

- Limited Product Warranty, Sale and Return Policy-

G-Medical Innovations Ltd. ("**G-Medical**", "**we**" or "**us**") provides limited warranty for our "Prizma" Medical Smartphone Case (the "**Case**") obtained directly from G-Medical. The warranty terms with respect to G-Medical's "Prizma" mobile-application and G-Medical's web-portal, which interface with the Case (the "**App**" and the "**Portal**", respectively), are detailed in G-Medical's Terms of Use, whose latest version can be found on our website at <https://store.gmedinnovations.com/terms/> ("**Terms of Use**"). The sale, return and warranty terms with respect to the Case are detailed herein. In case of any inconsistencies between the Terms of Use and this Limited Warranty (as further detailed below), this Limited Warranty shall prevail. BY PURCHASING AND/OR USING THE CASE, YOU AGREE TO THE TERMS SPECIFIED HEREIN.

The limited warranty stated herein is subject to all of the following terms and conditions

TERMS AND CONDITIONS

1. Terms of Sale

You may purchase G-Medical's products (including the Case) directly from G-Medical, using our online store, which is available on G-Medical's Website at <http://gmedinnovations.com/> (the "**Site**"), subject to the following terms:

- 1.1. In order to purchase a product via the Site, you must be over 18 years of age and possess a valid credit or debit card. By placing an order to purchase our products, you undertake that all details you provide to us are true and accurate and that you are the authorized user of the payment method used to place your order.
- 1.2. Dispatch times may vary and any guarantees made as to delivery times of the purchased goods are subject to any delays resulting from postal delays or force majeure, for which we will not be responsible.
- 1.3. All prices advertised on the Site are subject to change, at G-Medical's sole discretion.
- 1.4. When you place an order for our products, you will receive an acknowledgement email confirming receipt of your order. Our order confirmation email does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. At any time after receipt of your order, we may accept, decline, or place limits on your order for any reason. For the avoidance of doubt, until the goods ordered are dispatched, the order may not be accepted by G-Medical or may be cancelled by you. All purchases are subject to product availability.
- 1.5. Purchases are subject to a destination contract, therefore the risk of loss and title for purchased products passes to you upon the carrier's delivery to your shipping address.
- 1.6. Where applicable, product prices are inclusive of VAT. Delivery costs and state sales tax will be charged in addition to the product price, where applicable. Such additional charges are clearly marked where applicable and are included in the total cost.
- 1.7. Please note that G-Medical products may also be offered for sale by G-Medical's authorized dealers or distributors, in which case such retailers or distributors' terms of sale shall apply.

2. Return Policy

- 2.1. If you purchased the Case directly from G-medical and you are not entirely satisfied with your purchase, you have a period of fifteen (15) calendar days to return the Case, commencing on the date you received it, and we will refund your money.
- 2.2. Before returning the Case to G-Medical, and in order to receive your refund, you must open a service call via the Portal and request a Return Merchandise Authorization ("**RMA**") number. If you cannot access the Portal, please contact G-Medical's Customer Support, whose contact details are specified on our website at <http://gmedinnovations.com/contact-us/> or by sending an email to

service@gmedinnovations.com. The Case must be received by G-medical within two (2) weeks of the RMA's date of issue. You will be responsible for paying for all shipping costs in connection with returning the Case to G-Medical (shipping costs are nonrefundable), and you assume all risk of loss or damage to the Case while it is in transit.

- 2.3. Once we receive your returned Case, we will inspect it and notify you that it had been received and of the status of your refund. Subject to the terms stipulated herein, your credit card used to purchase the Case (or other original method of payment) will be credited with the full purchase price paid for the Case (excluding any shipping and/or handling fees). Please note that all Cases must be returned in their original packaging and in their original condition, without any damage or missing parts and/or accessories (e.g. charger). If any part is missing from your returned Case, we will process a return with a nonrefundable deduction on your refund for what is missing. It will take up to three (3) weeks for G-Medical to complete the refund process.
- 2.4. If you purchased the Case from a G-Medical authorized dealer or distributor, please contact that retailer or distributor, whose return policy shall prevail.
- 2.5. If you received a damaged case that was purchased directly from G-Medical, please contact G-Medical's Customer Support via the Support tab in the Portal.

3. **Limited Warranty**

- 3.1. G-Medical represents and warrants that commencing on the date in which the Case was delivered to you by G-Medical, and for the duration prescribed by the applicable consumer laws and regulations in the country in which you reside or for a period of twelve (12) months, whichever is longer (the "**Warranty Period**"), under normal authorized use, the Case shall perform substantially as prescribed in the then current applicable Case documentation ("**Limited Warranty**").
- 3.2. As your sole and exclusive remedy and G-Medical's sole liability for breach of this Limited Warranty, G-Medical shall, at G-Medical's expense, repair the Case during the Warranty Period, all only to the extent that it was determined by G-Medical that the Case is defective. Following the Warranty Period, you will be charged for any repaired or replaced parts. At G-Medical's sole discretion, or if during the Warranty Period repair fails to remedy the defect, G-Medical shall replace the Case. A "defective" Case for purposes of this document means one which fails to conform to G-Medical's then current applicable Case's documentation and manuals.
- 3.3. For the avoidance of doubt, all claims under this Limited Warranty must be made within the Warranty Period and no repair or replacement of any Case or part thereof shall extend the Warranty Period. The specific warranty on the repaired part only shall be in effect for a period of three (3) months following the repair or replacement of that part or the remaining period of the Limited Warranty, whichever is greater.
- 3.4. A detailed bill of sale, proof of purchase or the Case's serial number must be retained as evidence of the date of purchase and to establish Limited Warranty eligibility.
- 3.5. During the Warranty Period, in order to repair the Case, you shall send the defective Case to G-Medical via mail, freight prepaid. The Case to be repaired should be sent to G-Medical in either its original packaging or a similar package affording an equal degree of protection. If G-Medical determines that the Case is eligible for repair or replacement under this Limited Warranty, it shall bear the costs associated with returning the Case under warranty to you. G-Medical shall use reasonable commercial efforts to deliver the Case within a specified timeframe. Notwithstanding the aforesaid, any delivery date is estimated and not guaranteed.
- 3.6. In order to exercise your rights under this Limited Warranty, please contact G-Medical's Customer Support via the Support tab in the Portal.

- 3.7. If you purchased the Case from a G-Medical authorized dealer or distributor, please contact that retailer or distributor, whose warranty policy shall prevail.
- 3.8. G-Medical shall not be liable for any delays in delivery of the Case nor for any loss, expense, consequential or any other damages suffered by you by reason of such delay.

4. Exclusions

The Limited Warranty set forth above with respect to the Case shall not apply if failure of the Case results from or is otherwise attributable to: (i) repair, maintenance or modification of the Case by persons other than G-Medical's personnel or its authorized third parties; (ii) accident, negligence, abnormal physical or electrical stress, abnormal environmental conditions, acts of God, abuse or misuse of the Case; (iii) use of the Case other than in accordance with the Case's manuals or documentation; (iv) the combination of the Case with equipment or software not authorized or provided by G-Medical or otherwise approved by G-Medical in the Case's manuals or documentation; and/or (v) any Case where the serial number or any other identification markings were removed, modified or rendered illegible.

5. Disclaimers

OTHER THAN AS EXPLICITLY STATED HEREIN, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE CASE AND ITS DOCUMENTATION ARE PROVIDED ON AN "AS IS" BASIS. G-MEDICAL DOES NOT WARRANT THAT THE CASE WILL MEET YOUR REQUIREMENTS OR THAT THE CASE'S OPERATION WILL BE SECURE, UNINTERRUPTED, ERROR-FREE, FREE OF VIRUSES, BUGS, WORMS, OTHER HARMFUL COMPONENTS OR OTHER LIMITATIONS. TO THE EXTENT ALLOWED BY LAW, G-MEDICAL EXPRESSLY DISCLAIMS ALL EXPRESS WARRANTIES, ALL IMPLIED WARRANTIES, AND ALL CONDITIONS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITION OF MERCHANTABILITY, NON-INTERFERENCE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. TO THE EXTENT THAT ANY OF THE SAME CANNOT BE EXCLUDED, SUCH IMPLIED CONDITION, REPRESENTATION AND/OR WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD AND REMEDIES REFERRED TO IN SECTION 2 ABOVE. SOME STATES (COUNTRIES AND PROVINCES) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY (OR CONDITION) MAY LAST, SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY TO YOU.

6. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW (A) G-MEDICAL, INCLUDING ITS VENDORS, OFFICERS, SHAREHOLDERS, SUB-CONTRACTORS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, LICENSORS, AGENTS AND SUPPLIERS (COLLECTIVELY, "G-MEDICAL' REPRESENTATIVES"), SHALL NOT BE LIABLE WHETHER UNDER CONTRACT, TORT OR OTHERWISE, TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, SUFFERED BY ANY PERSON, ARISING FROM AND/OR RELATED AND/OR CONNECTED TO ANY USE OF OR INABILITY TO USE THE CASE, AND/OR FOR LOST PROFITS, WORK STOPPAGE, SAVINGS, OR REVENUES OF ANY KIND, OR FOR LOST DATA, DAMAGE TO OTHER SOFTWARE, HARDWARE FAILURE OR MALFUNCTION OR DOWNTIME, EVEN IF G-MEDICAL WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) IN NO EVENT SHALL G-MEDICAL' AND G-MEDICAL' REPRESENTATIVES' TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS CASE FROM ALL CLAIMS OR CAUSES OF ACTION AND UNDER ALL THEORIES OF

LIABILITY, EXCEED THE TOTAL PAYMENTS ACTUALLY MADE TO G-MEDICAL FOR THE CASE. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

7. Miscellaneous

7.1. Applicable Law:

7.1.1.If you acquired the Case in the United States, this document, its performance and interpretation shall be governed by the substantive law of the New York, exclusive of its choice of law rules. The competent courts and tribunals situated in New York, N.Y. shall have sole and exclusive jurisdiction in any dispute or controversy arising out of or relating to the matters stipulated under this document.

7.1.2.If you acquired the Case in the European Union (EU), this document, its performance and interpretation shall be governed by the substantive law of the England and Wales, exclusive of its choice of law rules. The competent courts and tribunals situated in London, UK shall have sole and exclusive jurisdiction in any dispute or controversy arising out of or relating to the matters stipulated under this document.

7.1.3.If you acquired the Case in any other country, this document, its performance and interpretation shall be governed by the substantive law of the state of Israel, exclusive of its choice of law rules. The competent courts and tribunals situated in Tel Aviv- Jaffa, Israel shall have sole and exclusive jurisdiction in any dispute or controversy arising out of or relating to the matters stipulated under this document.

7.2. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS THAT THIS AGREEMENT CANNOT CHANGE.