

ReadMyRhythm Terms of Service

PLEASE READ THESE TERMS of Service CAREFULLY BEFORE USING THE ReadMyRhythm SERVICES. These Terms of Service (“*Terms*” or “*Terms of Service*”) of ReadMyRhythm, LLC, an Arkansas limited liability company, and/or its subsidiary and affiliated entities (collectively, “*ReadMyRhythm*,” “*RMR*,” “*us*,” “*we*,” or “*our*”), govern your access to and use of the ReadMyRhythm services, including without limitation the Clinician Review Service (as hereinafter defined), the various mobile applications, websites, wearables, devices, hardware, SMS, APIs, email notifications, buttons, widgets, features, ads and commerce services (including without limitation all current and future digital products and service offerings we make available and any products, services, and content provided in collaboration with our partners), that are operated by ReadMyRhythm and link to these Terms (collectively, the “*Services*”), and any form of information, data or creative expression (including without limitation, video, audio, photographs, images, illustrations, animations, tools, text, ideas, communications, replies, “likes,” comments, software, scripts, executable files, graphics, data and data elements derived therefrom, interactive features, designs, copyrights, trademarks, service marks, branding, logos, and other similar assets, materials or arrangements of materials, patents, sounds, applications and any intellectual property therein) that may be generated, uploaded, downloaded, appearing or otherwise made accessible on or through the Services (collectively referred to as “*Content*”).

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. These Terms apply to all visitors, users and others who wish to access or use the Services. You may use the Services only if you agree to form a binding contract with ReadMyRhythm and are not a person barred from receiving The services under the laws of the applicable jurisdiction. Your access to and use of the Services is conditioned upon your acceptance of and compliance with these Terms AND OUR PRIVACY POLICY, WHICH IS INCORPORATED INTO THESE TERMS of Service. Your choice to MAINTAIN AN ACCOUNT, access or use the Services (REGARDLESS OF WHETHER YOU CREATE AN ACCOUNT WITH US) and/or click “accept” constitutes your ACKNOWLEDGEMENT THAT YOU HAVE READ, UNDERSTOOD and accept these terms AND OUR PRIVACY POLICY, and your AGREEMENT TO BE legally BOUND BY these Terms AND OUR PRIVACY POLICY. Your choice to MAINTAIN AN ACCOUNT, access or use the Services (REGARDLESS OF WHETHER YOU CREATE AN ACCOUNT WITH US) and/or click “accept” constitutes your ACKNOWLEDGEMENT that these Terms are supported by reasonable and valuable consideration, which includes your use and enjoyment of the Services, the Content uploaded or shared by us and other users, and our review, use, or display of any Content you share with us.

THESE TERMS INCLUDE A BINDING ARBITRATION CLAUSE AND A CLASS ACTION WAIVER IN SECTION 13 BELOW. THIS PROVISION AFFECTS YOUR RIGHTS TO RESOLVE DISPUTES WITH ReadMyRhythm AND YOU SHOULD REVIEW IT CAREFULLY.

IF YOU ARE person barred from accessing, using and/or receiving THE services under the laws of ANY applicable jurisdiction (or are otherwise not eligible to access, use and/or receive the Services), or YOU DO NOT WISH TO BE BOUND BY THESE TERMS OF SERVICE and/or OUR PRIVACY POLICY (or if you DISAGREE WITH ANY PART OF THESE TERMS and/or

OUR PRIVACY POLICY), THEN YOU ARE NOT PERMITTED to ACCESS OR USE THE SERVICES. IF YOU ARE person barred from accessing, using and/or receiving THE services under the laws of ANY applicable jurisdiction (or are otherwise not eligible to access, use and/or receive the Services), or YOU DO NOT AGREE WITH THESE TERMS and/or OUR PRIVACY POLICY, THEN PLEASE DO NOT USE OR ACCESS THE SERVICES.

The term “you” refers to the person accessing, visiting and/or using the Services. These Terms do not apply to any portion of the Services, if any, that have their own terms of service, terms and conditions or terms of use. Other terms may apply to your use of a specific portion of the Services. If there is a conflict between these Terms of Service and terms posted for a specific portion of the Services, the latter terms apply to your use of that portion of the Services.

If you have any questions about these Terms of Service, please contact us.

- **Medical Disclaimer**

ReadMyRhythm has created and compiled the Services and the information and Content provided through the Services for your general information and use, not to provide professional medical advice. The Services are not medical devices, and the data provided by them is not intended to be utilized for medical purposes or to diagnose, treat, cure or prevent any disease, ailment or injury. Neither the Services nor the information and Content provided through the Services, whether provided by us or by other users or third parties (even if they are claiming to be a physician!) is intended to replace or modify (and should not be used in place of) (i) the medical advice of your health care provider(s), medical professional(s) and/or physician(s), (ii) a visit, call or consultation with your care provider(s), medical professional(s) and/or physician(s), or (iii) information contained on or in any product packaging or label. Please remember that the Services and the information and Content provided through the Services, in the absence of a visit with a health care provider, medical professional and/or physician, must be considered as an informational/educational service only and are not designed to replace a health care provider’s, medical professional’s, and/or physician’s independent judgment about the appropriateness of risks of a procedure or condition for a given patient. Your use of the Services does not constitute or create a doctor-patient, therapist-patient or other healthcare professional relationship between ReadMyRhythm and you.

Without in any way limiting the foregoing, your use of the Services (including without limitation the Clinician Review Service) with respect to electrocardiograms (“**ECG DATA**”) is only intended to record, display, store, and transmit ECG Data (and allow ReadMyRhythm to arrange for a third party medical professional electrocardiogram (“**ECG**”) analysis group to provide the Clinician Review Service to you through the Services for a fee). As the Services relate to ECG Data: (i) you, as the user of the Services, are responsible for the ECG Data recorded and stored by the Services; (ii) the Services are not intended to diagnose any heart condition or automatically alert any health care provider(s), medical professional(s), physician(s) or patient(s) to potentially serious heart or cardiovascular conditions or abnormal arrhythmias; (iii) the Services are not intended for continuous monitoring and we do not guarantee a response by any health care provider(s), medical professional(s) or physician(s) to ECG Data and/or medical events posted, recorded, displayed, stored and/or transmitted through the Services, and (iv) although the Services may enable you to use an optional ECG Data interpretation service and/or

connect your account to your health care provider(s), medical professional(s) and/or physician(s) through the Services, ReadMyRhythm and the Services do not automatically review, monitor, evaluate or analyze any ECG Data (any other Content) generated, uploaded, downloaded, appearing or otherwise made accessible on or through the Services.

To the maximum extent permitted by applicable law, you expressly agree (i) we are not providing medical advice via the Services, and (ii) we are not responsible for any health problems that may result from the information and Content provided through the Services. Should you have any medical and/or health related questions, please call or see your health care provider(s), medical professional(s) and/or physician(s) promptly. IT IS YOUR RESPONSIBILITY TO PRESENT YOUR ECG Data and any other data, information or Content TO YOUR health care provider(s), medical professional(s) and/or physician(s) FOR PROPER ANALYSIS AND DIAGNOSIS. ANY INTERPRETATION AND FOLLOW UP RECOMMENDATION PROVIDED by us or through the Services IS ONLY THAT, A RECOMMENDATION. THE DECISION TO COMPLY WITH THE RECOMMENDATION IS YOUR RESPONSIBILITY.

Please consult your health care provider(s), medical professional(s) and/or physician(s) for advice about a heart or cardiovascular condition, an abnormal arrhythmias and/or any specific medical condition. If you have an emergency, call your physician or your local emergency services immediately.

- **Use of the Services and Your Account**

Eligibility

The Services are intended only for residents of the United States of America. The Services may have different labeling and disclosure requirements outside of the United States of America.

You must be at least 18 years of age to use the Services. By agreeing to these Terms, you represent and warrant to us that: (i) you are at least 18 years of age; (ii) you have not previously been suspended or removed from the Services; and (iii) your registration and your use of the Services is in compliance with all applicable laws and regulations in your local jurisdiction. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so and have the authority to bind such entity to these Terms, in which case the words “you” and “your” as used in these Terms shall refer to such entity.

No individual under the age of 18 may use the Services, provide any Personal Data (as that term is defined in our Privacy Policy) to ReadMyRhythm, or otherwise submit Personal Data through the Services (e.g., a name, address, telephone number, email address, ECG Data, or medical conditions).

Your Account

To access most features of the Services, you must register for a ReadMyRhythm Account. When you create your ReadMyRhythm Account for any of the Services, you must provide us with

accurate and complete information as prompted by the ReadMyRhythm Account creation and registration process, and keep that information up to date. Otherwise, some of the Services may not operate correctly, and we may not be able to contact you with important notices.

We do not guarantee that any information you provide will not be intercepted by a third-party during transmission over any public networks or otherwise. You bear the risk of communicating with us electronically and we are not responsible for any resulting loss or damage.

You are responsible for maintaining the confidentiality of any and all actions that take place while using your ReadMyRhythm Account (including but not limited to the restriction of access to your mobile device, tablet, computer and/or ReadMyRhythm Account). You must contact us right away regarding any actual or suspected loss, theft, or unauthorized use of your ReadMyRhythm Account or ReadMyRhythm Account password. We are not responsible for any loss that results from unauthorized use of your username and password. You are responsible for the activity that happens on or through your ReadMyRhythm Account. Try not to reuse your ReadMyRhythm Account password on third-party applications.

Your Use of the Services

You may use the Services, including any Content provided to you on or by the Services, or otherwise hosted or stored by ReadMyRhythm for you, only for lawful and appropriate purposes on your own behalf, and subject to your full compliance with these Terms and any other guidelines and policies made available to you within the Services.

You may not reverse engineer, disassemble, or decompile, derive code or materials from, or capture any source, scripts, layouts, design, metadata, or other information accessible through the Services (including, without limitation, data packets transmitted to and from the Services), or analyze, decipher, “sniff”, derive code or materials from any packet stream to or from the Services, or attempt any of the foregoing. You expressly waive any legal rights you may have to do any of the foregoing, including any claim that such activities constitute “fair use” or are for “interoperability purposes” under the Digital Millennium Copyright Act.

Further, in using the Services, you may not:

- violate these Terms of Service, infringe upon our rights or the rights of others, or violate any laws;
- conduct or solicit illegal or other activity;
- use any robot, spider, scraper, or other automated or manual means to access the Services, or copy any Content or information on the Services;
- attempt to gain unauthorized access to any portion of the Services or any related networks or systems by hacking, password “mining”, or any other illegitimate means;
- probe, scan, test the vulnerability of or breach the authentication measures of, the Services or any related networks or systems;
- modify or reroute or attempt to reroute the Services;
- link to the Services from any unsolicited bulk messages or unsolicited commercial messages (“spam”);
- interfere with or damage operation of the Services, including through unauthorized use,

- disruption, automated attacks, exploitation, or abuse of our resources;
- utilize framing, squeeze back, overlay or other techniques to enclose or display the Services or any Content on the Services, with any other software or Content of a third-party; or
- take any action that places a disproportionately large load on the Services or any related networks or systems.

Using our Services does not give you ownership of any intellectual property rights in the Services or the Content you access. You may not use Content from the Services unless you obtain permission from its owner or are otherwise permitted by law. These Terms do not grant you the right to use any branding or logos used in the Services. Don't remove, obscure, or alter any legal notices displayed in or along with our Services.

The Services may display some Content that is not from ReadMyRhythm. All information and Content provided through the Services is the responsibility of the party making such information and Content available through the Services. We may review Content to determine whether it is illegal or violates our policies, and we may remove or refuse to display content that we reasonably believe violates our policies or the law. But that does not necessarily mean that we review content, so please don't assume that we do. Access and/or use of the Services by a party does not imply endorsement of any other party's Content, products, or services. All trademarks, brands, information and Content made available and/or provided through the Services the property of their respective owners.

In connection with your use of the Services, we may send you service announcements, administrative messages, and other information. You may opt out of some of those communications.

Some of the Services are available on mobile devices. Do not use such Services in a way that distracts you and prevents you from obeying traffic or safety laws.

Clinician Review Service

ReadMyRhythm arranges for a third party medical professional electrocardiogram (“*ECG*”) analysis group to provide professional ECG analysis services (“*Clinician Review Service*”) to you through the Services for a fee. You have two options to have your ECG reviewed: (i) a board-certified cardiologist interpretation of your ECG (“*Cardiologist Interpretation*”); and (ii) a certified cardiographic technician review of your ECG (“*Technician Review*”). With your request and consent ReadMyRhythm sends the Clinician Review Service your ECG Data necessary to perform the requested Cardiologist Interpretation or Technician Review. The Clinician Review Service performs the requested service and electronically transmits the Cardiologist Interpretation or Technician Review back to ReadMyRhythm's systems, and we make the report available to you within the Services. By accepting these Terms, you hereby agree to enrollment in the Clinician Review Service, although your use of the Clinician Review Service is optional. You will only be charged for the Clinician Review Service when and if you use the Clinician Review Service. ReadMyRhythm reserves the right to change the Clinician Review Service providers or discontinue one or more of the Clinician Review Service offerings.

You may use the Services to generate reports from the Clinician Review Service using your ECG Data. Any reports from the Clinician Review Service do not provide professional medical advice or suggest a diagnosis and serve the sole purpose of providing you with general information with which to consult your health care provider(s), medical professional(s) and/or physician(s). These reports from the Clinician Review Service are not to serve as a substitute to consulting your health care provider(s), medical professional(s) and/or physician(s) and are intended as general information for you and to be used as a tool by your health care provider(s), medical professional(s) and/or physician(s) to provide proper diagnosis and treatment, taking into account your complete medical history. Diagnosis based on your ECG Data can only be accomplished by your health care provider(s), medical professional(s) and/or physician(s). It is your responsibility to present your ECG Data and any other medical data to your health care provider(s), medical professional(s) and/or physician(s) for proper analysis and diagnosis.

You have the option to obtain an ECG recording from your device at any time. Your ECG recordings are subject to multiple factors related to your health and activities. ReadMyRhythm and the Clinician Review Service providers make no guarantees of the accuracy or clinical significance of the interpretation of your ECG Data. Please be aware that your health care provider(s), medical professional(s) and/or physician(s) may disagree with the interpretation of your ECG Data. If you decide to use the Clinician Review Service, we will share your information with the Clinician Review Service when you give permission through the Services.

Due to telemedicine restrictions, your local jurisdiction may restrict your ability to use the Clinician Review Service. Since you are using a mobile device to collect your ECG Data, it is your responsibility to ensure the Clinician Review Service is legal according to your local telemedicine laws.

Personalized Surveillance Service

Under some circumstances, ReadMyRhythm may present you with notifications or suggested actions based on ReadMyRhythm's analysis of your historical data and other Content you have provided to ReadMyRhythm such as 'medications', 'symptoms' or 'activities'. For example, ReadMyRhythm may suggest that you periodically submit your data to the Clinical Interpretation Service for continued surveillance of your heart health. Those notifications or suggested actions, or lack thereof, are not an indication of your health, nor are those notifications or suggested actions intended to replace the opinion of your health care provider(s), medical professional(s) and/or physician(s). It is your responsibility to present your data to your health care provider(s), medical professional(s) and/or physician(s), and to discuss with your health care provider(s), medical professional(s) and/or physician(s) what the proper course of action is based on your medical history. ReadMyRhythm may also allow you to schedule reminder notices using the Services, such as reminders to take medication. ReadMyRhythm makes no representations about accuracy, reliability, completeness, or timeliness of any push notifications, as parts of the process are outside of ReadMyRhythm's control. You accept that any reliance on these reminders will be at your own risk, and ReadMyRhythm disclaims all liability arising from your use of them. You agree that ReadMyRhythm may send push notifications to your mobile device for Services-related or marketing purposes, if they are enabled and in accordance with the Privacy Policy. You may turn off push notifications through your device settings.

Payment

Access to some of the Services (including without limitation the Clinician Review Service), or to certain features of some of the Services (including without limitation the Clinician Review Service), may require you to pay fees. Before you pay any fees, you will have an opportunity to review and accept the fees that you will be charged. All fees are non-refundable, to the fullest extent permitted under applicable law. If ReadMyRhythm changes the fees for any of the Services (including without limitation the Clinician Review Service), including by adding additional fees or charges, ReadMyRhythm will provide you advance notice of those changes. If you do not accept the changes, ReadMyRhythm may discontinue providing the certain of the Services (including without limitation the Clinician Review Service) to you. ReadMyRhythm will charge the payment method you specify at the time of purchase. You authorize ReadMyRhythm to charge all sums as described in these Terms, for the applicable Service you select, to that payment method. If you pay any fees with a credit card, ReadMyRhythm may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase. The Service may include functionality for activating, updating or canceling recurring payments for periodic charges. If you activate or update recurring payments through the Services, you authorize ReadMyRhythm to periodically charge, on a going-forward basis and until cancellation of either the recurring payments or your account, all accrued sums on or before the payment due date for the accrued sums. If you use the Services to update or cancel any existing authorized one-time or recurring payment, it may take several business days for the update or cancellation to take effect. ReadMyRhythm does not collect or store financial account information as defined in the Privacy Policy.

Service Updates, Changes and Limitations

The Services are constantly evolving. With the launch of new products, services, and features, we need the flexibility to make changes, impose limits, and occasionally suspend or terminate certain Services. We may also update the Services, which might not work properly if you don't install the updates. The Services change frequently, and their form and functionality may change without prior notice to you.

We may provide updates (including automatic updates) for certain Services as and when we see fit. This may include upgrades, modifications, bug fixes, patches and other error corrections and/or new features (collectively, "*Updates*"). Certain portions of our Services may not properly operate if you do not install all Updates. You acknowledge and agree that the Service may not work properly if you do not allow such Updates and you expressly consent to automatic Updates. Further, you agree that these Terms (and any additional modifications of the same) will apply to any and all Updates to the Services. We may change, suspend, or discontinue any or all of the Services at any time, including the availability of any product, feature, database, or Content. In addition, we have no obligation to provide any Updates or to continue to provide or enable any particular features or functionality of any Service. We may also impose limits on certain Services or restrict your access to part or all of the Services without notice or liability.

Service Monitoring and Suspension

We reserve the right to refuse to provide the Services. We reserve the right, but have no obligation, to investigate and take appropriate legal action against anyone who we believe is violating these Terms, including without limitation, removing any Content and/or materials from the Services.

We reserve the right, but have no obligation, to monitor any accounts and/or activities conducted through or in any way related to the Services (including inviting a fellow user into a community or group), as well as any user's use of or access to Personal Data, and profiles of other users.

We may also deactivate, terminate or suspend your ReadMyThytm Account or access to certain Services at any time: (i) if we, in our sole discretion, determine you are or have been in violation of these Terms or the spirit thereof, (ii) if we, in our sole discretion, determine you have created risk or possible legal exposure for ReadMyRhythm, the general public, any third party, or any user of our Services, (iii) in response to requests by law enforcement or other government agencies, (iv) upon discontinuation or material modification of any Services, or (v) due to unexpected technical issues or problems. We will endeavor to notify you by email or the next time you attempt to access your account after any such deactivation, termination or suspension.

Security

We care about the security of our users. While we work hard to protect the security of your Personal Data, User-Generated Content, and ReadMyRhythm Account, we cannot guarantee that unauthorized third parties will not be able to defeat our security measures. Please contact us immediately regarding any actual or suspected breach, loss, theft, or unauthorized use of your ReadMyRhythm Account or ReadMyRhythm Account password.

- **Ownership of Content**

Ownership

All Content that is not User-Generated Content (collectively, "***RMR Content***") and all copyright, trademarks, design rights, patents and other intellectual property rights (registered and unregistered) in and on the Services belong to ReadMyRhythm and/or its partners or applicable third parties. Each user retains ownership, responsibility for, and/or other applicable rights in the Content that a user submits, transfers, or otherwise provides to or through the use of the Services (collectively, "***User-Generated Content***") that he/she/it creates, but grants a license of that User Generated Content to ReadMyRhythm as explained in below in this Section. ReadMyRhythm and/or its partners or third parties retain ownership, responsibility for and/or other applicable rights in all RMR Content. Except as expressly provided in the Terms, nothing grants you a right or license to use any RMR Content, including any content owned or controlled by any of our partners or other third parties. You agree not to duplicate, publish, display, distribute, modify, or create derivative works from the material presented through the Services unless specifically authorized in writing by ReadMyRhythm.

Our License to You

Subject to your compliance with these Terms, we grant you a limited, revocable, personal, non-

transferable, and non-exclusive right and license to access and use the Services and RMR Content for your own personal, noncommercial purposes, provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, sell, assign, sublicense, grant a security interest in, transfer or otherwise commercially exploit any right in the RMR Content or the Services.

Acceptable Usage Guidelines

Except as expressly permitted by applicable law or authorized by ReadMyRhythm, you agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Services, the Services' software, or any RMR Content offered as part of the Services (other than User-Generated Content), in whole or in part. You shall not download, copy, or save RMR Content, except (i) as expressly permitted by the functionality of certain Services as provided for in the specific guidelines and/or additional terms applicable to those Services, or (ii) solely for personal use or your records.

The Services are intended only for your personal, non-commercial use. You shall not use the Services to sell a product or service, increase traffic to your own website or a third-party website for commercial reasons (such as advertising sales), or otherwise undertake any endeavor aimed at deriving revenue. For example, you shall not take the results from a search of the Services and reformat and display them, or mirror our home pages or results pages on your website. Moreover, you shall not "meta-search" our Services. If you seek to make commercial use of the Services, you must enter into an agreement with us to do so in advance.

When posting User-Generated Content and using the Services, you agree that your User-Generated Content and use of the Services, will not violate these Terms, including without limitation, any of the following (if you violate any of the following, we reserve the right to terminate your access to the Services):

- You will not post any inappropriate Content, including without limitation, you will not post Content that is stalking, threatening, hurtful, derogatory (including without limitation any references to sex, gender, age, weight, body type, disability, ethnicity, religion, or sexual orientation), harassing, abusive, defamatory, obscene, pornographic, offensive, hateful, inflammatory, or embarrassing to other users of the Services or that is an endorsement of violence against any person or group, even if couched in humor.
- You will not post Content or use the Services in a way that harms minors (or anyone, really).
- You will not spam people via posts, replies, or messages.
- You will not advocate, promote, or assist any fraudulent or illegal act (e.g., violence, impersonation and computer misuse).
- You will not post or solicit Personal Data regarding or from any third party, including photographs, telephone numbers, street addresses, last names, email addresses and passwords in the Interactive Areas.
- You will not post Content in breach of any contractual or other legal duty owed to a third party.
- You will not post Content that infringes upon, or is in violation or breach of, any intellectual property or other legal right of a third party.

- You will not post Content that contains anything that, in ReadMyRhythm’s sole determination, is objectionable or inhibits any other person from using or enjoying the Services, or that may expose ReadMyRhythm or our users to any harm or liability of any kind.
- You will not post Content that may damage or dilute the goodwill associated with ReadMyRhythm or our marks.

If we determine you are violating or otherwise have breached the Terms, we may take actions to address the issue, including, but not limited to, terminating your right to use the Services, removing your User-Generated Content, taking legal action against you (in which case you agree that we may recover reasonable costs and attorneys’ fees) or disclosing information to law enforcement authorities. We reserve the right to enforce, or not enforce, these Terms in our sole discretion, and they don’t create a duty or contractual obligation for us to act in any particular manner.

Your License to Us

When you provide User-Generated Content to ReadMyRhythm through the Services, you grant ReadMyRhythm and our users a non-exclusive, irrevocable, royalty-free, freely transferable, sublicensable, worldwide right and license to use, host, store, cache, reproduce, publish, display (publicly or otherwise), perform (publicly or otherwise), distribute, transmit, modify, adapt (including, without limitation, in order to conform to the requirements of any networks, devices, services, or media through which the Services are available), commercialize, create derivative works of, and otherwise exploit such User-Generated Content in connection with any and all Services. You acknowledge and agree that: (i) we have the right to arrange the posting of User-Generated Content in any way we desire; (ii) ReadMyRhythm has no obligation to provide you with any credit when using your User-Generated Content, but if ReadMyRhythm chooses to provide you with credit, the size and placement of the credit is at our sole discretion; and (iii) you are not entitled to any compensation or other payment from us in connection with the use of your User-Generated Content.

The rights you grant in this license are for the limited purposes of allowing ReadMyRhythm to operate and allow other users to use the Services in accordance with their functionality, improve the Services, and develop new Services. Notwithstanding the above, we will not make use of any of your User-Generated Content in a manner that is inconsistent with the privacy settings you establish within our Services. For information on managing your privacy settings for the Services, see the Privacy Policy.

We reserve the right to monitor, remove or modify User-Generated Content for any reason and at any time, including User-Generated Content we believe violates these Terms, the Community Guidelines, and/or our policies.

You agree you will respect the intellectual property rights of others. You represent and warrant you have all the necessary rights to grant ReadMyRhythm the foregoing license for all User-Generated Content you submit in connection with the Services and will indemnify us for any breach of this representation and warranty.

Content Retention

Following termination of your account, or if you remove any User-Generated Content from the Services, we may, subject to non-waivable provisions of applicable law, retain your User-Generated Content for a commercially reasonable period of time for backup, archival, or audit purposes, or as otherwise required or permitted by law. Furthermore, ReadMyRhythm and its users may, subject to non-waivable provisions of applicable law, retain and continue to use, store, display, reproduce, share, modify, create derivative works, perform, and distribute any of your User-Generated Content that otherwise has been stored or shared through the Services. Accordingly, note that the above license to your User-Generated Content continues even if you stop using the Services. When you post something publicly, others may choose to comment on it, making your Content part of a social conversation. For more information, please review our Privacy Policy.

Reporting Objectionable User-Generated Content

While we require all of our users to comply with these Terms and reserve the right to monitor for violations, we ultimately cannot guarantee all users will comply with these Terms at all times. If you believe any Content submitted to the Services violates these Terms, or if you know or suspect someone is misusing your User-Generated Content, please contact us. We have the right, but not the obligation, to review and take action or remove any User-Generated Content you report. You understand and acknowledge that when you access or otherwise use the Services, you may be exposed to User-Generated Content from a variety of sources, and we are not responsible for the accuracy, usefulness, safety, legality, appropriateness, or intellectual property rights of or relating to such User-Generated Content.

We are not responsible or liable for any injury or harm to you resulting from objectionable User-Generated Content or another user's failure to comply with these Terms.

Your Feedback

If you choose to submit comments, ideas or feedback on or through the Services, you agree that we are free to use the ideas you submit without any restriction or compensation to you. By accepting your submission, ReadMyRhythm does not waive any rights to use similar or related feedback previously known to ReadMyRhythm, developed by our employees, or obtained from sources other than you. You certify and represent that the information or feedback you submit to us through the Services is not confidential or proprietary information.

- **Third-Parties**

The Services may contain:

- references to names, marks, data, Content, products, or services of third-parties;
- links to third-party websites; and
- descriptions of services and products provided by third-parties.

These references, links, and descriptions are provided solely for your convenience. By including

these references, we do not endorse these parties, their Content, or any products and services they offer. These parties are not under our control and we are not responsible for them, or the operation and availability of their websites. All disclaimers and other notices associated with such materials shall apply and supplement these Terms and Conditions as to the individual Content. You are responsible for knowing when you are leaving the Services to visit a third-party website, and for reading and understanding the terms of use and privacy policy statements for each such third-party website.

If you choose to deal with third-parties, you agree that you have a direct relationship with them and are solely responsible for any such dealings. If you have concerns with any third-party website, please address them with the administrator of that website.

You hereby consent to ReadMyRhythm's engagement of third parties (including ReadMyRhythm's affiliates) to perform, or support the performance of, all or any portion of the Services (including without limitation, cardiologists and cardiographic technicians for the Clinician Review Service).

- **Copyright Policy**

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on the Services infringes on the copyright or other intellectual property rights ("**Infringement**") of any person or entity.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright Infringement, please submit your claim via email to dmca@readmyrhythm.com, with the subject line: "**Copyright Infringement**" and include in your claim a detailed description of the alleged Infringement as detailed below, under "DMCA Notice and Procedure for Copyright Infringement Claims."

You may be held accountable for damages (including costs and attorneys' fees) for misrepresentation or bad-faith claims on the infringement of any Content found on and/or through the Services on your copyright.

DMCA Notice and Procedure for Copyright Infringement Claims

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c) (3) for further detail):

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest;
- a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
- identification of the URL or other specific location on the Services where the material that you claim is infringing is located;
- your address, telephone number, and email address;

- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our Copyright Agent via email at dmca@readmyrhythm.com.

You acknowledge that if you fail to comply with all of the requirements of this Section, your notice may not be valid. Some information provided in a notice of Infringement may be forwarded to the user who posted the allegedly infringing content. In the U.S., under Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability. Please see www.copyright.gov for more information about how to prepare or respond to a DMCA notice and/or www.uspto.gov/ trademark for more information about trademark rights

- **Intellectual Property**

The Services and the Content (excluding User-Generated Content), features and functionality are and will remain the exclusive property of ReadMyRhythm, and its licensors. The Services are protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of ReadMyRhythm.

- **Links To Third Parties**

Third Party Services and Linked Websites

The Services may contain links to third-party web sites or services that are not owned or controlled by ReadMyRhythm.

ReadMyRhythm may provide tools through the Services that enable you to export information, including without limitation ECG Data and User-Generated Content, to third party applications or services such as Google Fit or Apple Health, or import information from such third party applications or services, including through features that allow you to link your ReadMyRhythm Account with an account on the third party service. By using one of these tools, you represent, warrant, and agree that such transfers are permitted under applicable law and that you are authorized to, and that we may on your behalf, transfer that information to or from the applicable third-party service in accordance with the Privacy Policy. Third-party services are not under our control, and we are not responsible for any third-party's use of your exported information. If you enable the features of the Services that are designed to import information from such third-party services, you hereby authorize and grant ReadMyRhythm a perpetual, irrevocable license to use such imported information and disclose it to third parties such as your healthcare professional in accordance with the Privacy Policy and applicable law. The Services may also contain links to third-party websites. Linked websites are not under our control, and we are not responsible for their content.

ReadMyRhythm has no control over, and assumes no responsibility for the Content, privacy policies, or practices of any third-party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites. ReadMyRhythm provides these links only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to third party web sites, the Content, privacy policies, products, services and/or offerings.

You acknowledge and agree that ReadMyRhythm 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 third-party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

Third-Party Applications

You may be able to access certain third-party links, applications, Content, services, promotions, special offers, or other events or activities (“***Third-Party Applications***”) via the Services. If you choose to access these Third-Party Applications, you may be requested to log-in and sync your accounts with such applications. You are in no way obligated to use any Third-Party Applications, your access and use of such applications is entirely at your own risk, and we have no associated liability. In addition, we are not responsible for the accuracy, availability, or reliability of any information, Content, goods, data, opinions, advice, or statements made available by any Third-Party Applications. As such, we are not liable for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such Third-Party Applications.

Third Party Products

Our Services may be accessed on third-party devices or other products (“***Third Party Products***”), and your ability to use certain features of the Services may require you to purchase Third-Party Products (e.g., wearable devices). While we may recommend, promote, or market the products of certain partners, we have no responsibility for your acquisition or use of any Third-Party Products, and we do not guarantee that Third-Party Products will function with the Services or will be error-free. We hereby disclaim liability for all Third-Party Products, including any Third-Party Products offered by our partners.

Third-Party Services, Activities, and Events

Our Services may include the ability to discover, access or participate in certain services, activities, or events (“***Third-Party Activities***”). Third-Party Activities are offered and provided by Third Parties, not ReadMyRhythm. Your attendance at and participation in Third-Party Activities is solely at your own risk. ReadMyRhythm will not be liable for any act, error or omission of any Third Party, including, without limitation, any which arises out of or is any way connected with a user’s attendance, use of or participation in any Third-Party Activities initially discovered, booked or registered for via the Services, or the performance or non-performance of any Third

Party in connection with the Services. ReadMyRhythm is not an agent of any provider of Third-Party Activities.

- **Mobile Services**

Wireless Carrier and Device Considerations

To use or access our applications, you will need a compatible device. We cannot guarantee the applications will be compatible with, or available on, your device. We do not charge for use of some basic applications; however, you may need to pay fees to use certain premium applications or features. Further, your phone company's normal messaging, data, and other rates and fees will still apply.

Text and Mobile Messaging Express Consents

By downloading or using our applications, you expressly agree we may communicate with you regarding transactions you have initiated on the Services or respond to your communications to us through the Services by SMS, MMS, text message, or other electronic means directed to your device and that certain information about your usage of the applications may be communicated to us automatically from your device. We will not send you direct messages of a marketing nature without your prior express written consent and you can opt out of receiving any marketing messages from us at any time.

Mobile Application License

We hereby grant you a limited, personal, non-exclusive, non-transferable, non-sublicensable, revocable license to use our applications downloaded directly from a legitimate marketplace, solely in object code format and solely for your personal use for lawful purposes. With respect to any open source or third-party code that may be incorporated in the applications, such open source code is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code.

App Stores

If you download our applications from a third-party app store (the "**App Provider**"), you acknowledge and agree that:

- The Terms are an agreement between us, and not with the App Provider. As between ReadMyRhythm and the App Provider, ReadMyRhythm is solely responsible for its applications;
- The App Provider has no obligation to provide any maintenance and support services with respect to the ReadMyRhythm applications;
- In the event of any failure of the ReadMyRhythm applications to conform to any applicable warranty, (i) you may notify the App Provider and the App Provider may refund the purchase price for the applications to you (if applicable), (ii) to the maximum extent permitted by applicable law, the App Provider will have no other warranty obligation whatsoever with respect to the applications, and (iii) any other claims, losses,

liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be, as between ReadMyRhythm and the App Provider, ReadMyRhythm's responsibility;

- The App Provider is not responsible for addressing any claims you have relating to the applications or your possession and use of the applications;
- If a third party claims an application infringes another party's intellectual property rights, as between the App Provider and ReadMyRhythm, ReadMyRhythm will be responsible for the investigation, defense, settlement and discharge of any such claim to the extent required by these Terms;
- The App Provider and its subsidiaries are third-party beneficiaries of these Terms as it relates to your license to the applications. Upon your acceptance of these Terms, the App Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the applications against you as a third-party beneficiary thereof; and
- You must also comply with all applicable third-party terms of service when using the applications

- **No Warranties**

EXCEPT WHERE PROHIBITED BY LAW, READMYRHYTHM EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND GUARANTEES OF ANY KIND, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO (i) ANY WARRANTY AS TO WHETHER THE ECG DATA OR OTHER CONTENT AVAILABLE ON OR TRANSMITTED BY THE SERVICES IS TRUE, COMPLETE OR ACCURATE, and (ii) THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT TO THE FULLEST EXTENT PERMISSIBLE UNDER THE LAW. THE SERVICES AND ALL CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS BASIS. Without limiting the foregoing, you understand that, to the maximum extent permitted by applicable law, we make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness, availability, or reliability of any of the Services or any Content. To the maximum extent permitted by applicable law, we do not warrant that (a) the Services will meet your requirements or provide specific results, (b) the operation of the Services will be uninterrupted, virus- or error-free or free from other harmful elements or (c) errors will be corrected. Any oral or written advice provided by our agents or us does not and will not create any warranty. To the maximum extent permitted by applicable law, we also make no representations or warranties of any kind with respect to Content; User-Generated Content, in particular, is provided by and is solely the responsibility of the users providing that Content. No advice or information, whether oral or written, obtained from other users or through the Services, will create any warranty not expressly made herein. You therefore expressly acknowledge and agree that use of the Services is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you.

- **Limitation of Liability**

To the maximum extent permitted by applicable law, under no circumstances (including, without limitation, negligence) shall ReadyMyRhythm, its subsidiaries, partners or any wireless carriers

be liable to you or any third party for (i) any indirect, incidental, special, reliance, exemplary, punitive, or consequential damages of any kind whatsoever; (ii) loss of profits, revenue, data, use, goodwill, or other intangible losses; (iii) damages relating to your access to, use of, or inability to access or use the Services; (iv) damages relating to any conduct or content of any third party or user of the Services, including without limitation, defamatory, offensive or illegal conduct or content; and/or (v) damages in any manner relating to any Third-Party Content, Third-Party Products or Third-Party Activities accessed via the Services. To the maximum extent permitted by applicable law, this limitation applies to all claims, whether based on warranty, contract, tort, or any other legal theory, whether or not ReadyMyRhythm has been informed of the possibility of such damage, and further where a remedy set forth herein is found to have failed its essential purpose. To the maximum extent permitted by applicable law, the total liability of ReadyMyRhythm, for any claim under these Terms, including for any implied warranties, is limited to the greater of one thousand dollars (us \$1,000.00) or the amount you paid us to use the applicable Service(s) in the past twelve months.

In particular, to the extent permitted by applicable law, we are not liable for any claims arising out of (i) your use of the Services (including but not limited to your participation in any activities promoted by or accessed via the Services), (ii) the use, disclosure, display, or maintenance of a user's Personal Data, (iii) any other interactions with us or any other users of the Services, even if we have been advised of the possibility of such damages, or (iv) other Content, information, services or goods received through or advertised on the Services or received through any links provided with the Services.

To the extent permitted by applicable law, you acknowledge and agree that we offer the Services and set the Services' prices in reliance upon the warranty disclaimers, releases, and limitations of liability set forth in the Terms, that these warranty disclaimers, releases, and limitations of liability reflect a reasonable and fair allocation of risk between you and form an essential basis of the bargain between you and us. We would not be able to provide the Services to you on an economically reasonable basis without these warranty disclaimers, releases, and limitations of liability.

If you are a resident of California: You waive your rights with respect to California Civil Code Section 1542, which says "a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

If you are a resident of New Jersey: Notwithstanding anything herein to the contrary, nothing in these Terms limits or excludes our responsibility for losses or damages caused by ReadMyRhythm own fraud, recklessness, gross negligence or willful misconduct.

- **Indemnification**

To the maximum extent permitted by applicable law, you agree to indemnify and hold ReadyMyRhythm, its subsidiaries, suppliers and other partners harmless from any claim or demand, including reasonable accounting and attorneys' fees, made by any third party due to or arising out of (i) the User-Generated Content you access or share through the Services; (ii) your use of the Services, (iii) your athletic activities in connection with the Services (including, but not limited to, athletic activities in connection with any contests, races, group activities, Third-

Party Activities or other events that we may sponsor, organize, participate in, or where the Services are employed), (iv) your connection to the Services, (v) your violation of these Terms, (vi) your use or misuse of any user's Personal Data, (vii) any violation of the rights of any other person or entity by you, or (viii) your employment of the Services to meet another user in person or to locate and attend any offline place or event. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us under the Terms, and you agree to cooperate with our defense of these claims.

If you are a resident of New Jersey: Notwithstanding anything herein to the contrary, nothing in these Terms imposes an obligation for you to indemnify us from claims arising out of ReadMyRhythm own fraud, recklessness, gross negligence or willful misconduct.

- **Governing Law**

These Terms shall be governed by and construed in accordance with the laws of the State of Arkansas and controlling U.S. federal law as applicable, without regard to its conflict of law principles.

- **Disputes and Arbitration, Jurisdiction and Venue**

To the maximum extent permitted by applicable law, you and ReadyMyRhythm agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. Except where prohibited, you and we agree to submit to the personal and exclusive arbitration of disputes relating to your general use of the Services under the rules of the American Arbitration Association. Please visit www.adr.org for more information about arbitration.

Any arbitration between you and us, to the extent necessary, will be conducted in Little Rock, Arkansas, and you waive any right to claim that such location is an inconvenient forum. You agree not to sue us or bring arbitration in any other forum.

The arbitration will be conducted in English. A single independent and impartial arbitrator will be appointed pursuant to the rules of the American Arbitration Association. Both you and we agree to comply with the following rules, which are intended to streamline the dispute resolution process and reduce the costs and burdens for everyone involved:

- the arbitration will be conducted by telephone, online and/or be solely based on written submissions, the specific manner to be chosen by the party initiating the arbitration;
- the arbitration will not require any personal appearance by the parties or witnesses unless otherwise mutually agreed in writing by the parties; and
- any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Barring extraordinary circumstances, the arbitrator will issue his or her decision within 120 days from the date the arbitrator is appointed. The arbitrator may extend this time limit for an additional 30 days in the interests of justice. All arbitration proceedings will be closed to the public and confidential and all records relating thereto will be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The award of the arbitrator will

be in writing and will include a statement describing the reasons for the disposition of any claim.

You also acknowledge and understand that, with respect to any dispute with us arising out of or relating to your choice to maintain an account, access or use the Services:

- You are giving up your right to have a trial by jury;
- You are giving up your right to serve as a representative, as a private attorney general, or in any other representative capacity, or to participate as a member of a class of claimants, in any lawsuit involving any such dispute; and
- You must file any claim within one (1) year after such claim arose or it is forever barred.

If this arbitration provision is found to be null and void, then all disputes arising under the Terms between us will be subject to the jurisdiction of the state and federal courts located in Little Rock, Arkansas, and you and we hereby submit to the personal jurisdiction and venue of these courts.

This agreement to arbitrate will not preclude you or ReadyMyRhythm from seeking provisional remedies in aid of arbitration, including without limitation orders to stay a court action, compel arbitration or confirm an arbitral award, from a court of competent jurisdiction. Furthermore, this agreement to arbitrate will not preclude you or ReadyMyRhythm from (i) applying to the appropriate court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, or (ii) seeking relief in any state or federal court for disputes related to a violation or possible violation of ReadyMyRhythm's intellectual property rights.

In the event of any litigation or arbitration arising from or related to these Terms, or the Services provided, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred including staff time, court costs, attorneys' fees, and all other related expenses incurred in such litigation or arbitration.

- [Privacy Policy; Additional Terms](#)

[Privacy Policy](#)

Please read the [Privacy Policy](#) ("**Privacy Policy**") carefully for information relating to our collection, use, storage and disclosure of your personal information. The [Privacy Policy](#) is incorporated by this reference into, and made a part of, these Terms. You consent to the collection, hosting, use, disclosure and other processing or handling of your personal information (including sharing data with third party providers) as described in the [Privacy Policy](#).

[Additional Terms](#)

Your use of the Services are subject to all additional terms, policies, rules, or guidelines applicable to the Services or certain features of the Services that we may post on or link to from the Services (the "**Additional Terms**"), such as end-user license agreements for any downloadable software applications, or rules that are applicable to a particular feature or content on the Services, subject to Section 14. All Additional Terms are incorporated by this reference

into, and made a part of, these Terms.

- **Modifications to these Terms**

We reserve the right, at our discretion, to change these Terms on a going-forward basis at any time. Please check these Terms periodically for changes. If a change to these Terms materially modifies your rights or obligations (“*Material Modifications*”), we will notify you of the modified Terms by email to the address you provided in your user profile. Material Modifications will be effective upon your acceptance of such modified. Immaterial modifications are effective upon publication. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose. Your sole and exclusive remedy if you do not agree with any modification to these Terms is to cancel your account. You may not amend or modify these Terms under any circumstances.

- **Survival**

If our relationship or these Terms terminate, it will not limit any of our other rights or remedies, and any provision of these Terms that must survive in order to give proper effect to the intent and purpose of these Terms will survive termination.

- **Miscellaneous**

You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of the Terms or your use of the Services. The Terms and any Additional Terms constitute the entire agreement between you and us with respect to your use of the Services.

Our failure to exercise or enforce any right or provision of the Terms does not constitute a waiver of such right or provision. If any provision of the Terms 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 Terms remain in full force and effect.

You may not assign, delegate, or otherwise transfer your account or your obligations under these Terms without our prior written consent. We have the right, in our sole discretion, to transfer or assign all or any part of our rights under these Terms and will have the right to delegate or use third-party contractors to fulfill our duties and obligations under these Terms and in connection with the Services.

Our notice to you via email, regular mail, or notices or links displayed in connection with the Services constitutes acceptable notice to you under the Terms. We are not responsible for your failure to receive notice if email is quarantined by your email security system (e.g., “junk” or “spam” folder) or if you fail to update your email address. Notice will be considered received forty-eight hours after it is sent if transmitted via email or regular mail. In the event that notice is provided via links displayed in connection with the Services, then it will be considered received twenty-four hours after it is first displayed.

Contact Us

If you have any feedback, questions or comments about the Services, please contact us.

These Terms of Service are effective as of, and were last updated and posted on, April 10, 2020.