

G-Medical's Terms of Use

Last Revised: March 15th, 2018

G Medical Innovations Holdings Limited

("G-Medical", "we", "our", "Company") welcomes you (the "User(s)", or "you") to our website at <http://gmedinnovations.com/>, to our web-portal and to our mobile-application (respectively the "Site", the "Portal", the "App", and collectively, our "Properties"). Each of the Properties' Users may use them in accordance with the terms and conditions hereunder.

1. Acceptance of the Terms

By entering, connecting to, accessing or using the Properties and/or by installing and/or downloading the App on your mobile device and/or by clicking the "I Agree" button when setting your Account (as defined below), you acknowledge that you have read and understood: (i) the following terms of use, including the terms of our [Privacy Policy](https://store.gmedinnovations.com/privacy-policy) available at: <https://store.gmedinnovations.com/privacy-policy> (the "Privacy Policy"); and (ii) the applicable Device's (as such term is defined below) operation manual and/or instructions provided by G-Medical to you ("Operation Manual"), and you agree to be bound by them and to comply with all applicable laws and regulations regarding your use of our Properties and you acknowledge that these terms constitute a binding and enforceable legal contract between G-Medical and you (collectively, the "Terms"). You hereby agree and acknowledge that the Device must be used only in accordance with its intended use and with the applicable Operation Manual. **IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ENTER TO, CONNECT TO, ACCESS OR USE OUR PROPERTIES AND OUR DEVICE IN ANY MANNER.**

The services offered by the Properties (the "Services") are available only to individuals who (a) are at least eighteen (18) years old; (b) have purchased a Device; and (c) possess the legal capacity to enter into these Terms and to form a binding agreement under any applicable law.

2. The Services: Device, App, Portal and Site

Our Medical Smartphone Case is intended to provide painless, easily accessible, invasive and/or non-invasive medical technology for the collection of health-related parameters, as more particularly described in the Operation Manual (the "Device" and "Parameters", respectively). By integrating with your smartphone as a phone-cover, the Device is then able to transmit the Parameters collected to the App and Portal. Guidelines for the use and maintenance of the Device are provided in the Operation Manual.

You may purchase the Device (and other G-Medical products) directly from G-Medical, using our online store, which is available at <https://store.gmedinnovations.com/>, subject to the terms of sale detailed in our Warranty, Sale and [Return Policy](#) available at ("Warranty, Sale and Return Policy"). Our Device may also be distributed by third-party local service providers, and in such case the third-party local service providers' terms of sale may prevail.

THE DEVICE AND ITS APPLICABLE SUPPORTING SERVICES OBTAINED THE REQUIRED REGULATORY APPROVALS. HOWEVER, PLEASE NOTE THAT THE SERVICES ARE NOT A DIAGNOSTIC TOOL AND DO NOT AND CANNOT REPLACE PROFESSIONAL MEDICAL ADVICE. THE PROPERTIES DO NOT PROVIDE OR CONSTITUTE PROFESSIONAL, MEDICAL OR PARAMEDICAL ADVICE OR HEALTHCARE SERVICES AND MUST NOT BE RELIED UPON AS SUCH. YOU SHOULD MAKE ALL MEDICAL OR HEALTH RELATED DECISIONS ON THE BASIS OF PROFESSIONAL ADVICE FROM A LICENSED PHYSICIAN OR QUALIFIED HEALTH CARE PROFESSIONAL WHO IS FULLY AWARE OF YOUR INDIVIDUAL CIRCUMSTANCES. ANY DECISION MADE OR ACTION TAKEN BY YOU BASED ON THE SERVICES OR THEIR OUTPUTS ARE AT YOUR SOLE RESPONSIBILITY AND LIABILITY. G-MEDICAL WILL NOT ASSUME ANY RESPONSIBILITY FOR ANY LOSS, INJURY AND/OR DAMAGES INCURRED AS A RESULT, OR IN CONNECTION WITH, THE USE OF THE SERVICE AND/OR ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN IN RELIANCE ON THE USE OF THE SERVICE.

3. Call Center Services

G-Medical may provide its Users with medical call center services ("Call Center Services Subscription"), which are subject to additional terms and conditions, that must be accepted by such Users and which are available here: <https://store.gmedinnovations.com/terms/> .

4. Use Restrictions

You may not (and you may not permit any third party to) unless otherwise explicitly permitted under these Terms: (a) use the Service for any illegal, immoral, unlawful and/or unauthorized purposes; (b) use the Service for non-personal or commercial purposes without G-Medical's express prior written consent; (c) remove or disassociate, from the Device and/or the Properties (including from any content displayed therein, such as videos, text, logos, buttons, icons, images, technical data, documentation, know-how, specifications materials, designs, data, the "look and feel" of the Properties, interface, GUI, interactive features related graphics, illustrations, drawings, animations, and other features obtained from or through the Properties (collectively, the "**Content**") any restrictions and signs indicating proprietary rights of G-Medical or its licensors, including but not limited to any proprietary notices contained in such materials (such as ©,™, or ®); (d) use any manual or automatic device, process or method, such as robot, spider, crawler, any search or retrieval application to access the Properties and retrieve, index and/or data-mine information; (e) interfere with or disrupt the operation of the Properties or the servers or networks that host them, (f) bypass any measures we may use to prevent or restrict access to the Properties; (g) copy, distribute, display, execute publicly, make available to the public, reduce to human readable form, decompile, disassemble, adapt, sublicense, make any commercial use, sell, rent, transfer, lend, process, compile, reverse engineer, combine with other software, translate, modify or create derivative works of any material that is subject to G-Medical's proprietary rights, including G-Medical's Intellectual Property (as such term is defined below), in any way or by any means, unless expressly permitted under any applicable laws; (h) create a browser or border environment around G-Medical Content; (i) frame or mirror any part of the Properties without G-Medical's prior express written authorization; (j) transmit or otherwise make available in connection with the Properties any virus, worm, Trojan Horse, time bomb, spyware, or any other similar computer code, that may or is intended to damage or hijack the operation of any hardware, software or telecommunications equipment; and/or (k) infringe and/or violate any of the Terms.

5. Registration and User Account

In order to use the certain Properties you must register and create an account (the "**Account**") by completing the registration form available on the Properties, as further detailed in our Privacy Policy. You may not have more than one (1) active Account. You must provide accurate and complete information when creating an Account and you agree to not misrepresent your identity or your Account information. You agree to keep your Account information up to date and accurate.

You may not assign or transfer your rights or delegate your duties under the Account without the prior written consent of G-Medical. You must notify us immediately of any unauthorized use of your Account or any other breach of security and in such event you must change your password immediately via the settings in the App and/or Portal. We cannot and will not be liable for any loss or damage arising from third party's access to your Account through the registration information he/she has obtained from you or through a violation by you of these Terms, or for any unauthorized use of your password or Account or any other breach of security.

YOU ARE SOLELY AND FULLY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF THE PASSWORD AND ACCOUNT AND FOR ALL ACTIVITIES THAT OCCUR UNDER YOUR ACCOUNT. CANCELLING YOUR ACCOUNT MAY CAUSE THE LOSS OF CERTAIN INFORMATION YOU PROVIDED US. WE DO NOT ACCEPT ANY LIABILITY FOR SUCH LOSS. HOWEVER, AND AS FURTHER DETAILED IN THE PRIVACY POLICY, PLEASE NOTE THAT WE ARE LEGALLY OBLIGATED TO KEEP MEDICAL INFORMATION EVEN IF YOUR ACCOUNT HAS BEEN TERMINATED, AND SUCH INFORMATION WILL BE DELETED ONLY WHEN AND IF ALLOWED ACCORDING TO APPLICABLE LAW.

6. Patient Information Disclaimer

You are solely and exclusively responsible for all your communications and interactions with us or with any person, organization or entity with whom you may communicate, interact or engage through the use of the Properties, including, such entities, organizations or individuals with whom you may choose to share your Parameters. You understand that certain laws may impose obligations with regards to personal health information and you agree to provide all consents necessary to effectuate the authorizations you provided above.

7. Subscription and Online Payment Processors

Use of the Portal and certain features of the App are subject to the payment of certain fees and are provided solely to Users who have acquired a monthly subscription in accordance with the monthly payment model specified in the "Service Plan" tab in the Portal ("**Subscription**"). G-Medical reserves the right to change the fees and prices for its Services and to change the types of features which require payment, at any time and at its sole discretion. Such pricing changes will NOT affect your already paid-up Subscription period. Existing

Accounts shall receive an email notification of price changes at least thirty (30) days before such change takes place.

The Subscription is billed in advance for the upcoming month, or a prorated portion thereof, starting at the time of registration to the Service. Thereafter, your Subscription will renew automatically based on your plan's renewal cycle. You will receive a receipt upon each payment received. You may change your Subscription plan or cancel your Subscription at any time via the "My Services" page available in the Portal. All fees and other amounts paid are nonrefundable.

If you fail to pay your Subscription fee on time, or if your credit card payment information is entered in error or does not go through for processing and you do not update payment information upon our request, your entire Subscription may be suspended or cancelled.

Unless otherwise stated, our charges do not include any taxes, levies, duties or similar governmental assessments, including VAT, sales, use or withholding taxes assessable by any local, state, provincial or foreign jurisdiction (collectively "**Taxes**"). You are responsible for paying Taxes except those assessable against G-Medical based on its income. We will invoice you for such Taxes if we believe we have a legal obligation to do so.

Payments made via the Properties may be processed via certain online payment service providers ("**Online Payment Processors**"). For more information regarding this matter, please refer to our Privacy Policy.

8. Privacy Policy

By agreeing to these terms, you acknowledge that G-Medical may collect, use and disclose your information as described in our [Privacy Policy](https://store.gmedinnovations.com/privacy-policy/) at <https://store.gmedinnovations.com/privacy-policy/> which is incorporated herein by reference.

9. License

Subject to the terms hereof, G-Medical hereby grants to you, and you accept, a personal, nonexclusive, non-commercial, non-transferable, non-sublicensable and fully revocable limited license (i) to download and use the App on your authorized mobile phone, device or tablet that you own or control, solely for the limited purpose of using the App for your internal non-commercial use, and for no other purpose, strictly in accordance with the Terms, the applicable Usage Rules (defined below) and applicable law; and (ii) to use the Service and the Content provided in the Properties in accordance with the terms included in these Terms.

To the extent you provide any feedbacks, comments or suggestions to G-Medical regarding the Service ("**Feedback**"), G-Medical shall have an exclusive, royalty-free, fully paid up, worldwide, perpetual and irrevocable license to incorporate the Feedback into any G-Medical current or future products, technologies or services and use such Feedback for any purpose all without further compensation to you and without your approval. You agree that all such Feedback shall be deemed non-confidential.

10. Intellectual Property Rights

The Properties and the Content included therein and all intellectual property rights pertaining thereto, including, but not limited to, inventions, patents and patent applications, trademarks, trade names, service marks, copyrightable materials, and trade secrets, whether or not registered or capable of being registered (collectively, "**Intellectual Property**"), are owned by and/or licensed to the Company and are protected by applicable copyright and other intellectual property laws and international conventions and treaties. The Terms do not convey to you an interest in or to the Company Intellectual Property but only a limited revocable right of use in accordance with the Terms.

11. Trademarks and Tradenames

Unauthorized use of any G-Medical's registered or unregistered trademarks, service marks or logos and all other trademarks, service marks, trade names and logos which may appear on the Properties are prohibited and may be a violation of applicable trademark laws.

12. Linking to G-Medical's Site and Links to Third Party Sites

Unless otherwise set forth in a written agreement between you and G-Medical, you must adhere to G-Medical's linking policy as follows: (i) the appearance, position and other aspects of any link to G-Medical Properties may not be such as to damage or dilute the goodwill associated with G-Medical's name and trademarks; (ii) the appearance, position and other attributes of the link may not create the false appearance that your organization or entity is sponsored by, affiliated with, or associated with G-Medical; (iii) when selected by a User, the link must

display the Site on full-screen and not within a “frame” on the linking website; and (iv) G-Medical reserves the right to revoke its consent to the link at any time and in its sole discretion. In the event that you link to G-Medical's Properties you represent that your site does not contain content that is unlawful, offensive or infringing third party rights. The Properties may contain links to websites operated by third parties. G-Medical provides these links to other websites for your convenience, and use of these sites is at your own risk. The linked sites are not under the control of G-Medical, and G-Medical is not responsible for the content available on the other sites. Such links do not imply G-Medical's endorsement of information or material on any other site and G-Medical disclaims all liability with regard to your access to and use of such linked websites.

13. Usage Rules

Since you may be downloading the App from a third party platform, service provider or distributor (“**Platform Provider**”) your use of the App may also be governed by usage rules which the Platform Provider may have established and which relate to your use of the App (“**Usage Rules**”). Certain Usage Rules are described below, but other Usage Rules may apply and it is your responsibility to determine what other Usage Rules are applicable to your use of the App. You undertake to comply with all the applicable Platform Provider's Usage Rules. In the event of a conflict between the Terms and the terms of any applicable Usage Rules, which relates solely to the Platform Provider's representations, warranties, restrictions on use of the App, obligations, limitation of liability (to the extent applicable to the Platform Provider) and/or other provisions that impose any responsibility on the Platform Provider, the terms of the applicable Platform Provider's Usage Rules shall prevail. Any download and/or use of the App by anyone prohibited by any applicable laws or Usage Rules from downloading and/or using the App is expressly prohibited.

Apple Inc

The following applies to you if you downloaded the App from the Apple App Store (“**Licensed Application**”): You acknowledge and agree that (i) the license granted herein is limited to a non-transferable license to use the Licensed Application on an Apple branded device that you own or control, (ii) these Terms are solely between you and the Company, not Apple Inc. (“**Apple**”), and that Apple has no responsibility for the Licensed Application or content thereof, (iii) your use of the Licensed Application must comply with Usage Rules established by Apple, as set forth in the App Store Terms of Service effective as of the date you enter into these Terms, except that such Licensed Application may be accessed and used by other accounts associated with you via Apple's Family Sharing or volume purchasing; and (iv) Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Licensed Application.

In the event of any failure of the Licensed Application to conform to any applicable warranty, you may notify Apple, and Apple will refund you the purchase price you paid, if any, for the Licensed Application. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Licensed Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms of Use and any law applicable to the Company as provider of the App.

The Company and you acknowledge that the Company, and not Apple, is responsible for addressing any claims relating to the Licensed Application or your possession and/or use thereof, including, but not limited to: (i) product liability claims; (ii) any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation.

You acknowledge that, in the event of any third party claim that the Licensed Application or your possession and use thereof infringes that third party's intellectual property rights, the Company, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. You acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms of Use, and that, upon your acceptance of these Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as a third party beneficiary thereof.

14. Special provisions relating to Third Party Components

The App may use or include third party software, files and components that are subject to open source and third party license terms (“**Third Party Components**”). Your right to use such Third Party Components as part of, or in connection with, the App is subject to any applicable acknowledgements and license terms accompanying such Third Party Components, contained therein or related thereto. If there is a conflict between the licensing terms of such Third Party Components and these Terms, the licensing terms of the Third Party Components shall prevail in connection with the related Third Party Components. You acknowledge that G-Medical makes no

warranties or representations, express or implied, with respect to such Third Party Components. Under no circumstances shall the App or any portion thereof (except for the Third Party Components contained therein) be deemed to be “open source“ or “publicly available“ software.

15. Changes to the Properties and Updates

G-Medical reserves the right to modify, improve, make any other changes to, or discontinue, temporarily or permanently the Properties and the Content without notice, at any time.

If G-Medical supplies to you any updates, upgrades and any new versions of the App (“**Updates**“) according to its then current policies, it may include automatic updating or upgrading of the App with or without any additional notice to you and the Terms will govern any such Updates unless these are accompanied by a separate license agreement which will prevail, and all references herein to the App shall include such Updates. For clarity, G-Medical has no obligation to provide Updates.

16. Disclaimer of Warranties

OTHER THAN THE EXPRESS WARRANTIES SPECIFIED IN THE OPERATION MANUAL AND TO THE FULLEST EXTENT LEGALLY PERMISSIBLE, THE PROPERTIES AND THE CONTENT ARE PROVIDED ON AN “**AS IS**” BASIS, AND G-MEDICAL, INCLUDING ITS VENDORS, OFFICERS, SHAREHOLDERS, SUB-CONTRACTORS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, LICENSORS, AGENTS, SUPPLIERS (INCLUDING WITHOUT LIMITATION SUPPLIERS OF THE CALL CENTER SERVICES SUBSCRIPTION) (COLLECTIVELY, “**G-MEDICAL'S REPRESENTATIVES**“), DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT, AVAILABILITY, THE QUALITY OF THE SERVICES OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS THAT THESE TERMS CANNOT CHANGE.

WE DO NOT WARRANT THAT (I) THE USE AND OPERATION OF THE PROPERTIES IS OR WILL BE SECURE, TIMELY, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERRORS, OR FREE OF VIRUSES, DEFECTS, WORMS, OTHER HARMFUL COMPONENTS OR OTHER PROGRAM LIMITATIONS, (II) THAT G-MEDICAL WILL CORRECT ANY ERRORS OR DEFECTS IN THE PROPERTIES, AND (III) THE APP WILL BE INTEROPERABLE OR COMPATIBLE WITH YOUR DEVICE, OTHER SOFTWARE, HARDWARE, OR ANY EQUIPMENT, AND G-MEDICAL AND G-MEDICAL'S REPRESENTATIVES ARE NOT RESPONSIBLE FOR ANY LOSSES SUFFERED RESULTING FROM INTEROPERABILITY OR COMPATIBILITY PROBLEMS.

WE ARE NOT RESPONSIBLE AND HAVE NO LIABILITY FOR ANY ITEM OR SERVICE PROVIDED BY ANY PERSON OR ENTITY OTHER THAN G-MEDICAL.

WE ARE NOT RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR OTHERS THAT MAY RESULT FROM TECHNICAL PROBLEMS (INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION, OVERLOAD OF SERVERS, DELAYS OR INTERRUPTIONS) OR ANY TELECOMMUNICATIONS OR INTERNET PROVIDERS.

USE OF THE PROPERTIES AND THE CONTENT IS ENTIRELY AT YOUR OWN RISK.

17. Limitation of Liability

TO THE MAXIMUM EXTENT LEGALLY PERMISSIBLE, IN NO EVENT SHALL G-MEDICAL, INCLUDING G-MEDICAL'S REPRESENTATIVES BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, CONTRACT, NEGLIGENCE, TORT OR STRICT LIABILITY), INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, PROFITS OR DATA AND BUSINESS INTERRUPTION, ARISING HEREUNDER, RESULTING FROM OR ARISING OUT OF THE PROPERTIES AND/OR THE CONTENT YOUR USE OR INABILITY TO USE THE PROPERTIES AND/OR THE CONTENT AND/OR THE FAILURE OF THE PROPERTIES TO PERFORM AS DESCRIBED OR EXPECTED; ALL REGARDLESS OF WHETHER G-MEDICAL (OR G-MEDICAL'S REPRESENTATIVES) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ANY CASE, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND TO THE MAXIMUM EXTENT LEGALLY PERMISSIBLE, G-MEDICAL'S AND G-MEDICAL'S

REPRESENTATIVES' TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES OR LOSSES WHATSOEVER ARISING HEREUNDER OR IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE PROPERTIES OR THE CONTENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU, IF ANY, TO G-MEDICAL FOR USE OF THE PROPERTIES OR \$US1.00, WHICHEVER IS GREATER.

18. Indemnification

You agree to indemnify, defend and hold G-Medical and G-Medical Representatives harmless from any loss, liability, claim, debts, expenses or demand, including reasonable attorneys' fees, due to or arising out of your use or inability to use the Service and/or Properties and/or breach of these Terms and/or your violation of any third party rights, including without limitation any intellectual property rights or privacy right of such third party with respect to your use of the Service. Without derogating from the foregoing, we reserve the right to assume the exclusive defense and control of any matter which is subject to indemnification by you, which will not excuse your indemnity obligations hereunder and in which event you will fully cooperate with us in asserting any available defense. You agree not to settle any matter subject to an indemnification by you without first obtaining our prior express written approval.

19. Amendments to the Terms

G-Medical may, at its sole discretion, change these Terms from time to time, including any other policies incorporated thereto, so please re-visit this page frequently. In case of any material change, we will make reasonable efforts to post a clear notice on the Properties and/or will send you an e-mail (to the extent that you provided us with such e-mail address) regarding such change. Such material changes will take effect seven (7) days after such notice was provided on our Properties or sent via e-mail, whichever is the earlier. Otherwise, all other Changes to these Terms are effective as of the stated "Last Revised" and your continued use of the Properties on or after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes. In the event that the Terms should be amended to comply with any legal requirements, the amendments may take effect immediately, or as required by the law and without any prior notice. Changes to these Terms will not be applied retroactively.

20. Termination or Suspension of your Account, Termination of these Terms and the Termination of the App's or Site's operation

If you object to any term hereof, as may be amended from time to time, or become dissatisfied with the Service, you may terminate these Terms at any time by stopping your use thereof and this will be your sole remedy in such circumstances. In such circumstance and upon termination of these Terms in the event of your failure to comply herewith: (i) the license and all other rights granted to you hereunder will automatically terminate, (ii) you must immediately cease all use of the Service, delete and destroy all copies of the App in your possession or control and so certify to G-Medical if required by it, and (iii) the provisions of these Terms that, by their nature and content, must survive the termination of these Terms in order to achieve the fundamental purposes of these Terms shall so survive. Please note that failure to comply with any of use restrictions set forth in these Terms may result (at G-Medical's sole discretion) in the termination of your use of the Service and may also expose you to civil and/or criminal liability.

We note that we can suspend or terminate your Account if we believe, in our sole discretion, that one (or more) of the following events have occurred: (a) there is risk to the security or privacy of your Account; (b) there is a threat to the security or integrity of our network or our servers; (c) suspension is needed to protect the rights, property or safety of G-Medical, its users or the public; (d) there is a basis for termination of your Account; (e) you have violated these Terms; and/or (f) we are required to by law.

21. Export and the Location of the User

The App and the Device may be subject to applicable export control laws. The User agrees that he/she will not ship, transfer, or export the App and/or Device into any country, or make available or use the App and/or Device in any manner, prohibited by applicable laws. In addition, the User represents and warrant that (i) he/she is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) that the User is not listed on any U.S. Government list of prohibited or restricted parties.

22. Advertisements

The Properties may serve you with third-party advertisements. All the information contained in such advertisements and commercials belongs solely to the advertisers and the Company makes no warranties or

representations in respect of such, whether or not the Company has control over such advertisements or commercials and these are provided on an “AS IS” basis. In any event, the Company will not be liable for any damage or loss incurred to you as a result of or in connection with such advertisements or commercials. The Company, advertisers and/or related third-parties may be entitled to certain shares of the earnings for such advertisements and/or commercials. You agree, acknowledge and consent that no right, title or interest is or shall be granted to you in any way with respect to any revenue share whatsoever in relation thereto.

23. General

(a) These Terms constitute the entire terms and conditions between you and the Company relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and the Company, (b) these Terms shall be governed by, and will be construed under the law of England ; provided, however, if you are a resident of the United States, this Agreement shall be governed by, and will be construed under, the laws of the State of New York, United States of America, and you irrevocably agree to the exclusive jurisdiction by the federal and state courts located in the County of New York, in the State of New York, to settle any dispute which may arise out of, under, or in connection with these Terms. YOU AGREE THAT NO CLAIM ARISING OUT OF THESE TERMS OR YOUR USE OF THE SERVICES MAY BE BROUGHT AS A CLASS ACTION, (c) these Terms do not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties hereto, (d) no waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof, (e) YOU ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE SITE AND/OR APP MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED, (f) if any provision hereof is adjudged by any court of competent jurisdiction to be unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect while most nearly adhering to the intent expressed herein, (g) you may not assign or transfer these Terms (including all rights and obligations hereunder) without our prior written consent and any attempt to do so in violation of the foregoing shall be void. We may assign or transfer these Terms without restriction or notification, (h) no amendment hereof will be binding unless in writing and signed by G-Medical, and (i) the parties agree that all correspondence relating to these Terms shall be written in the English language.

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

If you have any questions (or comments) concerning the Terms, you are most welcome to contact us via the Portal or send us an e-mail and we will make an effort to reply within a reasonable timeframe: service@gmedinnovations.com.