 1, Beacon South Quarter, Sandyford, Dublin 18.

#### **Warning:**

**(1) This App requires a smart phone with a minimum of 20MB of memory, Internet access and iOS operating systems.**

Like most apps and related services, and especially those that involve physical activity, the use of the App is not without risk. **A person interested in using the App should be sure to read, carefully, the full provisions of this User Agreement, including the provisions of Section 3 and Section 15, which Sections provide certain warnings and disclaim and limit our potential liabilities resulting from your use of the App.**

### **2. Acceptance of this User Agreement and our Privacy Statement**

These terms and conditions (“**User Agreement**”) govern your use of the App including any updates or supplements to the App unless they come with separate terms, in which case those terms apply. We do not sell the App to you. We remain the owners of the App at all times.

By accessing and using this App you are agreeing to be bound by this User Agreement, our Privacy Statement, and any additional terms and conditions that are referenced herein. You should therefore read this User Agreement carefully and in its entirety.

It is also important that you understand fully what data we collect from you and from your Device. For full details of the type of information we collect via our App our use of such

information and to whom we may disclose this information, you must read and accept our Privacy Statement which is hereby incorporated into and forms part of this User Agreement.

PLEASE NOTE ALSO THAT THIS USER AGREEMENT CONTAINS TERMS WHICH LIMIT OUR LIABILITY TO YOU. IF YOU DO NOT AGREE TO THIS USER AGREEMENT THEN YOU SHOULD NOT ACCESS OR USE THIS APP.

### **3. Important Notice and Disclaimer About this App**

We make this App as an informational aid for children to be used by their parent or guardian with the child. The child must be supervised by a parent or guardian at all times during their use of this App. The parent must ensure the child's compliance with these T and C's

BEATS THERAPEUTICS IS NOT ENGAGED IN THE PRACTICE OF MEDICINE, DOES NOT PROVIDE MEDICAL OR HEALTHCARE SERVICES, AND IS NOT A HEALTHCARE PROVIDER. This App and any information provided in, via or obtained from it are not intended under any circumstances to be used for medical diagnosis or treatment, and information provided in, via or obtained from this App should not be relied on whatsoever for these purposes or any other purpose that may require medical consultation, diagnosis, decision and/or prescription. We do not offer or give medical advice. This App is intended to assist children aged 7-12, but not to replace the relationship between the person and their medical professional(s). By using this App, you agree that the information provided in, via or obtained from this App are not a substitution for proper consultation or care by a doctor, psychiatrist, physiotherapist, therapist, nutritionist, support group or other medical or health professional. Always seek the advice of your doctor, psychiatrist, physiotherapist, therapist, nutritionist or other medical or health professional with questions regarding your health. Never disregard professional medical advice or delay seeking such advice because of your use of the App and/or anything you may have read on this App.

As noted above, our App is intended as an informational aid for children, to be used while supervised by an adult or guardian. Any Commentary, opinions and other messages or materials posted on or obtained from our App are not intended to amount to advice on which reliance should be placed. In no circumstances should information obtained through this App be considered a substitute for conventional treatments or of the information and results garnered and provided by a qualified health professional, owing a duty of care to his/her patient. This duty of care is not transferred to, or shared by, us or any other user of the App. We do not recommend or endorse any specific tests, studies, treatments, protocols, medical practitioners, products, procedures, opinions or other information that may be found on this App or on links reached through the App. You retain sole responsibility for, without limitation, all assumptions, interpretations, conclusions and actions made by you arising from your use of this App. This app is not intended for use by any user with a diagnosable mental health condition, suicidal ideation and self harm. Users with these conditions should seek support from a licenced mental health professional, this product should not be considered a substitute for mental health and medical support.

Therefore, to the maximum extent permitted by applicable law, your use of this App is at your own risk and we therefore disclaim all liability and responsibility arising from your or your child's use or inability to use the App and any reliance placed on commentary and other materials posted on or obtained from our App by any visitor to our App, or by anyone who may be informed of any of its contents.

We do not warrant the accuracy, precision, updating or exhaustiveness of information made available on this App. Accordingly, to the maximum extent permitted by applicable law, we disclaim all liability for any loss, damage or distress resulting from any information made available on this App and from your use of such information.

You understand and agree that to the maximum extent permitted by applicable law we are not responsible or liable whatsoever for any claim, loss or damage directly or indirectly resulting from your use of this App. Therefore, you understand and agree that:

- our App does not guarantee recovery from any medical condition or complaint experienced at the time of using our App or thereafter; and
- you should seek the advice of a doctor or other qualified health professional in respect of any questions concerning your child's medical conditions, psychological distress, nutrition and/or other matters of health.

Children may be more susceptible to losses of balance and/or have a higher risk of falling. Users of the app, especially the Gross Motor Skills Exercises, could be at risk for falling while using the App and could suffer significant injuries or even a fatality. Consequently, people who have a history of a loss of balance or of falling, or that have suffered a loss of balance or a fall in the recent past, should not use the app.

Use of the App in an outdoor environment, especially through the use of headphones, is at a heightened risk due to the ability of the App to distract a user from his or her surrounding environment, including causing an inability to hear noises or see and identify risks. **WE STRONGLY RECOMMEND THAT THE APP BE USED ONLY IN AN INDOOR ENVIRONMENT THAT HAS BEEN ESTABLISHED AS A SAFE AND RISK-FREE ENVIRONMENT AND THAT IS FREE OF OBSTACLES.**

Use of our Gross Motor Skill Exercises (as defined below) requires mobility, balance, coordination, strength, flexibility and independence. We strongly recommend that you take extra care using the Gross Motor Skill Exercises, such that you do not become distracted such that you put yourself or others at danger.

Nothing in this User Agreement shall affect any rights to which you are entitled under applicable law.

#### **4. Services**

We offer three primary services: (i) Gross Motor exercise, which includes flashcards (Let's Move); (ii) Fine Motor exercises, which includes maze and screen tapping exercises (Bubble factory, Mazes); (iii) General Wellbeing information, which includes communication tips, Organization skill building information, Grounding and Mindfulness exercises, and Tips For Parents.

## **5. Amendments and Changes to this User Agreement**

We may change the terms of this User Agreement at any time by sending you an email with details of the change or notifying you of a change when you next start the App. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the App.

**During your** continued use of the App: Your continued use of the App signifies your acceptance of any revised version of this User Agreement. If you do not agree to any changes during your continued use of the App you may notify us of your disagreement by emailing us at [office@beatsmedical.com](mailto:office@beatsmedical.com)

## **6. Your Device and Updates to this App**

You will be assumed to either own or have obtained permission from the owners of the mobile telephone or handheld devices that are controlled, but not owned, by you ("**Devices**") and to download a copy of the App onto the Devices. You and they may be charged by your and their service providers for internet access on the Devices. You accept responsibility in accordance with the terms of this User Agreement for the use of the App on or in relation to any Device, whether or not it is owned by you.

From time to time updates to the App may be issued through the relevant app store. Depending on the update, you may not be able to use the App until you have downloaded or streamed the latest version of the App and accepted any new terms. We are not liable if you do not have a compatible device or if you download the wrong version of the App for your Device.

## **7. Use of App and Licence Restrictions; IP Ownership**

In consideration of you agreeing to abide by this User Agreement, we grant you a non-transferable, non-exclusive licence to use the App on the Devices, subject to the terms of this User Agreement, our Privacy Statement and any relevant rules of the app store from which this App was downloaded or streamed. We reserve all other rights.

Except as expressly set out in this User Agreement or as permitted by any local law, you agree:

- (a) not to copy the App except where such copying is incidental to normal use of the App, or where it is necessary for the purpose of back-up or operational security;

- (b) not to license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the App in any way or translate, merge, adapt or modify the App;
- (c) not to make alterations to, or modifications of, the whole or any part of the App, or permit the App or any part of it to be combined with, or become incorporated in, any other programs;
- (d) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App or attempt to do any such thing except to the extent that such actions cannot be prohibited by applicable law;
- (e) subject to the other provisions of this User Agreement, to keep all copies of the App secure and to maintain accurate and up-to-date records of the number and locations of all copies of the App;
- (f) to include our copyright notice on all entire and partial copies you make of the App on any medium;
- (g) not to provide or otherwise make available the App in whole or in part (including object and source code), in any form to any person without prior written consent from us;
- (h) not to access the App in order to (i) design or build a competitive product or service, (ii) design or build a product using similar ideas, features, functions or graphics of the App, (iii) copy any ideas, features, functions or graphics of the App, or (iv) launch an automated program or script, including web spiders, web crawlers, web robots, web ants, bots, viruses or worms or any program that may make multiple server requests per second; and
- (i) to comply with all technology control or export laws and regulations that apply to the technology used or supported by the App (together the “**Licence Restrictions**”).

As between Beats Therapeutics and you, we own and retain all right, title, and interest in and to the App, all the content, code, data and materials on the App (including without limitation, all information, communications, software, scripting, photographs, illustrations, titles, text, audio, video, graphics, music, sound, images, including its look and feel), (collectively, the "Wonders Cape App Content"), including but not limited to any copyrights, trade mark rights, patent rights, design rights, database rights, moral rights, sui generis rights, and other intellectual property and propriety rights therein.

You should note that the Wonders Cape App Content is protected by copyright, trade mark, design, database, patent, moral, sui generis rights and other intellectual property laws (as the case may be), under national laws and international treaties. All such rights (registered and unregistered) in and on the App, and the Wonders Cape App Content, as well as any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you, belong to Wonders Cape App and/or third parties. Wonders Cape App reserves all of its rights in the Beats Medical Content, the App. Nothing in this User Agreement grants you a right or license to use any copyright, trade mark, patent right, design right, database right, moral right, sui generis right or and other

intellectual property right owned or controlled by Beats Therapeutics or any third party except as expressly provided herein. Any copy, modification, revision, enhancement, adaption, translation or derivative work of or created from the App shall be owned solely and exclusively by Beats Therapeutics and/or, as applicable, Beats Therapeutics third-party vendors or licensors, as shall any and all copyright, trademarks, patent, design, database, moral, sui generis rights and other intellectual property rights, worldwide therein and thereto, and you hereby assign to Beats Therapeutics any and all of your rights, title and interests in any of the foregoing.

The trademarks, logos, service marks, and trade names (collectively, the “**Marks**”) displayed on the App or on content available through the App are registered and unregistered Marks of Beats Therapeutics and others and may not be copied, imitated or used, in whole or in part, without the prior written consent of Beats Therapeutics or the applicable Mark holder.

You may not make alterations, copies, extracts, modifications or additions to the Beats Therapeutics Content, or sell, copy, disseminate or licence it, or misuse the Beats Therapeutics Content in any way. If you want to re-publish, extract, reproduce, disseminate or otherwise use any of the Beats Therapeutics Content, you must contact us in advance for written permission except if otherwise expressly provided in this User Agreement.

We may use information on how you use the App for a number of purposes, which are described in our Privacy Statement. Use of our App generates certain data that is anonymous and does not personally identify you. We own this anonymous data. If and to the extent you have any right, title or interest in or to this anonymous data (or part thereof), you hereby unconditionally and irrevocably assign, transfer and set over unto us absolutely all your right, title and interest (including all intellectual property rights), and waive all moral rights, in and to the aforementioned anonymous data.

This is without prejudice to any rights you may have that otherwise can’t be waived pursuant to applicable laws.

## **8. Registered Users**

By registering with the App, you represent and warrant that (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are 18 years of age or older and (d) your use of the App does not violate any applicable law or regulation.

You represent and warrant that the information you provide to us is accurate and complete.

~~You must treat your username and password you choose on registration as confidential,~~

~~and you must not disclose them to any third party.~~ We have the right to disable any username, user identification code or password and/or account, whether chosen by you or allocated by us, at any

time, if in our opinion you have failed to comply with any of the provisions of this User Agreement. As a user of the App you are expected to respect the confidential nature of the information you may be granted access to by other users. You must not disclose user information or any App content to any other person.

You are responsible for making all arrangements necessary for you to have access to the App. You are also responsible for ensuring that all persons who access the App through your internet connection are aware of these terms, and that they comply with them in full.

## 9. User Content

We do not claim any proprietary rights in the text, files, images, photos, works of authorship, or any other materials which you upload and/or input to the App (collectively, "**User Content**"). After inputting and/or uploading User Content to the App, you continue to retain all ownership and/or license rights in such User Content, and continue to have the right to use your User Content in any way you choose.

By inputting or uploading any User Content on or through the App, you grant us a license to use, copy, modify, adapt, translate, perform, display, transmit, sell, reproduce, create derivative works from, incorporate in other works, and distribute, in whole or in part, in any manner or medium (whether now known or hereinafter developed), such User Content as we may, in our discretion, choose to do. To the extent any User Content contains personal data we will use it in accordance with our Privacy Statement. The license you grant to us is perpetual (meaning it will not expire), irrevocable (meaning you cannot revoke it), transferable (should we change ownership), non-exclusive (meaning you are free to license your User Content to anyone else in addition to us), fully-paid and royalty-free (meaning we are not required to pay you for the use on the App of the User Content that you provide), fully transferable, assignable and sublicensable (meaning we can transfer our rights), and worldwide (because the internet and the App are global in reach). You will not receive any compensation of any kind for the use of any User Content submitted by you.

You represent and warrant that any User Content that you input or upload on or through the App is original to you and does not copy the work of any third party or otherwise infringe any third-party intellectual rights, moral rights, rights of privacy or publicity rights, and does not contain any defamatory or disparaging statements. Furthermore, you represent and warrant that you have the right to grant the license described above.

You acknowledge that Beats Therapeutics is not responsible or liable to you or any third party for the content or accuracy or completeness of the User Content. However, we reserve the right at all times, in our sole discretion, to screen the User Content and to edit, move, delete and/or refuse to accept any User Content that in our judgment violates this User Agreement or is otherwise unacceptable or inappropriate, whether for legal or other reasons. We cannot be responsible for maintaining any

User Content that you provide to us, and we may delete or destroy any such User Content at any time.

## **10. Acceptable Use**

You must:

- (a) not use the App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this User Agreement, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the App, or any operating system;
- (b) not infringe our intellectual property rights or those of any third party in relation to your use of the App (to the extent that such use is not licensed by this User Agreement), including by means of uploading or transmitting any communications or content of any type that infringes or violates any rights of any party;
- (c) not transmit any material that is defamatory, tortious, harmful, obscene, infringing, offensive, racially or ethnically offensive, harassing, scandalous, hateful, inflammatory, threatening, offensive, unlawful, profane, pornographic, or otherwise objectionable in relation to your use of the App including without limitation, anything that facilitates illegal activity, depicts sexually explicit images, promotes unlawful violence, is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, is illegal or which could or does cause damage or injury to any person or property, could give rise to any civil or criminal liability under applicable law, including, without limitation, any material that you are not entitled to post or transmit, or where such posting or transmission is otherwise in breach of any third party intellectual property rights;
- (d) not use the App in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
- (e) not collect or harvest any information or data from our systems or attempt to decipher any transmissions to or from the servers;
- (f) use the App only for your sole, personal use and must not resell it to any third party or otherwise use for commercial purposes without our prior written consent;
- (g) not manipulate any identifiers to disguise the origin of a message or impersonate another person;
- (h) not disclose any other user's personal information without their prior express agreement. This means that if you happen to know another user's identity you must not disclose this to any other user or to any other third party. Furthermore, you must not name, discuss or promote any medications;
- (i) not use the App in any manner which could damage, disable, overburden or impair the App or any other party's computer systems or hack or gain unauthorised access to this App and the Beats Therapeutics Content or data. You must not use the App for any illegal or immoral purposes;
- (j) not copy or distribute the Beats Therapeutics Content;



- (k) not use the App as a means to distribute advertising or other unsolicited material to any third party;
- (l) comply with all applicable third-party terms of agreement (e.g., your wireless data service agreement);
- (m) ensure that no unauthorized person shall have access to your Device or your password and promptly notify us in the event your password or accounts have been compromised; and
- (n) not assign or otherwise transfer your account to any other person or entity.

Where permitted by law, we reserve the right to disclose to our legal representatives, any Court and any regulatory and/or law enforcement authority the identity of any user who breaches this User Agreement and/or our Privacy Statement (or any part thereof).

You agree to indemnify Beats Therapeutics and its affiliates, and each of its or their respective officers, directors, managers, employees, shareholders, agents, representatives, partners, licensors, successors and assigns from and against any and all claims, losses, expenses, damages and costs, including reasonable attorneys' fees, that arise out of or relate to any claim that information or material which you have submitted to or made available on the App is in breach of this User Agreement (or any part thereof), is in violation of any law or is in breach of any third party rights (including, but not limited to, claims in respect of defamation, invasion of privacy, breach of confidence, infringement of copyright or infringement of any other intellectual property right).

## **11. Communication at Your Own Risk**

E-mail and other methods of transmitting information over the Internet are subject to interference or scrutiny by third parties and should be independently verified. We cannot ensure security and privacy of such communications and all risk in transmitting such communications lies with you. Additionally, by using the App, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using the App or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

## **12. Indemnity**

You agree to indemnify and hold harmless Beats Therapeutics, its affiliates, and each of its and their respective officers, directors, managers, employees, shareholders, agents, representatives, partners, licensors, successors and assigns from and against any and all claims, losses, expenses, damages and costs, including reasonable attorneys' fees, that arise out of or relate to:

- your use or misuse of the App (or any other person accessing the App using your account), or any information accessible over or through the App, including information obtained from third party websites;

- any information you (or any other person accessing the App using your account) submit to or make available on the App;
- violation of this User Agreement or any other laws, regulations and rules by you (or any other person accessing the App using your account); or
- violation of any rights of another by you (or any other person accessing the App using your account).

We reserve the right to exclusively defend and control any claims arising from the above and any such indemnification matters and that you will fully cooperate with us in any such defences.

### **13. Disclaimers and Limitation of Liability**

Use of the App is entirely at your own risk and you assume full responsibility and risk of loss resulting in whole or in part from the use of, viewing, access to, interpreting of, relying on or downloading of the App and/or any Beats Therapeutics Content. We shall not be liable to you or to anyone else for any loss or damage caused in whole or in part by relying upon, using, or interpreting the content or other information obtained through the use of this App. We cannot and do not guarantee or warrant against errors, omissions, delays, interruptions or losses, including loss of data. You are solely responsible for any damages to your Device or loss of data that results from the download or use of the App.

BEATS THERAPEUTICS IS NOT ENGAGED IN THE PRACTICE OF MEDICINE, DOES NOT PROVIDE MEDICAL OR HEALTHCARE SERVICES, AND IS NOT A HEALTHCARE PROVIDER. NOTHING RELATING TO THE USE OF THE APP IS OR SHOULD BE CONSIDERED, OR USED AS A SUBSTITUTE FOR, MEDICAL ADVICE, DIAGNOSIS OR TREATMENT.

YOU SHOULD ALWAYS SEEK THE ADVICE OF YOUR QUALIFIED HEALTHCARE PROFESSIONALS WITH ANY QUESTIONS OR CONCERNS THAT YOU MAY HAVE REGARDING YOUR INDIVIDUAL NEEDS AND ANY MEDICAL CONDITIONS. NEVER DISREGARD, AVOID OR DELAY IN OBTAINING MEDICAL ADVICE FROM YOUR DOCTOR OR OTHER QUALIFIED HEALTHCARE PROVIDER BECAUSE OF SOMETHING YOU HAVE READ OR ACCESSED THROUGH OUR APP OR WEBSITE. IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, YOU SHOULD CONTACT A DOCTOR IMMEDIATELY.

OUR APP IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED. TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, BEATS THERAPEUTICS DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES THAT THE APP IS MERCHANTABLE, RELIABLE, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, NON-INFRINGEMENT OR FREE FROM DEFECTS OR ABLE TO OPERATE ON AN UNINTERRUPTED BASIS, OR THAT THE USE OF THE APP IS SECURE OR IN COMPLIANCE WITH LAWS OR THAT USER INFORMATION TRANSMITTED IN CONNECTION WITH THE APP WILL BE SUCCESSFULLY, ACCURATELY OR SECURELY TRANSMITTED.

BEATS THERAPEUTICS NEITHER ENDORSES NOR IS RESPONSIBLE FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE OR STATEMENT ON THE APP, NOR FOR ANY OFFENSIVE, DEFAMATORY, OBSCENE, INDECENT, UNLAWFUL OR INFRINGING POSTING MADE THEREON BY ANYONE OTHER THAN AUTHORIZED BEATS THERAPEUTICS EMPLOYEE SPOKESPERSONS WHILE ACTING IN THEIR OFFICIAL CAPACITY (INCLUDING USER CONSENT POSTED BY OTHER USERS OF THE APP).

TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, IN NO EVENT SHALL BEATS THERAPEUTICS OR ITS AFFILIATES OR AGENTS OR ANYONE INVOLVED IN CREATING OR PROVIDING THIS APP AND/OR RELATED CONTENT (A) BE LIABLE TO YOU WITH RESPECT TO THE USE OF THE APP; AND/OR (B) BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOSS, THEFT OR CORRUPTION OF USER INFORMATION, THE INABILITY TO USE THE APP, OR DEVICE FAILURE OR MALFUNCTION. YOUR SOLE REMEDY IS TO CEASE USE OF THE APP. BEATS THERAPEUTICS, ITS AFFILIATES AND AGENTS, AND ANYONE INVOLVED IN CREATING OR PROVIDING THIS APP SHALL NOT BE LIABLE EVEN IF ANY OF THEM OR ANY AUTHORIZED REPRESENTATIVE OF THEM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES OR INJURY CAUSED BY ERROR, OMISSION, INTERRUPTION, DEFECT, FAILURE OF PERFORMANCE, UNAUTHORIZED USE, DELAY IN OPERATION OR TRANSMISSION, LINE FAILURE, COMPUTER VIRUS, WORK, TROJAN HORSE OR OTHER HARM. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY PROVIDED ABOVE, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN USERS.

In the event that applicable law does not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental, consequential or other damages, our TOTAL AGGREGATE liability to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to the payment paid by you to us in the 12 (twelve) months preceding your claim or claims.

NOTHING IN THIS USER AGREEMENT WILL LIMIT OUR LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE.

#### **14. Links to Third Party Apps**

The App may contain links to third party websites, but this does not mean that we endorse or authorize those websites, nor does it mean that we are affiliated with the third-party website's owners or sponsors. Your use of third party websites is subject to the terms and conditions of use and other policies contained within each of those websites, and you are responsible for reading and complying with those terms and conditions and other policies. We may terminate a link to a third-party website at any time without notice and without liability to you.

#### **15. Suspension / Termination**

Without affecting any other right or remedy available to us or you, either party may terminate, or in our case suspend performance under, this User Agreement with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of this User Agreement which breach is irreparable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified to do so;
- (b) the other party repeatedly breaches any of the terms of this User Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this User Agreement;
- (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;
- (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (f) an application is made to court, or an order is made, for the appointment of an examiner, or if a notice of intention to appoint an examiner is given or if an examiner is appointed, over the other party;
- (g) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (h) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (i) the other party becomes bankrupt or a petition for bankruptcy is made against it; or
- (j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in paragraphs (d) to (i) (inclusive).

On termination or suspension of this User Agreement for any reason:

- (a) all licences granted under this User Agreement shall immediately terminate;
- (b) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or suspension, including the right to claim damages in respect of any breach of this User Agreement which existed at or before the date of termination suspension shall not be affected or prejudiced.

## **16. Severability**

This User Agreement operates to the fullest extent permissible by applicable law. If any provision (or part thereof) of the User Agreement is unlawful, void or unenforceable, that provision (or part thereof) is deemed severable from the User Agreement and does not affect the validity and enforceability of any remaining provisions (or part thereof).

## **17. Other**

Nothing in the User Agreement shall be construed to create a partnership or agency relationship between you and us and neither party shall have the right or authority to incur any liability debt or cost or enter into any contracts or other arrangements in the name of or on behalf of the other.

If we fail to insist that you perform any of your obligations under the User Agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

This User Agreement constitutes the entire agreement between us and you with respect to the subject matter contained in this User Agreement and supersedes all previous and contemporaneous agreements, proposals, and communications, written or oral, related to that subject matter.

You also may be subject to additional terms and conditions that may apply when you use the products or services of a third party that are available through the App. In the event of any conflict between such third-party terms and conditions and this Agreement, this Agreement shall govern.

This User Agreement is personal to you and you may not assign it to anyone. If any provision of this User Agreement is found to be unlawful, void or for any reason unenforceable, then that provision will be deemed severable from this User Agreement and will not affect the validity and enforceability of any remaining provisions. This User Agreement is not intended to benefit any third party and does not create any third-party beneficiaries. Accordingly, this User Agreement may be invoked or enforced only by you or us. You agree that, to the extent permitted by applicable law, any claim or cause of action that you may have arising out of or related to use of the App, or this User Agreement must be filed by you within one year after the claim or cause of action arose or else be forever barred. Any and all provisions of this User Agreement that reasonably would be expected to be performed after the termination or expiration of this Agreement shall survive and be enforceable after such termination or expiration, including, without limitation, provisions relating to ownership, indemnification, limitation of liability and governing law.

## **18. Irish Law Applies**

Ireland is the place of performance in respect of this App. Accordingly, this User Agreement, and any dispute arising under or relating to this Agreement, shall in all respects, be governed by and construed in accordance with the internal substantive and procedural laws of the Republic of Ireland, without regard to any conflicts-of-laws principles.

This User Agreement and any dispute or claim arising out of or in connection with it are or their subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of Ireland, and you agree that the courts of Ireland have exclusive jurisdiction to hear and determine any actions or proceedings that may arise out of or in connection with the User Agreement. However, this does not prevent us from instituting proceedings outside of Ireland.

Version 1 Effective as at 22nd of April 2020

E-mail Address: [office@beatsmedical.com](mailto:office@beatsmedical.com)

Street Address: 4 Cubes 1, Beacon South Quarter, Sandyford, Dublin 18, Ireland.

### **PRIVACY STATEMENT**

This statement relates to our privacy practices in connection with this mobile application called 'WondersCape App' (the 'App').

NB: This App uses the features of your mobile device to collect data about you as part of the service we provide.

This document is to inform you about how we treat your personal information and to explain in particular how your personal information is processed when you use our App. As a result, you will be able to provide consent to the processing of your personal information in a free and informed way in the sections of the App in which you are asked to provide personal information. We are not responsible for the content or privacy practices of other websites. Any external links to other websites are clearly identifiable as such.

This App is operated by Beats Therapeutics Limited, a company incorporated and registered in Ireland with company registration number 619940 with its registered office at Beats Therapeutics, 4 Cubes 1, Beacon South Quarter, Sandyford, Dublin 18, Ireland ("Beats Medical", "we", "us" or "our"). You can contact us at this address or by using any of the contact information provided at the end of this statement.

## General Statement

We fully respect your right to privacy, and will not collect personal information about you on this App without your permission. Any personal information which you volunteer to us will be treated with high standards of security and confidentiality, in accordance with the Data Protection Acts 1988 to 2018 ('DPA').

## Important Notice

The terms governing the general use of our App are set out in our User Agreement. By using this App and registering as a member you are deemed to fully accept this Privacy Statement and our User Agreement.

Information we may collect from you We may collect and process the following data about you:

1. General Information Volunteered to Us: Information that you provide by filling in forms on our App. This includes information provided at the time of registering to use our App, subscribing to our services or subscribing to our newsletter, push notifications or updates. We may also ask you for information when you report a problem with our App.

2. Registration Information: In order to allow you to register as a user of our App it is necessary for us to ask you for certain information that allows us to provide you with our App. This information includes your email address (required for access) and Age (optional).

3. Information Collected from your Mobile: Core to the service we provide via our App is the collection of certain data from your use of your mobile device. This data is collected from the accelerometer and touch screen built into your mobile device. We can record your use of your mobile device for the purpose of our service including the time you begin an activity in the App, the accumulated time you spend within each activity, and the result you log in each activity.

By using the App or any of our services, you consent to us collecting and using technical information about your device(s) and related software, hardware and peripherals for the services that are internet based or wireless and improve our products and to provide any services to you.

NB. Other than the above information, we do not ask for, and we request you refrain from providing us with, any details or information of a medical or clinical nature concerning you or anyone else.

4. If you contact us, we may keep a record of that correspondence.

Uses made of the information

1. If you register your details with us, we may use the details you have given us, together with details of how you use our App as follows:

a) to provide our service;

b) to provide service support and to respond to your queries and requests;

c) to manage and improve our services and the App;

d) to notify you of changes to our services, the App, our Privacy Statement and/or any of our other published notices and terms and conditions;

e) to produce statistical studies designed for third parties to facilitate better knowledge of the patient concerns and experiences, or contributing to the improvement of disease knowledge, pharmacovigilance and prevention, or development or improvement of healthcare technologies or therapies. Such statistical studies and results will always be transmitted in aggregate and anonymous so no individual is personally identifiable;

f) to contact you regarding healthcare research and development projects we believe may interest you;

g) if you have consented, to provide you with newsletters as set out in this Privacy Statement;

h) if applicable, to facilitate your participation in surveys you may wish to partake; and

i) to understand statistical data about user browsing actions and patterns, which does not personally identify you.

#### Where we store your personal data

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area (“EEA”). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. By submitting your personal data, you agree to this transfer, storing and/or processing. We will take steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Statement.



## How long do we retain the information you provide us

We retain the personal information you give us for no longer than is necessary for the purposes for which the information was obtained. The information you provide us on registration will be kept for as long as you are a registered member of our service, unless you amend or delete the information. If you cancel your registration, we retain your data for one year, unless you ask us to erase it.

## Disclosure of your information

Any information which you provide us in this way is not made available to any third parties unless you give your prior consent, and is used by us only in line with the purposes set out in this Privacy Statement. However, we may consider it necessary to disclose personal information without your consent or without consulting you, when we believe that it is appropriate to comply with our legal obligations and/or a Court Order, to cooperate with any law enforcement agencies, to enforce this Privacy Statement, the User Agreement or other legal rights, to protect the security of the App, to prevent fraud, or otherwise to protect our legitimate interests and/or the legitimate interests of other users.

**Newsletters and Updates** If you subscribe to our newsletter, push notifications or any other e-mail updates, by submitting your e-mail address through a subscribe facility on the App, and you wish to optout of receiving these communications, please access the "Unsubscribe" link that is available on all such emails. If you have any difficulty unsubscribing please contact us using the contact information provided at the end of this Privacy Statement.

## Updating your personal information

If you want to modify or update your registered details at any time, you may inform us of any changes in your personal information, and we will update or modify your personal information accordingly.

## Requests regarding data supplied via this website

On request, we supply copies of your personal data which you may have supplied via this App. If you wish to obtain such copies, you must write to us at our mailing address provided below, or e-mail us at [office@beatsmedical.com](mailto:office@beatsmedical.com). You should include any personal identifiers which you supplied earlier via the App (e.g. username, e-mail address and date of birth). We will also require your full name and residential address in the circumstances.

If you discover that we hold inaccurate information about you, you can modify or update your user profile through the [info@beatsmedical.com](mailto:info@beatsmedical.com) or request us to correct that information. Such a request must be in writing and sent to our [Mailing Address / email address] set out below. You may also request that data which you have supplied via the App be deleted.

#### Contacting Us

If you have any questions, requests or complaints regarding this Privacy Statement, including the activities of any other users of the App, please contact us using the following information:

Web: <http://www.beatsmedical.com> Email: [office@beatsmedical.com](mailto:office@beatsmedical.com)

#### Mailing Address:

Beats Therapeutics, 4 Cubes 1, Beacon South Quarter, Sandyford, Dublin 18

#### Changes to this Statement

We do update our Privacy Statement from time to time, as our data collection practices change. By using our App you agree to be bound by this Privacy Statement and any revisions in effect at the time of use.

We encourage you to periodically review our Privacy Statement to determine the current policies in force.

This statement was last modified April 22<sup>nd</sup> 2020