

Tyto Care Ltd. - Terms of Use

Last Revised: August 2021

Tyto Care Ltd. together with its subsidiaries including without limitation Tyto Care Inc. (“**Tyto**”, “**we**”, “**our**”, or the “**Company**”) welcomes you (the “**Yourself**”, or “**you**”) to use the Tyto Care telehealth services through the use of the Tyto Device, the Tyto mobile application (the “**App**”), and/or the Tyto platform accessible via a designated access browser/dashboard (the “**Tyto Platform**”), and to visit our web website www.tytocare.com (the “**Site**”) (use of the Tyto Platform, the App, the Site and any services provided through the Tyto Device, collectively, the “**Services**”) (all as defined in more detail hereunder). You may use the Services and the Tyto Device solely in accordance with the terms and conditions hereunder.

1. Acceptance of the Terms

By entering to, connecting to, accessing or using the Services and/or by setting up an Account, you acknowledge that you have read and understood the following terms of use, including the terms of our **Privacy Policy** https://static-cloud.tytocare.com/manuals/privacy_policy.pdf (collectively, the “**Terms**”) and you agree to be bound by them and to comply with all applicable laws and regulations regarding your use of the Services and you acknowledge that these Terms constitute a binding and enforceable legal contract between Tyto and you.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ENTER TO, CONNECT TO, ACCESS OR USE THE SERVICES OR ANY PART THEREOF IN ANY MANNER.

IF YOU HAVE ACCEPTED OTHER TERMS AND CONDITIONS AND PRIVACY NOTICES, PURPORTING TO EXCLUSIVELY GOVERN YOUR USE OF THE SERVICES THROUGH A DIFFERENT AGREEMENT BETWEEN YOU AND ANY TYTO AUTHORIZED RESELLER OR DISTRIBUTOR OF THE SERVICES, SUCH OTHER TERMS AND CONDITIONS AND PRIVACY NOTICES SHALL SUPERSEDE THE TERMS.

IMPORTANT! – IN CASE OF EMERGENCY PLEASE CALL YOUR LOCAL EMERGENCY SERVICES.

2. The Service

The Tyto Services provide a tele-health solution enabling communication of Medical Information between individuals requiring health services for themselves or for any other person on behalf of whom they access the Tyto Services (collectively, “**Patients**”) and health services providers accessing the Tyto Services in their capacity as such (“**Clinicians**”). The Service is available through the use of a digital examination tool (the “**Tyto Device**”) which allows the viewing, capturing, measuring, processing, transmitting and displaying Patient physiological data of relevant body parts or organs including but not limited to ears, throat, heart, lungs, skin and eyes, and including but not limited to physiological data such as clinical visual appearance, audio sounds (as applicable) and other measurements of such body organs, body temperature, heart rate and heart rate variability, blood pressure, pulse oximetry, oxygenation and respiratory rate (“**Patient Medical Information**”). The Service also allows for the communication of Patient Medical Information, inter-alia for the purpose of producing clinical diagnosis and the communication of such clinical analysis or diagnosis information back to the Patient(s) (“**Medical Diagnosis Information**”) (Patient Medical Information and Medical Diagnosis Information, collectively “**Medical Information**”). The Tyto Services enable communication of the Medical Information through the App or the Tyto Device either in real-time mode, as a virtual visit, by on-line live video connecting Patients with Clinicians in real time, in parallel to streaming of the Patient Medical Information (“**Tyto Visit**”) or in an off-line mode by conveying the Medical Patient Information and receiving Medical Diagnosis Information at a later stage.

TO USE THE SERVICE AND OPEN A USER ACCOUNT YOU MUST BE OVER THE AGE OF EIGHTEEN

(18) YEARS (SEE SECTION 16 BELOW). You may however use your Account (as defined below) for different Patients in addition to Yourself, which Patients may be under the age of eighteen (18) years of age (“**Minor Dependents**”), by adding and listing such Patients under Your Account. You may only add and list a Minor Dependent under your Account if you are the parent or legal guardian of such Minor Dependent. Additionally, Minor Dependents may be added under your Account if you are their parent or legal guardian, by your healthcare services provider subject to receiving your permission. For any Patient, whether or not a Minor Dependent whom you are adding and listing under your Account, you are hereby acknowledging and agreeing to these Terms on behalf of such Patient and You declare to Tyto that You have all legal authority to bind such Patient and have the necessary legal capacity, authorities, consents and approvals (as applicable) provided from or in connection with such Patient(s), and in accordance with Sections 4 and 16 hereof and Tyto Privacy Policy to act as such Patient care giver and receive, transmit and access such Patient’s Medical Information. You assume full responsibility for your actions and omission on behalf of Patients listed under your Account.

You, Patients and Clinicians are all referred to herein as users of the Tyto Services and the Tyto Device (the “**Users**”) and the Terms shall apply to each User accordingly. Users can sign up through the Site for our mailing list in order to receive updates about the Company's developments etc.

IMPORTANT- NO MEDICAL ADVICE BY TYTO:

TYTO IS NOT A HEALTH CARE PROVIDER. TYTO HAS NO RESPONSIBILITY WHATSOEVER TO THE MEDICAL INFORMATION OR CONTENT PROVIDED OR CONVEYED VIA THE SERVICE, NOR FOR THE CONTENT IN THE SITE.

THE TYTO DEVICE IS A MEDICAL DEVICE ENABLING A MERE CONDUIT BETWEEN PATIENTS AND CLINICIANS FOR COMMUNICATION OR MEDICAL INFORMATION GENERATED BY USERS. TYTO THEREFORE IS NOT, AND WILL NOT, BE RESPONSIBLE IN ANY WAY FOR ANY MEDICAL DIAGNOSIS INFORMATION, DETERMINATION OR RECOMMENDATION INCLUDING ANY TREATMENT RECOMMENDATIONS, CONVEYED USING THE TYTO SERVICES, INCLUDING, BY OR TO ANY USER (INCLUDING A CLINICIAN).

BY USING THE SERVICE, YOU AGREE THAT TYTO IS NOT RESPONSIBLE OR LIABLE TO YOU FOR ANY CLAIM, LOSS, OR DAMAGE ARISING FROM THE SERVICE OR ITS USE BY YOU OR ANY OTHER USER.

UNLESS EXPRESSLY PROVIDED OTHERWISE IN THE SERVICE, TYTO DOES NOT IN ANY WAY ENDORSE, RECOMMEND OR ASSUME ANY RESPONSIBILITY FOR ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN WHOLLY OR PARTIALLY IN RELIANCE ON THE SERVICE OR ANY INFORMATION CONVEYED VIA THE SERVICE, OR OBTAINED THEREFROM, NOR FOR ANY LOSS, INJURY, INCONVENIENCE, HARM AND/OR DAMAGE INCURRED AS A RESULT OF, OR IN CONNECTION WITH, THE SERVICE OR USE THEREOF.

TYTO IS NOT SPONSORED OR ENDORSED IN ANY MANNER BY ANY MEDICAL OR HEALTHCARE CLINICIAN, INSTITUTION OR ANY PHARMACEUTICAL CORPORATION, AND DOES NOT PROVIDE ANY PARTICULAR ENDORSEMENT FOR SUCH.

YOU ACKNOWLEDGE AND AGREE THAT THE USE OF THE SERVICE AND THE TYTO DEVICE IS ENTIRELY AT YOUR OWN RISK.

3. Registration and User Account

In order to use the Services and the Tyto Device, you must register and open a User account on the App (the “**Account**”). Alternately, if You are a Clinician or if you have granted your healthcare services provider your permission, your Account may also be created by your employer administrator or by your healthcare services provider (respectively). Registration must be done by providing us with your name, phone number, your e-mail address, date of birth, gender, and other demographics information. During the registration process, you will be asked to choose a password and username for your Account. You are solely and fully responsible for maintaining the confidentiality of the login credentials (e-mail, username and password) of your Account and for all activities that occur under your Account. You agree not to disclose your login credentials to any third party. If you forget your password, you can request through the Services appropriate channel to have a new password issued and sent to your registered e-mail address. Your Account is at risk if you let someone else use it inappropriately and we reserve the right to terminate your Account if we determine that you or anyone using your Account violates these Terms.

To learn more about the type of information collected by us when you register to the Service, please visit our Privacy Policy at: https://static-cloud.tytocare.com/manuals/privacy_policy.pdf

You must provide accurate and complete information when creating an Account and you agree to not misrepresent any of the personal information provided for the Account registration or Account information, and to keep your Account information accurate and up to date.

You may not assign or transfer your rights or delegate your duties under the Account and/or these Terms without the prior written consent of Tyto.

You must notify us immediately of any unauthorized use of your Account of login credentials or any other breach of security. We cannot and will not be liable for any loss or damage arising from any failure of yours to comply with the Terms or from any unauthorized use of your Account or any other breach of security. You may be liable for the losses of Tyto and/or others due to any such use.

If you wish to modify your Account information, or if you wish to terminate your Account, you may do so by contacting your health care services provider’s administrator or Tyto Care Support at support@tytocare.com. Your Account will be terminated within a reasonable time following your request in accordance with the Privacy Policy, and from that date you will no longer be able to access your Account, and without derogating from any right or claim available to Tyto, any and all permissions, rights and licenses granted to you under these Terms shall be instantly terminated and revoked.

NOTE THAT TERMINATING YOUR ACCOUNT MAY CAUSE THE LOSS AND/OR UNAVAILABILITY OF CONTENT, FEATURES, OR CAPACITY WITH REGARD TO YOUR ACCOUNT. TYTO SHALL NOT BE LIABLE IN ANY WAY FOR SUCH UNAVAILABILITY AND/OR LOSS.

4. User Representations and Undertakings

Your use of the Service (or any part thereof) is dependent on the fact that you hereby represent and warrant that:

- You possess the legal authority to enter into these Terms and to form a binding agreement under any applicable law, to use the Service in accordance with these Terms, and to fully perform your obligations hereunder all on behalf of Yourself and/or any Patients you added and listed under your Account or on behalf of whom you use the Services;
- You possess the knowledge and judgment necessary to decide whether to use the Service or otherwise rely on any information available therein;
- You will obtain appropriate health-care advice (including medical advice) to protect your interests and health before relying on any Medical Diagnosis Information provided through your use of the Services or the Tyto Device. You acknowledge that there is no professional relationship (including any doctor-patient or advisor-

advisee relationship) between you and Tyto, and that you may not solely or fundamentally rely on any information, content or any features you find on or through the Service;

- If you connect to, access or use the Service on behalf of any third party, family member or dependent, you represent and warrant that you are duly authorized under any applicable law to represent such third party, family member or dependent in connection with these Terms and to commit it to be bound by these Terms, and hereby make all representations and warranties herein on both your and its behalf;
- You possess any and all consents required under any applicable laws, for the uploading, processing, transmitting and displaying and accessing or otherwise becoming privy to, any personal and Medical Information of others in the scope of your use of and access to the Services as permitted hereunder, and you shall adhere to any applicable laws regarding such information;
- The execution of the Terms does not and will not violate any other agreement to which you are bound or any law, rule, regulation, order or judgment to which you are subject;
- You acknowledge that you are solely responsible for complying with applicable laws regarding your use of the Service;
- You will not infringe or violate any of the Terms; and
- Tyto may allow Users to upload and communicate through the Services, certain Medical Information such Users obtained from third parties' systems, products and services (“**External Medical Information**”). You understand that the accuracy and completeness of Medical Information may be critical for any decision or diagnosis made using such Information. You are solely responsible for the External Medical Information you upload or otherwise communicate and you are aware that Tyto is not checking or monitoring such External Medical Information, including not for its accuracy and/or completeness and that such accuracy and/or completeness is not guaranteed, and may vary according to its source and measurement technics.

5. Use Restrictions

There are certain conducts which are strictly prohibited in our Services. Please read the following restrictions carefully. Your failure to comply with the provisions set forth herein may result (at Tyto's sole discretion) in the termination of your access to the Services and may also expose you to civil and/or criminal liability.

You may not, whether by yourself or anyone on your behalf: (i) copy, modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Services or any of the Tyto information and resources about the Services, Tyto's systems and technology and any other content related thereto (including contact information, videos, text, logos, button icons, images, data compilations, links, other specialized content, documentation, data, related graphics, intellectual property and other features (collectively, the “**Content**”), in any way or publicly display, perform, or distribute them; (ii) make any use of the Services and/or Content on any other website or networked computer environment other than in the Site, for any purpose, or replicate or copy the Content without Tyto's prior written consent; (iii) create a browser or border environment around Tyto's Services, Content and any part thereof (no frames or inline linking); (iv) interfere with or violate any other User's right to privacy or other rights, or harvest or collect personally identifiable information about visitors or users of the Service without their express and informed consent, including using any robot, spider, site search or retrieval application, or other manual or automatic device or process to retrieve, index, or data-mine; (v) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others; (vi) transmit or otherwise make available in connection with our Services any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (vii) interfere with or disrupt the operation of our Services, or the servers or networks that host our Services, or disobey any requirements, procedures, policies, or regulations of such servers or networks; (viii) sell, license, or exploit for any commercial purposes any use of or access to the Content of our Services; (ix) frame or mirror any part of this Site without Tyto's prior express written authorization; (x) create a database by systematically downloading and storing all or any of the Content from our Services; (xi) forward any data

generated from our Services without the prior written consent of Tyto; or (xii) to transfer and/or assign the User's Account's password, even temporary, for third party; (xiii) use our Services for any illegal, immoral or unauthorized purpose; (xiv) use the Services including without limitation the Tyto Device's camera to upload any information not reasonably required for the viewing, capturing, measuring, processing, displaying, diagnosis and analysis of the Medical Data, without limitation; (xv) capture, upload, display, convey and/or otherwise communicate to Tyto or to any Users, any information, imagery and other content which is proprietary information of any third party who is not (i) a Patient listed under your Account, or (ii) a Patient to whom you provide healthcare services in your capacity as a Clinician, or is, inter alia, harassing, offensive, indecent, pornographic, illegal, abusive or vulgar; or (xvi) use our Services, the and/or the Content for non-personal or commercial purposes without Tyto's express prior written consent or pursuant to an express written agreement.

6. No Liability for Clinicians

You hereby acknowledge and agree that your interaction with and choice of the Clinicians is solely at your own risk, and that Tyto does not provide recommendations on any of the Clinicians nor endorses any of them. Tyto shall not be liable or responsible in any way whatsoever for any damage, loss, liability, cost, expense or claim in connection with any advice or information provided by such Clinician, including without limitation as to the reliability, quality, accuracy or usability of such advice or information, nor in connection with the identity, qualification, credentials or action and omissions of the Clinician.

7. Clinicians Undertakings and Representations

If you are a Clinician, you hereby undertake and represent to Tyto that: (i) you are a licensed health care practitioner and that your license has not been revoked or withdrawn; (ii) you will use your best efforts and employ reasonably accepted professional standards in your field of practice, in your use of the Services including when conducting Tyto Visits, when evaluating Medical Information, and to provide your diagnosis or any other Medical Information to any Patient; (iii) you have the requisite authority, consents and approvals required to provide the health care service to the Patient including uploading the diagnosis to the Tyto Platform and for sharing a Patient's Medical Information with a third party clinician for the sole purpose of clinical/medical consultation including as required to invite another clinician to participate in patient exams through the Services; (iv) you have the full power and authority to accept these Terms; (v) you shall keep confidential any and all information you learn from the Tyto Services and Tyto Device and shall not use such information for any purpose, including for commercial or personal purposes, other than as required to perform your health care services and provide diagnostics to the Patients, nor will you copy, make screen captures or store any Content including any Medical Information from the Services ; (vi) you will not receive any payment, benefit or kickback in violation of any and all laws, rules, regulations and ethical rules and standards applicable to you (“**Laws**”); (vii) you acknowledge that any Patient you interact with, or receive access to its Medical Information, through the Tyto Services, is deemed your patient in accordance with all Laws and that you will adhere to such Laws in your provision of health care services; and (viii) you will protect and maintain the confidentiality of any Medical Information you receive or have access to in the scope of the Services, and use it or disclose it (only to third parties bound by appropriate non disclosure obligations) to the extent required for the provision of health care services to the relevant patient.

8. Privacy Policy

Tyto respects your privacy and is committed to protect the information you share with it. We believe that you have a right to know our practices regarding the information Tyto collects when you connect to, access or use our Services. Our policy and practices and the type of information collected are described in our **Privacy Policy**. If you intend to connect to, access or use our Services you must first read and agree to the Privacy Policy.

9. Intellectual Property Rights

The Company is granting you with a limited, personal, not exclusive, non-assignable, not-tradeable license, which cannot be used in order to issue sub-licenses and that can be cancelled completely, to use: (a) the App on your smart device or on a smart device which is in your control; (b) the Tyto Device which is in your control; (c) the Site and Tyto Platform, subject to the terms and conditions in this agreement. These Terms do not entitle you with any right in the App, Tyto Device, Tyto Platform and/or the Site, rather than a limited right to use it in accordance herewith.

Tyto's marks and logo (whether or not registered) and all other proprietary identifiers used by Tyto in connection with the Service (the "**Tyto Trademarks**") are all trademarks and/or trade names of the Company, whether they are registered or not. All other trademarks, trade names, identifying marks and logos might appear in the service belongs to their right owners ("**Third Party Trademarks**"). No right, license, or interest to Tyto Trademarks is granted hereunder, and you agree that no such right, license, or interest shall be asserted by you with respect to Tyto Trademarks and therefore you will avoid using any of those marks unless such use was specifically authorized in the Terms.

Our Services, the Content and any and all intellectual property rights pertaining thereto, including, but not limited to, inventions, patents and patent applications, trademarks, trade names, logos, copyrightable materials, graphics, text, images, designs (including the "look and feel" of our Services), specifications, methods, procedures, information, know-how, algorithms, data, technical data, interactive features, source and object code, files, interface and trade secrets, whether or not registered or capable of being registered (collectively, "**Intellectual Property**"), are owned and/or licensed to Tyto and subject to copyright and other applicable intellectual property rights under Israeli laws, foreign laws and international conventions. You may not copy, distribute, display, execute publicly, make available to the public, reduce to human readable form, decompile, disassemble, adapt, sublicense, make any commercial use, sell, rent, lend, process, compile, reverse engineer, combine with other software, translate, modify or create derivative works of any material that is subject to Tyto's proprietary rights, including Tyto's Intellectual Property, either by yourself or by anyone on your behalf, in any way or by any means, unless expressly permitted in the Terms.

You are hereby prohibited from removing or deleting any and all copyright notices, restrictions and signs indicating proprietary rights of Tyto or its licensors, including [®], copyright mark [©] or trademark [™] contained in or accompanying the Content included on the Site, and you represent and warrant that you will abide by all applicable laws in this respect.

The App, the Device and the Tyto Platform include software components which may be distributed to you, and which are not proprietary of Tyto or which are provided under an open source code software license, public license or third party license (hereinafter: "3rd Party Software"), and the use of 3rd Party Software by You is governed according to the terms and conditions of any license agreement specific to such 3rd Party Software as detailed and specified in Tyto's 3rd Party Software Notice located at https://static-cloud.tytocare.com/terms-and-policy/attribution/tytocare_attribution_landing_page.htm. IN ACCEPTING THIS AGREEMENT YOU CONFIRMS THAT YOU HAVE READ AND AGREED TO THE TERMS OF THE MENTIONED 3RD PARTY SOFTWARE AND ACKNOWLEDGES THAT IT IS BEING INSTALLED WITH YOUR CONSENT. SUCH 3RD PARTY SOFTWARE IS UTILISED ON AN "AS IS" BASIS WITHOUT ANY WARRANTY SPECIFIC TO ANY 3RD PARTY SOFTWARE.

10. Availability

Our Services availability and functionality depends on various factors, such as communication networks. Tyto does not warrant or guarantee that our Services will operate and/or be available at all times without disruption or interruption, or that it will be error-free.

11. Changes to our Services

Tyto reserves the right to modify, correct, amend, enhance, improve, make any other changes to, or discontinue, temporarily or permanently our Services (or any part thereof, including but not limited to the Content) without notice,

at any time and at its sole discretion. In addition, you hereby acknowledge that the Content provided under our Services may be changed, extended in terms of content and form or removed at any time without any notice to you. You agree that Tyto shall not be liable to you or to any third party for any modification, suspension, or discontinuance of our Services or the Content included in our Services.

12. Disclaimer and Warranties

TYTO DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, THE INABILITY TO USE OR OPERATE, OR THE RESULTS OF THE USE OF THE CONTENT AVAILABLE ON OUR SERVICES AND/OR THE TYTO DEVICE. **YOU AGREE AND ACKNOWLEDGE THAT THE USE OF OUR SERVICES IS ENTIRELY AT YOUR OWN RISK.**

YOU ASSUME FULL RESPONSIBILITY FOR ANY USE OF THE SERVICES NOT IN ACCORDANCE WITH TYTO INSTRUCTIONS AND RECOMMENDATIONS.

TYTO SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER IT WAS CAUSED CONSEQUENTLY OR IN CONNECTION WITH THE USE OF THE SERVICES, OR ANY OTHER INFORMATION EMERGING FROM USING THE SERVICE, WHETHER OR NOT THE COMPANY HAD INFORMED THE USER OF SUCH POSSIBLE DAMAGE.

OUR SERVICES, INCLUDING ANY TECHNICAL SUPPORT SERVICES, ARE PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FUNCTION. TYTO DISCLAIMS AND MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY, QUALITY, AVAILABILITY, RELIABILITY, SUITABILITY, COMPLETENESS, TRUTHFULNESS, USEFULNESS, OR EFFECTIVENESS OF ANY CONTENT AVAILABLE ON OUR SERVICES INCLUDING ANY MEDICAL INFORMATION. THE USE OF OUR SERVICES IS ENTIRELY AT YOUR OWN RISK AND TYTO SHALL HAVE NO LIABILITY RELATING TO SUCH USE. TYTO DISCLAIMS RESPONSIBILITY FOR ANY AND ALL MEDICAL INFORMATION UPLOADED OR COMMUNICATED THROUGH THE SERVICES BY USERS INCLUDING FOR ANY EXTERNAL MEDICAL INFORMATION.

TYTO DOES NOT WARRANT THAT THE OPERATION OF OUR SERVICES IS OR WILL BE SECURE, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS, OR OTHER PROGRAM LIMITATIONS.

13. Limitation of Liability

IN NO EVENT SHALL TYTO, INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS AND ITS AGENTS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTIONS RESULTING FROM OR ARISING OUT OF OUR SERVICES, OR THE USE OR INABILITY TO USE OUR SERVICES, THE CONTENT, LOSS OF GOODWILL OR PROFITS, THE PERFORMANCE OR FAILURE OF TYTO TO PERFORM UNDER THESE TERMS, ANY OTHER ACT OR OMISSION OF TYTO BY ANY OTHER CAUSE WHATSOEVER; OR BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER TYTO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NO ACTION MAY BE BROUGHT BY YOU FOR ANY BREACH OF THESE TERMS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION. AS SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEN SUCH

LIMITATIONS ONLY MAY NOT APPLY TO A USER RESIDING IN SUCH STATES.

SUCH LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN AN ACTION OF CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE. YOU HEREBY ACKNOWLEDGE AND AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR TYTO'S SERVICES TO YOU, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND EVEN IF TYTO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES AND/OR DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT SHALL TYTO'S CUMULATIVE LIABILITY TO YOU EXCEED AMOUNTS PAID TO TYTO FOR YOUR USE OF THE SERVICE. IF YOU HAVE NOT MADE ANY PAYMENTS TO TYTO FOR THE USE OF THE SERVICE OR IF NO PAYMENTS WERE MADE ON YOUR BEHALF, THEN TYTO SHALL NOT HAVE ANY LIABILITY TOWARDS YOU.

14. Indemnification

You agree to defend, indemnify and hold harmless Tyto from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising directly or indirectly from: (i) your use of our Services; (ii) your violation of any term of these Terms; (iii) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party which relates to your use of our Services (including your violation of any third party rights); (iv) any claim for financial remedies or other compensations due to a decision that was taken or not taken or any action that was made or not made based on the Content, output or any other data resulting from the use of the Services; and (v) your violation of any applicable law or regulation.

15. Amendments to the Terms

Tyto may change the Terms from time to time, at its sole discretion and without any notice. We will notify regarding substantial changes of these Terms on the homepage of the Site and/or the App and/or we will send you an e-mail regarding such changes to the e-mail address that you provided during registration. Such substantial changes will take effect seven (7) days after such notice was provided on our website or sent via email. Otherwise, all other changes to these Terms are effective as of the stated "Last Revised" date and your continued use of our Services the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes.

16. Termination of the Services

At any time, Tyto may block your access to our Services and/or temporarily or permanently limit your access to our Services, at its sole discretion, in addition to any other remedies that may be available to Tyto under any applicable law. Such actions by Tyto may be taken if Tyto deems that you have breached any of these Terms in any manner.

Additionally, Tyto may at any times, at its sole discretion, cease the operation of our Services or any part thereof, temporarily or permanently, without giving any prior notice. You agree and acknowledge that Tyto does not assume any responsibility with respect to, or in connection with the termination of our Services operation and loss of any data.

The provisions of Section 4 (User Representations and Undertakings), Section 5 (Use Restrictions), Section 6 (Listed Clinicians) Section 7 (Privacy Policy, including the Privacy Policy referred to therein), Section 8 (Intellectual Property Rights), Section 9 (Availability), , Section 11 (Disclaimer and Warranties), Section 12 (Limitation of Liability), Section 13 (Indemnification), Section 15 (Termination of the Service) Section 16 (Minors), and Section 18 (General), shall survive the termination or expiration of these Terms.

17. Minors

To open an Account on our Services, you must be over the age of eighteen (18). We reserve the right to request proof of age at any stage so that we can verify that minors under the age of eighteen (18) are not using our Services.

If the Patient is under the age of eighteen (18), a parent or guardian may use the Service, and add and list the Patient under his or her Account, and provide Medical Information on behalf of his or her child. The parent or guardian assumes full responsibility for ensuring that the information that he or she provides to Tyto about his or her child is kept secure and that the information submitted is accurate.

For Clinicians: If the Patient is under the age of eighteen (18), you hereby declare that you have all of the required consents, approvals, and rights to provide health services to such Patient including the receipt, access, processing, transmitting, displaying and providing Medical Information on the minor's behalf, as applicable, all in accordance with our Privacy Policy.

If You have added and listed a Patient under the age of 18 you hereby declare to Tyto that You are the parent or legal guardian of such Patient or that you are a Clinician having received all required consents, including from the Patient's parents or legal guardians to open and use the Tyto Services on behalf of the Patient and are entitled under applicable law to do so.

In the event that it comes to our knowledge that a person under the age of eighteen (18) is using our Services, not in accordance with the abovementioned terms, we will prohibit and block such User from accessing our Services and will make all efforts to promptly delete any Personal Information (as such term is defined in our Privacy Policy with regard to such User).

Without derogating from anything hereunder, please note that our Site is not intended or designed to attract children under the age of 13.

18. Platform Providers

Since you can download the App from a third-party mobile application marketplace (e.g. App Store), a service provider or distributor ("**App Providers**") your use of the App may also be subject to the rules of use of the App Providers in connection with your use of the App ("**Rules of Use**"). Note that the Rules of Use may apply to you and it is your responsibility to determine whereas the Rules of Use govern your use of the App. You agree to meet all the Rules of Use of the App Providers apply to you.

19. General

- Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.
- These Terms do not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between Tyto and you.
- Depending on your primary place of residency these Terms, their interpretation, and any claims and disputes related hereto, shall be governed by the following governing laws specified below, and any and all such claims and disputes shall be brought in, and you hereby consent to them being litigated in and decided exclusively by a court of competent jurisdiction located in the following locations:
 - a) If your primary residence is in the USA, the governing law and the exclusive jurisdiction shall be the laws of the state of New York and the city of New York (respectively);
 - b) Subject to c) below, if your primary residence is in Europe, the governing law and the exclusive jurisdiction shall be the laws of England and Wales and the city of London (respectively);
 - c) If your primary residence is in Switzerland the governing law shall be the laws of the Confederation of Switzerland and the exclusive jurisdiction shall be the city of Geneva.
 - d) If your primary residence is in Israel or in any other territory not mentioned in a) or b) above, the governing law and the exclusive jurisdiction shall be the laws of the State of Israel and the city of Tel Aviv.

- Tyto may assign its rights and obligations hereunder and/or transfer ownership rights and title in the Service to a third party without your consent or prior notice to you. Your rights and obligations under the Terms are not assignable. Any attempted or actual assignment thereof without Tyto’s prior explicit and written consent will be null and void.
- If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.
- No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default.
- These Terms constitute the entire terms and conditions between you and Tyto relating to the subject matter herein and supersede any and all prior or contemporaneous agreements, understandings, promises, conditions, negotiations, covenants or representations, whether written or oral, between Tyto and you, including, without limitation, those made by or between any of our respective representatives, with respect to the Service. You agree that you will make no claim at any time or place that these Terms have been orally altered or modified or otherwise changed by oral communication of any kind or character. You further agree that you are not relying upon any promise, inducement, representation, statement, disclosure or duty of disclosure of Tyto in entering into these Terms.

20. For information, questions or notification of errors, please contact:

If you have any questions (or comments) concerning the Terms, you are most welcome to send Tyto an email to: support@tytocare.com, or use the App by pressing the “Contact Us” button, and Tyto will make an effort to reply within a reasonable timeframe. By contacting the Company you warrant and agree that you are free to do so, and that you do not provide Tyto with information which violate any third party intellectual rights. Without degrading from the aforesaid, all rights, including intellectual property, arising from the communication will be owned by the Company and will be considered as Tyto’ confidential material.

You should not share any Medical Information when communicating with Tyto’s support and customer service team. Medical Information should be shared with Clinicians, and the designated support and customer service teams are not healthcare professionals and cannot offer medical advice.