

## Terms of Use

Welcome to DoloTrack (“**DoloTrack**”, “**We**”, “**Us**”, “**Our**”). These Terms of Use, together with the Privacy Policy, and any other documents they expressly incorporate, set forth the terms and conditions upon which you or any users you authorize under your account may access and use the products and services offered or operated by DoloTrack (“**Products and Services**”), also including Products and Services provided by third party Products and Services vendors (“**Terms of Use**” or “**Agreement**”).

*Please read the Terms of Use carefully before you start or authorize any users under your account to use our Products and Services. By registering for use of these Products and Services, you represent you are at least 18 years of age and agree to be bound by these Terms of Use on behalf of yourself and any authorized users. If you do not agree to these Terms of Use, you must not access, use or authorize use of the Products and Services if you still choose to do so we are not be held responsible.*

*Please check these Terms of Use periodically for changes as every term in this agreement is subject to amendment. We reserve the right to change these Terms of Use at any time; Provided however, you have the right to reject such amendment or cancel the contract without cost, penalty or cancellation indemnity by sending the company a notice to that effect no later than 40 days following such amendment. Your continued use of the Products and Services following this 40 day period means that you agree to such changes.*

## Content

### I. General Provisions

1. Use of the Products and Services
2. Registration.
3. Term
4. Termination
5. Fees
6. Intellectual Property
7. Confidentiality
8. Non-Confidential Information
9. Content
10. Trademarks
11. Disclaimer and Limitation of Liability
12. Indemnity
13. Miscellaneous
14. Language

### II. Product and Service Specific Provisions

1. Diabetes educators
2. License Grant

### III. Privacy Policy

1. What Information Do We Collect?
2. How Do We Use Your Information?
3. With Whom Do We Share Your Information?
4. How We Keep Your Information Secure
5. Right To Access And Correct
6. Update
7. Other Important Notices
8. Contact Information

## I. General Provisions

### 1. Use of the Products and Services

DoloTrack provides Products and Services to assist people with headache or migraine to self-manage their condition and record all necessary data. The Products and Services require your active engagement and participation and you understand that, despite your efforts, individual user's results will vary for a variety of reasons. DoloTrack cannot guarantee that you will successfully manage your condition or be responsible for any health problems that may arise while or in connection with the use of our Products or Services. We encourage you to consult with your doctor before commencing the Products and Services and use as recommended by your doctor. DoloTrack may use third parties, in whole or in part, to provide Products and Services. Please note, not all Products are available in all jurisdictions. Please see the applicable Product and Services description to see which Products and Services are available in your country. The Products and Services may be updated or discontinued from time to time.

### 2. Registration

You are required to register for the Products and Services and provide certain information about yourself. All information we collect about you in connection with the Products and Services is subject to our Privacy Policy. By using the Products and Services, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

You will receive a user account for our personal use that requires a username/e-mail address and password. You are responsible for all activities that occur under your user account. You shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all data you provide; (ii) maintain the confidentiality of your password and user account information; (iii) use your best efforts to prevent unauthorized access to, or use of, the Products and Services, and notify DoloTrack promptly of any unauthorized use; and (iv) comply with all applicable local, state, and federal laws in using the Products and Services.

### 3. Term

The term of this Agreement will begin upon your successful registration and the activation of the Products and Services by DoloTrack and will continue until you cease using the Product or Service. For those Product or Services subject to a limited term, this Agreement will automatically renew for successive equivalent terms unless terminated by either party as permitted herein.

### 4. Termination

(I) DoloTrack reserves the right to refuse activation of a user for any reason and may suspend or terminate your access to the Products and Services if you (a) breach any term of this Agreement, or (b) engage in any conduct that DoloTrack determines in its discretion may have an adverse effect on DoloTrack or its reputation.

(II) You may terminate this Agreement for convenience upon written notice to DoloTrack or its vendor or through the applicable cancellation process. DoloTrack may terminate for convenience upon sixty (60) days written notice. Upon termination for convenience, DoloTrack will refund any unused, pre-paid fees for the portion of the remaining Term, if applicable, using the same means of payment as you used for the original transaction unless you expressly wish a different payback option. You shall be responsible for any transaction fees associated with such refund.

(III) Upon termination, you will no longer have access to the Products and Services. In addition to termination, DoloTrack reserves the right to pursue any and all remedies available to it.

## 5. Fees

Products and Services fees for the DoloTrack Pro package will be paid in advance due upon registration and renewal, as applicable or upon scheduling certain Services. Where the transaction takes place via an online store such as iTunes or Google Play, such store sends the client a receipt which lists the product, the price and DoloTrack as seller. In this instance, the purchase and payment process shall take place via the client's online store account. The online store's GCU, over which DoloTrack has no influence, apply. You acknowledge that access to the Products and Services may be suspended until payment is received in full. Unless otherwise stated, all Products and Services Fees are inclusive of any tax, levy, or similar governmental charge that might be assessed. You are solely responsible for all taxes based upon the provision, sale or use of the Products and Services, excluding any taxes based on DoloTrack's net income.

## 6. Intellectual Property

Except for the limited license and use rights expressly granted to you under this Agreement, all title to and the rights in the Products and Services, including ownership rights to patents (registrations, renewals, and pending applications), copyrights, trademarks, trade secrets, software know how, other technology, any derivatives of and all goodwill associated with the foregoing is the exclusive property of DoloTrack and/or the applicable third party.

## 7. Confidentiality

We will use and protect your personal information pursuant to the Privacy Policy available at III. Privacy Policy. You agree not to reveal or disclose any of DoloTrack's confidential information, which includes non-public information related to the Company software, documentation or information relating to pricing, discounts, this Agreement, errors in the Software and other competitive or proprietary data (i.e., business, technical or financial information) or information a reasonable person would conclude is confidential, without DoloTrack's written agreement.

## 8. Non-Confidential Information

Subject to any applicable terms and conditions set forth in our Privacy Policy, any other communication or material that you send to us through the Products and Services, such as any questions, comments, suggestions or the like, is and will be deemed to be non-confidential and we will have no obligation of any kind with respect to such information. We will be free to use any ideas, concepts, know-how or techniques contained in such communication for any purpose whatsoever, including but not limited to, developing, manufacturing and marketing products.

## 9. Content

The information presented on or through the Products and Services is only for informational and educational purposes. We make reasonable efforts to maintain current information but we cannot guarantee that the content is complete or up-to-date.

We may provide access to third party content, technology or services ("Third Party Content") as a convenience and eventually help to you. DoloTrack does not endorse, recommend, or otherwise make any representations, warranties or conditions with respect to such Third Party Content. DoloTrack does not have any control or responsibility for such Third Party Content and we encourage you to always review the applicable third party's Terms of Use and privacy policies.

We also allow users to post content through Facebook, Twitter and other forms of social media. Please be aware that any content you post will be publicly available and will not be considered confidential information. DoloTrack reserves the right to delete user content in its sole discretion.

## 10. Trademarks

Trademarks, Products and Services marks, graphics and logos used in connection with the Products and Services are the trademarks of their respective owners. You are granted no right or license of any kind with respect to any of the trademarks mentioned above and any use of such trademarks. You acknowledge and agree that all text, graphics, photographs, trademarks, logos, visual interfaces, artwork, computer code, software and all other related content contained on the Products and Services are owned by DoloTrack, its service providers or any other third parties and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws. Any reproduction, publication, further distribution or public exhibition of materials provided through the Products and Services, in whole or in part, is prohibited. Except as expressly provided in this Agreement, no part of the Products and Services and no content may be copied, reproduced, uploaded, posted, publicly displayed, encoded, translated, distributed or transmitted in any way (including "mirroring") to any other computer, server, service or other medium for publication or distribution or for any commercial enterprise, without the express prior written consent of DoloTrack or the applicable owner.

## 11. Disclaimer and Limitation of Liability

(This section is not applicable to users from Quebec, Canada.)

The Products and Services are provided on an "as is" basis and use of the Products and Services is at your sole risk. The company, its officers, directors, employees, agents, contractors, or third-party service providers specifically disclaim all warranties and conditions, whether expressed or implied, including but not limited to warranties of title, merchantability, fitness for a particular purpose, accuracy, integrity or completeness of the content, third party content or that the product or services will be error-free or uninterrupted. No oral advice or written information given by the company its officers, directors, employees, agents, contractors, or third-party service providers will ever create any warranty.

Except where prohibited by law or public policy, in no event will the company, its officers, directors, employees, agents, contractors, or third-party service providers be liable for any (1) any amount in excess of fees paid during the applicable term or (2) indirect, incidental, special or consequential damages that may result from your use of or inability to use the Products and Services, including but not limited to reliance by you on any information obtained from the Products and Services, regardless of the form of action.

If this statement does not comply with you local legislation we have to ask you not to use DoloTrack services.

## 12. Indemnity

You agree to defend, indemnify, and hold DoloTrack, its officers, directors, partners, employees, contractors, agents, licensors, suppliers and third party service vendors, harmless from and against any claims, actions or demands, liabilities including without limitation, reasonable legal fees, alleged to result from your use of the Products and Services and third party medical devices.

## 13. Miscellaneous

To the extent you are a user in Quebec, all matters relating to your access to or use of the Products and Services, including all disputes, will be governed by the laws of Quebec. All other users agree (1) that all matters relating to access to or use of the Products and Services,

including all disputes, will be governed by the laws of the United States and by the laws of the State of California without regard to its conflicts of laws provisions (2) to the personal jurisdiction by and venue in Vienna, Austria, and (3) waive any objection to such jurisdiction or venue and the

*right to trial by jury in any judicial proceeding involving any dispute, controversy, or claim arising out of or relating to these terms and conditions or the products and services.*

The failure of DoloTrack to insist on or enforce strict performance of these Terms of Use will not be construed as a waiver by DoloTrack of any provision or any right it has to enforce these Terms of Use, nor will any course of conduct between DoloTrack and you or any other party be deemed to modify any provision of these Terms of Use. The provisions of these Terms of Use are severable. The invalidity, in whole or in part, of any provision of these Terms of Use will not affect the validity or enforceability of any other of its provisions. If any of the provisions of these Terms of Use are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions will be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use will remain in full force and effect. The Products and Services are not available to all persons or in all geographic locations.

#### 14. Language

The parties acknowledge that they have agreed that this agreement and all related documents are written in the English language. // Les parties aux présentes reconnaissent avoir convenu que la présente entente et les documents connexes soient rédigés en langue Anglais.

### II. Product and Service Specific Provisions

#### 1. License Grant

During the term of this Agreement, DoloTrack grants you a non-exclusive, non-transferable, non-sublicensable, revocable and limited right to access and use the Products and Services and any documentation made available to you by DoloTrack solely for purposes of your personal use of the Products and Services in accordance with the terms and statements of this Agreement. These Products and Services are limited to users in the United States or Canada as applicable based on the Product and Services description. The Products and Services are enabled by technology, software and certain content delivered electronically. You agree that you will not reverse-engineer, decompile, disassemble, translate, or otherwise attempt to obtain access to the source code of, any aspect of the Products and Services. You will not copy, reproduce, alter, create derivative works from, or otherwise modify the Products and Services. You will not lease, loan, sublicense, distribute, or otherwise provide others access to or with any aspect of the Products and Services except to an authorized user. Other than as expressly set forth in this Agreement, no license or other rights in or to the Products and Services are granted to you, and all such licenses and rights are hereby expressly reserved.

### III. Privacy Policy

DoloTrack (“**DoloTrack**”, “**We**”, “**Us**”, “**Our**”) values your privacy and is committed to protecting your Personal Information. We understand it is important to you and we want you to know how we collect, use, share, and protect your information. This Privacy Policy tells you what information we collect from visitors of websites owned and users of mobile applications and services owned and controlled by DoloTrack (“**App**” and/or “**Services like homepage**”), how we use that information, how we may share that information, how we protect your information. Please read this Privacy Policy carefully to understand our policies and practices regarding your

information and how we will treat and safeguard your information. This Privacy Policy applies to our App, and applies to residents of the United States and Canada. This Privacy Policy does not extend to websites operated by third parties or other offline sources. DoloTrack is therefore not liable in any kind for their privacy policies, procedures and practices.

This Privacy Policy may be updated at any time. When the Privacy Policy is changed, modified, and/or amended, the revised Privacy Policy will be posted on our app and the effective date will be noted. You accept any such modifications to this Privacy Policy by continued use of our app after such modifications are made; provided however, you have the right to refuse and reject such amendment for 40 days prior to its effectuation and terminate the agreement.

By accessing or using our app you agree to this Privacy Policy. If you do not agree with the terms of this privacy, please do not use our App or any other Services.

#### 1. What Information Do We Collect?

We collect two categories of information from users: (1) Personal Information and (2) General Information.

**“Personal Information”** is information through which you can be personally identified. Personal Information that we collect may include your full name, age, gender, location, credit card and/or other payment information (if applicable), your email address, phone number, certain health information, including therapy aim, activities (duration / intensity), medication, other therapy information and any other information or data that you provide when using our App or Services. We collect Personal Information you voluntarily provide to us, including through registrations, order information, applications, surveys or other inquiries. We do not collect information that would identify you unless you choose to provide it to us. You can choose not to provide us with certain information, but please be aware that may impact the Services provided to you.

**“General Information”** is information we obtain automatically from your connection, interaction with this App and the use of Cookies and other technologies. General information does not identify you personally. General information we collect when you use our App may include but is not limited to the domain and host from which you access the Internet, the Internet protocol address of the computer or smartphone you are using (**“IP Address”**), the browser software you are using, the operating system you are using, the date and time that you access our App, the specific pages or features you use, and the number of visits you make to our App.

**“Cookies”** are small pieces of information which the App stores on your computer and can later retrieve to recognize your browser and track your use for marketing purposes. To learn more about cookies, visit <http://www.allaboutcookies.org>.

#### 2. How Do We Use Your Information?

We may use your Personal Information to provide products and services to you, including the App, respond to any of your inquiries, provide information on products. Unless you have otherwise opted out of receiving email communication from us, you agree by using the App or Services, to allow us to use your email for customer communication and provision of Services consistent with this Privacy Policy, when the law permits us to do so.

We may also use your Personal Information to update you on special offers related to our products or services, and to improve our products and services. Similarly, we may use your Personal Information to provide product announcements, information regarding health topics, or to deliver other information we believe you may consider informative or useful. Furthermore,

we may also use your Personal Information in any other way that we may describe to you when you provide the information to us or to which you consent. We may also contact you to gather customer service information to help us determine how we can improve our services and products to better meet your needs. Because we provide a service for the coordination or management to health, wellness and related services, we collect the sort of personal and medical information needed in order to provide such services. We may also de-identify and/or aggregate data about users of the App for various business, scientific or research purposes including product, service or program development and improvement.

We may combine or cross-reference your Personal Information with other information we acquire about you directly or also through third party sources, (such as E.g.: Apple, Google,.....) to help customize the information, products or services we provide to you. By accepting this Privacy Policy, you allow us to combine and cross-reference your information.

Only those employees who really need access to your Personal Information to fulfil their employment duties will have access to it.

We may use tools to collect information about use of this App, including but not limited to, Google Analytics or other similar services. Such tools collect information regarding how users use the App, what information they view when they do so, and what other sites and/or apps they used prior to coming to this App. We use the information we get from such tools only to improve our Products and Services, tailor content, deliver a better experience and manage our advertising. Google's use of information it acquires about you or your use of DoloTrack is governed by Google Analytics Terms of Use and the Google Privacy Policy.

We may also collect, aggregate and maintain anonymous information about the visitors to our App and share such aggregate information with advertisers, business partners, sponsors and any other third parties.

With respect to the collection and use of General Information, you have the ability to disable or manage the use of cookies on your computer using the controls in your browser. However, you are not able to opt out of the uses of General Information otherwise collected as set forth in this policy. Please note that certain features may not be available when cookies are disabled on your computer.

### 3. With Whom Do We Share Your Information?

Except as set forth in this Privacy Policy or as specifically agreed to by you, we will not sell or rent your Personal Information to third parties or disclose any Personal Information we gather from you on through our App to third parties.

From time to time, we may use third parties to provide products, services or otherwise support our business or collaborate with third parties with respect to development, promotion or other business activities related to a particular product or service which could be of interest to our customers. As a result, we may also disclose Personal Information to contractors, service providers and other third parties but such disclosure will be limited to enabling those third parties to provide their products or services. To the extent a third party's Privacy Policy separately governs their use of your data obtained via DoloTrack, you will be notified and given an opportunity to review these terms. We may also disclose Personal Information to our subsidiaries and affiliates if necessary.

In the event of a change of ownership, sale, merger, liquidation, reorganization or acquisition of DoloTrack, in whole or in part, your information may be transferred as part of the transaction, including during the due diligence process, as long as, the party acquiring such information

agrees to be bound by the terms of this Privacy Policy set forth by DoloTrack.

We may also release your Personal Information to third parties as required by law, when we believe disclosure is necessary to comply with a legal or regulatory requirement, judicial proceeding or court order served on us, to protect the safety, rights or property of our customers, the public or DoloTrack or defend DoloTrack and its officers, directors, employees, attorneys, agents, contractors and partners, in connection with any legal action, claim, or dispute.

#### 4. How We Keep Your Information Secure

Your Personal Information is stored on servers hosted in the United States or European Union depending upon your geographic location. We may add a server location in other regions depending upon business need. Customers may change where their data is stored upon signing up to use the App. Therefore, local tribunal and legislation will have jurisdiction with regards to the access point to your Personal Information.

We seek to safeguard the security of your Personal Information and have implemented reasonable security measures consistent with applicable laws, safe harbors, and accepted practices in the industry to protect the confidentiality of your Personal Information. We have put in place a variety of information security measures to protect your Personal Information during data transport and at rest. We limit the access to your Personal Information to employees who needs it for the execution of their duties. Despite our efforts, however, we cannot guarantee the absolute security of your Personal Information, nor can we guarantee that information that you provide might not be intercepted while being transmitted to us over the Internet. There is always some risk that an unauthorized third party may find a way around our security systems or that transmissions of your Personal Information over the Internet will be intercepted. Therefore, we urge you to also take every precaution to always protect your Personal Information when you are on the Internet or using the App. In order to protect your privacy, never share your sign-in name or password and always log out of the App or the homepage when you are finished using the service.

We will store and maintain your information in accordance with this Privacy Policy and as required to provide you Services through the App. We will also retain your information for as long as your account is active or as needed to provide you Services and as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

#### 5. Right To Access And Correct

On written request and subject to proof of identity, you may consult the Personal Information that we have collected, and ask that any necessary corrections be made, where applicable, as required by law.

However, to make sure that the Personal Information we maintain about you is accurate and up to date, please inform us immediately of any change in your Personal Information with the information at the bottom of this Privacy Policy.

#### 6. Update

Our Privacy Policy may be periodically amended without notice to reflect changes made to our practices. We therefore invite you to consult our App from time to time to stay informed of the latest developments. Continued use of our App and/or Services after the effective date will be construed as an acceptance of these amendments on your part. The date of the last update is the one that appears at the top of this Privacy Policy.

#### 7. Other Important Notices

Third Party Websites and Ad Services: Please be aware that our App may have links to third-party websites that may collect Personal Information about you. When you click on one of these third-party links, you are entering another website. We do not have control over any third party website and this Privacy Policy does not cover the information practices or policies of such third-party websites. We encourage you to read the privacy policies of all such websites since their privacy policies may be materially different than our Privacy Policy.

In addition, some advertisements on the App are served by third-party advertisers, ad networks, ad servers and/or via Google. These third parties may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about our users. This may include information about users' behavior on this App and other websites to serve them interested-based (behavioral) advertising. We do not control these third parties' tracking technologies or how they may be used.

E-Mail communications: Do not send e-mail communications containing personal health information to us. We cannot secure any Personal Information sent by e-mail because such information can be accessed by other internet users. If you send us a question by e-mail, our use and disclosure of that information will be limited to the minimum necessary to respond to your question. We can never give any medical advice since our services are only for documentataion purposes and in order to use the data to get statistical evaluations.

De-Identified Information: On occasion, we may make arrangements with certain customers or business partners to share certain de-identified aggregate pattern information in order to assist such customers or business partners to improve their service (such as evaluating patterns, utilization, usage and trends). We may also share such information with you or other users of our service. This type of information may be based in part on information related to you, but does not allow for the personal identification of any individual (in other words, it is "de-identified"). This information will not be used by the customer or business partner for marketing and/or any purpose other than as set forth above.

We remove your identity from your Personal Information (contact, health and/or financial) and may work with it as anonymous ("de-identified") information. De-identified individual information is information about a user presented in a form where information about one anonymous user would be indistinguishable from information relating to other anonymous users. De-identified individual information is not in a form that allows anyone studying the information to personally identify any user at any time.

Aggregate information is information that describes the habits, usage patterns and/or demographics of users as a group but does not reveal the identity of particular users. Your anonymous data is combined with the anonymous data of other users and becomes statistics. We may use aggregate information to understand the needs of our user community and determine what kinds of programs and services we can offer to you. We could use this anonymous information to give potential users or business partners a picture of our community and services. Aggregate information may be provided or sold to third parties. Absolutely no personal identifying information is included in the aggregate reports; each individual remains anonymous at all time.

Locator information is your name, electronic messaging address, physical address, and/or other data that enables someone to personally identify you. We may use Locator information as is necessary to enforce any of the terms of this Privacy Policy.

Law Enforcement and Protection of Users and the Site: To the extent permitted by law, we may

disclose Personal Information to governmental authorities or third parties pursuant to a legal request or other legal process. We may also use or disclose your Personal Information as permitted by law to apply or enforce this Privacy Policy, or protect our rights, interest, or property as well as those of our affiliates, customers, or App users. Following such disclosure to any third party, your Personal Information may be accessible by others to the extent permitted or required by applicable law.

#### 8. Contact Information

Please send any comment, question or complaint regarding our Privacy Policy or any request to access or correct your Personal Information by mail or email using the following contact information. You may also send written requests to rescind your consent to our use of your information to the below contact information:

[support@dolotrack.com](mailto:support@dolotrack.com)