

Pictal Health, LLC

TERMS OF USE

Last Updated: February 20, 2024

1. ACCEPTANCE OF THE TERMS OF USE.

These terms of use are entered into by and between you and Pictal Health, LLC (“**Company**,” “**we**,” or “**us**”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, “**Terms of Use**”), govern your access to and use of <https://app.pictalhealth.com/> (the “**Web App**”), <http://pictalhealth.com/> (the “**Website**”), and the Heard & Seen Slack community (“**Community**”) including any content, functionality, and services offered on or through the Web App, Website or Community (collectively, the “**Services**”).

Please read the Terms of Use carefully before you start to use the Services. **By using the Services, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Services.

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Services thereafter. Your continued use of the Services following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

2. ELIGIBILITY.

You may use the Services only if you are 13 years or older and are not barred from using the Services under applicable law. To make a purchase via the Services, you must be 18 years or older and capable of forming a binding contract.

3. USING THE SERVICES.

YOU UNDERSTAND AND AGREE THAT THE SERVICES ARE NOT A SUBSTITUTE FOR PROFESSIONAL MEDICAL TREATMENT. THE SERVICES ARE NOT TO BE USED IN THE EVENT OF AN EMERGENCY. THE SERVICES ARE NOT INTENDED TO DIAGNOSE OR TREAT ILLNESS. USERS ASSUME ALL RISKS OF USING THE SERVICES AND WE OFFER NO WARRANTIES OF ANY KIND FOR THE SERVICES. IF YOU ARE CONCERNED OR HAVE QUESTIONS, CONSULT YOUR HEALTHCARE PROVIDER BEFORE USING THE SERVICES.

a) Not a healthcare provider.

We are not a health care provider, licensed healthcare professional, or a doctor/physician, nurse, physician's assistant, advanced practice nurse, or any other medical professional ("Medical Provider"), or a psychiatrist, psychologist, therapist, counselor, or social worker ("Mental Health Provider"), registered dietitian or licensed nutritionist, or member of the clergy. We are not providing health care, medical or nutritional therapy services, or attempting to diagnose, treat, prevent or cure any physical, mental or emotional issue, disease or condition. Any information exchanged with us or provided by us is not intended to be a substitute for the professional medical advice, diagnosis or treatment provided by your own Medical Provider or Mental Health Provider. You agree and acknowledge that we are not providing medical advice, mental health advice, or religious advice in any way.

b) Contact your Medical Provider or Mental Health Provider with questions or concerns.

You should seek the advice of your own Medical Provider and/or Mental Health Provider regarding any questions or concerns you may have about your specific health or any medications, herbs or supplements, or health history. You should not disregard medical advice or delay seeking medical advice in the case that your work with us is incomplete. You should not start or stop taking any medications without speaking to your own Medical Provider or Mental Health Provider. If you have, develop or suspect that you have a medical or mental health problem, you should contact your Medical Provider or Mental Health Provider or other licensed healthcare professional immediately.

c) Review by a Medical Provider or Mental Health Provider.

Review by a Medical Provider or a Mental Health Provider of any output from the Services is not a substitute for the review of your medical record by such a provider.

d) Not responsible for failure to diagnose, treat, prevent, or cure.

Pictal will not be responsible for the failure of any Medical Provider, Mental Health Provider or other person or entity to properly diagnose, treat, prevent or cure any physical, mental or emotional issue, disease or condition.

e) Availability of Services.

We reserve the right to withdraw or amend the Services, and any service or material we provide on the Services, in our sole discretion without notice. From time to time, we may restrict access to some parts of the Website, Web App or Community.

4. SATISFACTION GUARANTEE.

Your satisfaction is extremely important to us. If you are not satisfied with the Services, we will refund your services to date. If you are not satisfied, please let us know immediately. Once you notify us in writing that you are not satisfied, we will have 30 days to try and fix the problem, or we can refund your fees immediately at our discretion. If after that you are still not satisfied, we will give you your money back. Our liability to you will be limited to the amount you have paid for your Services.

5. ACCOUNT SECURITY.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Services or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

6. INTELLECTUAL PROPERTY RIGHTS.

The Services and their entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Services for your personal, non-commercial use only. You must not reproduce, adapt, reverse engineer, decompile, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Services, except as follows:

- You may (and are encouraged to) download, screenshot, or otherwise capture your health information as represented in the Services for the purpose of sharing with other people; this is for your own personal, non-commercial use.
- Please contact info@pictalhealth.com for permission if you are interested in further reproduction, publication, or distribution.
- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.

You must not:

- Modify copies of any materials from the Website or Web App.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Website or App.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Services in breach of the Terms of Use, your right to use the Services will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Services or any content on the Services is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Services not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

7. PROHIBITED USES.

You may use the Services only for lawful purposes and in accordance with these Terms of Use.

You agree not to use the Services:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm the Company or users of the Services, or expose them to liability.

Additionally, you agree not to:

- Use the Services in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Services, including their ability to engage in real time activities through the Services.

- Use any robot, spider, or other automatic device, process, or means to access the Services for any purpose, including monitoring or copying any of the material on the Services.
- Use any manual process to monitor or copy any of the material on the Services, or for any other purpose not expressly authorized in these Services, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Services.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Services, the server on which the Services is stored, or any server, computer, or database connected to the Services.
- Attack the Services via a denial-of-service attack or a distributed denial-of-service attack.
- Breach, or attempt to breach, the Application's security systems.
- Enable third parties to violate these Terms of Use.
- Otherwise attempt to interfere with the proper working of the Services.

8. USER CONTRIBUTIONS.

The Web App and Community contain user profiles, messaging, and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the Website.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

You represent and warrant that all of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that we have no obligation to respond. You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

a. Monitoring and Enforcement; Termination.

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason at our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes

any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Services or the public, or could create liability for the Company.

- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services
- Terminate or suspend your access to all or part of the Services for any or no reason, including without limitation, any violation of these Terms of Use.

We do not undertake to review material before it is posted on the Services, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party.

b. Content Standards.

These content standards ("**Content Standards**") apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.

- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

9. RELIANCE ON INFORMATION POSTED.

The information presented on or through the Services is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Services, or by anyone who may be informed of any of its contents.

The Services may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

10. THIRD PARTY LINKS.

If the Services contain links to other sites and resources provided by third parties, these links are provided for your convenience only. This may include links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the Services, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

11. GEOGRAPHIC RESTRICTIONS.

We provide the Services for use only by persons located in the United States. We make no claims that the Services, or any related content is accessible or appropriate outside of the United States. Access to the Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

12. DISCLAIMER OF WARRANTIES.

You acknowledge and agree that your use of the Services is at your own risk. The Services, its content and any other services, items, or information obtained through the Website, App or Community are provided on an "AS IS" basis, without warranty of any kind. Without limiting the foregoing, we expressly 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 Services will meet your needs or requirements. We make no guarantee of uninterrupted, continuous or secure access to Website, App or Community. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any information or content provided on the Website, App or Community.

13. LIMITATION ON LIABILITY.

To the fullest extent provided by law, in no event will the Company, its affiliates, or their licensors, service providers, employees, agents, officers, or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use the Services, including any direct, indirect, special, incidental, consequential, or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct.

14. INDEMNIFICATION.

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or in any way connected with (i) your access or use of the Services or information provided in the Services or (ii) your violation of these Terms of Use.

15. GOVERNING LAW.

All matters relating to the Services and these Terms of Use shall be governed by and construed in accordance with the internal laws of the State of Vermont without giving effect to any choice or conflict of law provision or rule (whether of the State of Vermont or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Services shall be instituted exclusively in the federal courts of the United States or the courts of the State of Vermont. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

16. WAIVER AND SEVERABILITY.

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or

condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

17. ENTIRE AGREEMENT.

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Pictal Health, LLC regarding the Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Services.

18. CONTACTING US.

All other feedback, comments, requests for technical support, and other communications relating to the Services should be directed to: info@pictalhealth.com.