

APTITUD.IO, LLC
USER AGREEMENT AND TERMS OF SERVICE

YOU MUST AGREE TO ALL THE TERMS AND CONDITIONS OF THIS USER AGREEMENT. IF YOU DO NOT AGREE TO THIS USER AGREEMENT, APTITUD.IO, LLC IS UNWILLING TO LET YOU UTILIZE OUR SERVICES.

1. ACCEPTANCE OF TERMS

Welcome to APTITUD.IO, LLC (“APTITUD.IO”). APTITUD.IO provides its service to you through its application WITHmyDoc (“APPLICATION”), subject to the following Terms of Service ("TOS") that may be updated by us from time to time without notice to you. You can review the most current version of the TOS at any time at <http://www.aptitud.io>. In addition, when using particular APTITUD.IO owned or operated services, you shall be subject to any posted guidelines or rules applicable to such services that may be posted from time to time. All such additional guidelines or rules are hereby incorporated by reference into the TOS.

2. DESCRIPTION OF SERVICES

APTITUD.IO shall provide you with the ability to transmit information collected by your wearable technology devices. (Collectively, these activities are called the “Service”). APTITUD.IO is not intended as a substitute for, nor does it replace professional medical advice or treatment. APTITUD.IO is not a diagnostic tool and should be not relied on as such. DO NOT USE APTITUD.IO FOR EMERGENCY MEDICAL NEEDS. CALL 911 IMMEDIATELY IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY.

The Service is not (i) medical care; (ii) insurance; or (iii) an emergency medical service. Further, your use of the Service does not create a physician-patient relationship or similar relationship.

APTITUD.IO is not HIPAA compliant.

3. YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Service, you represent that you are at least 18 years of age and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or APTITUD.IO has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, then APTITUD.IO has the right to suspend or terminate your account and refuse to provide you any and all current or future use of the Service (or any portion thereof).

4. APTITUD.IO PRIVACY POLICY AND ANTI-SPAM POLICY

Registration Data and certain other information about you are subject to our Privacy Policy. For more information, see our full privacy policy at <http://apitd.io>. At APTITUD.IO, we are very serious about providing great service and protecting our users. APTITUD.IO shall make reasonable attempts to respond to complaints regarding receipt of APTITUD.IO related Spam and/or any other harassing email.

5. USER ACCOUNT, PASSWORD AND SECURITY

You will receive a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account, and you are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify APTITUD.IO of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. APTITUD.IO cannot and will not be liable for any loss or damage arising from your failure to comply with this paragraph 5.

6. CONDUCT

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), transmitted in connection with the Service, are the sole responsibility of the person from which such Content originated. This means that you, and not APTITUD.IO, are entirely responsible for all Content that you email, transmit or otherwise make available via the Service.

You agree to not use the Service to:

- a. email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b. harm minors in any way;
- c. impersonate any person or entity, including, but not limited to, an APTITUD.IO official, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- d. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- e. email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- f. email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- g. email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- h. email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- i. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- j. intentionally or unintentionally violate any applicable local, state, national or international law;
- k. "stalk" or otherwise harass another; or
- l. collect or store personal data about other users.

You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.

You acknowledge, consent and agree that APTITUD.IO may access, preserve, and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOS; (c) respond to claims that any Content violates the rights of third-parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety of APTITUD.IO, its users and the public.

You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You understand that the Service and software embodied within the Service may include security components that permit digital materials to be protected, and use of these materials is subject to usage rules set by APTITUD.IO and/or content providers who provide content to the Service. You may not attempt to override or circumvent any of the usage rules embedded into the Service. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Service, in whole or in part, is strictly prohibited.

7. SPECIAL ADMONITIONS FOR INTERNATIONAL USE

Recognizing the global nature of the Internet, you agree to comply with federal, state and all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

8. INDEMNITY

You personally agree to indemnify and hold APTITUD.IO, and its subsidiaries, affiliates, officers, agents, vendors, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, through administrative pre-trial, trial, appellate, enforcement and alternative dispute resolution levels, made by any third party due to or arising out of Content you submit, post, transmit or make available through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another person or entity. Such costs and fees shall include amounts necessary to determine entitlement and quantify such costs and fees.

9. NO RESALE OF SERVICE OR PRODUCTS

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service; or replicate the Service in any medium whatsoever or utilize any other mechanism for replicating the Service.

10. GENERAL PRACTICES REGARDING USE AND STORAGE

You acknowledge that APTITUD.IO may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that messages will be retained by the Service, the maximum number of messages that may be sent from or received by an account on the Service, the maximum size of any message that may be sent from or received by an account on the Service, the maximum disk space that will be allotted on APTITUD.IO's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time. You agree that APTITUD.IO has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service. You acknowledge that APTITUD.IO reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that APTITUD.IO reserves the right to modify these general practices and limits from time to time.

APTITUD.IO shall own all data and information you submit to APTITUD.IO using the Service and may use such data and information for any purpose it desires.

11. MODIFICATIONS TO SERVICE

APTITUD.IO reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that APTITUD.IO shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

12. TERMINATION

You agree that APTITUD.IO may, *under certain circumstances and without prior notice*, immediately terminate your APTITUD.IO account and access to the Service. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the TOS or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Service (or any part thereof), (e) unexpected technical or security issues or problems, (f) violation of any laws and (g) extended periods of inactivity. Termination of your APTITUD.IO account includes (a) removal of access to all offerings within the Service, (b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof) and (c) barring further use of the Service. Further, you agree that all terminations for cause shall be made in APTITUD.IO's sole discretion and that APTITUD.IO shall not be liable to you or any third-party for any termination of your account, any associated email address, or access to the Service. If your account has been terminated by APTITUD.IO, you cannot re-join in the future unless you are formally invited by APTITUD.IO.

13. DEALINGS WITH ADVERTISERS

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that APTITUD.IO shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

14. DEALINGS WITH THIRD PARTIES

You acknowledge that any medical professional that receives information from the Service is not an employee, agent, officer, director or otherwise a representative of APTITUD.IO. APTITUD.IO does not review or supervise any of the medical professionals. Your correspondence or business dealings with any medical professional in relation to the Service is solely at your own risk. You agree that APTITUD.IO shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such medical professionals in relation to the Service.

15. DEALINGS WITH VENDORS

Your correspondence or business dealings with, or participation in promotions of, vendors found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such vendor. You agree that APTITUD.IO shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such vendors on the Service.

16. LINKS

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because APTITUD.IO has no control over such sites and resources, you acknowledge and agree that APTITUD.IO is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that APTITUD.IO shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

17. APTITUD.IO'S PROPRIETARY RIGHTS

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by APTITUD.IO or advertisers, you agree not to

modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

APTITUD.IO grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software on a single device; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by APTITUD.IO for use in accessing the Service.

You, your employees, officers, directors, contractors, independent contractors, affiliates, and other third-parties, whether or not with your permission acknowledge that you shall neither, in whole or in part, adapt, translate, modify, decompile, reverse engineer, or disassemble the Service, merge the Service into other program material, nor shall Licensee otherwise create or attempt to obtain the source code of the Software.

18. **DISCLAIMER OF WARRANTIES**
YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. APTITUD.IO EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. APTITUD.IO MAKES NO WARRANTY REGARDING ANY MEDICAL ADVICE, GOODS, SERVICES, OR INFORMATION PURCHASED OR OBTAINED THROUGH THE SERVICE AND/OR PROGRAMS OR ANY OTHER TRANSACTIONS ENTERED INTO THROUGH THE SERVICE AND/OR PROGRAMS.
- b. APTITUD.IO MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM APTITUD.IO OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.
- e. A SMALL PERCENTAGE OF USERS MAY EXPERIENCE EPILEPTIC SEIZURES WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS ON A COMPUTER SCREEN OR WHILE USING THE SERVICE. CERTAIN CONDITIONS MAY INDUCE PREVIOUSLY UNDETECTED EPILEPTIC SYMPTOMS EVEN IN USERS WHO HAVE NO HISTORY OF PRIOR SEIZURES OR EPILEPSY. IF YOU, OR ANYONE IN YOUR FAMILY, HAVE AN EPILEPTIC CONDITION, CONSULT YOUR PHYSICIAN PRIOR TO USING THE SERVICE. IMMEDIATELY DISCONTINUE USE OF THE SERVICE AND CONSULT YOUR PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING

THE SERVICE -- DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

19. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT APTITUD.IO SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF APTITUD.IO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), PERSONAL INJURY OR MEDICAL MALPRACTICE RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

20. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF THE ABOVE SECTIONS MAY NOT APPLY TO YOU.

21. NO THIRD PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in this TOS, there shall be no third party beneficiaries to this Agreement.

22. NOTICE

APTITUD.IO may provide you with notices, including those regarding changes to the TOS, by either email, regular mail, or postings on the Service.

23. TRADEMARK INFORMATION

Trademarks and service marks and other APTITUD.IO logos and product and service names are trademarks of APTITUD.IO, (the "APTITUD.IO Marks"). Without APTITUD.IO's prior written permission, you agree not to display or use in any manner the APTITUD.IO Marks.

24. GENERAL INFORMATION

Entire Agreement. Except as otherwise noted herein, the TOS constitute the entire agreement between you and APTITUD.IO and govern your use of the Service, superceding any prior agreements between you and APTITUD.IO. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other APTITUD.IO services, affiliate services, third-party content or third-party software.

Choice of Law and Forum. The TOS and the relationship between you and APTITUD.IO shall be governed by the laws of the State of Florida without regard to its conflict of law provisions. You and APTITUD.IO agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Broward County, Florida.

Waiver and Severability of Terms. The failure of APTITUD.IO to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

No Right of Survivorship and Non-Transferability. You agree that your APTITUD.IO account is non-transferable and any rights to your APTITUD.IO I.D. or contents within your account terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted.

Statute of Limitations. You agree that this agreement is governed by the laws of Florida. You agree regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section titles in the TOS are for convenience only and have no legal or contractual effect.

25. VIOLATIONS

Please report any violations of our TOS to our Customer Care group. Violations of other TOS to the respective providers involved.

26. YOU AND APTITUD.IO

By completing the registration process and by clicking on the “Submit” button you are applying to receive the Service. Your relationship to APTITUD.IO is one of a customer. No employee-employer relationship is created by your use of Service. You are not obligated to refer anyone to APTITUD.IO Service. **APTITUD.IO IS NOT OBLIGATED TO PROVIDE ANY SERVICE AND/OR PROGRAMS OR ANY OTHER PROMOTIONS TO YOU.**