

These Terms of Service constitute an agreement between you and Healthmatica Inc. ("Healthmatica"). The terms of this Agreement govern your use of Healthmatica Health's application called Healthmatica, available on the iTunes App Store, and related markets, the supporting website called [www.Healthmatica.com](http://www.Healthmatica.com). By visiting or interacting with the App or the corresponding website at [www.Healthmatica.com](http://www.Healthmatica.com) ("Site"), either as a visitor or as a user, you agree to be bound by the terms of this Agreement.

## 1. Description of Service

Healthmatica is an application ("App") where patients can track, visualize and analyze the symptoms chronic conditions and general health. You understand and agree that the App is provided "AS-IS" and that Healthmatica assumes no responsibility for the use of the App. Healthmatica is constantly updating to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the App which Healthmatica provides may change from time to time without prior notice to you. You may stop using the App at any time. By using this App, you acknowledge that Healthmatica does not control in any manner the nature, quality, or accuracy of user-generated content, such as data saved and interpretations made. You agree that Healthmatica is a neutral engine for people to record their symptoms' severities and potential, correlating factors, journal entries, photos, and other information pertaining to health and wellbeing.

## 2. Eligibility

The App may not be used by minors (those under 18 years of age, or otherwise under applicable law), or by other individuals or organizations who cannot form legally binding contracts under applicable law. If you do not qualify, please do not use the App or the Site. By registering as a member you represent that you are age 18 or older.

## 3. Healthmatica Does Not Provide Medical Advice

Any information published by Healthmatica Health, Inc., including text, graphics, images, symptoms, treatments, dosages, outcomes, charts, profiles, photographs, advice, comments, messages, and other information, is for informational, research and educational purposes only. It is not a substitute for professional medical advice or treatment. It is not intended to be used to diagnose, cure, treat, or prevent any condition or disease.

If you think you may have a medical emergency, call your doctor or 911 immediately.

Healthmatica does not recommend or endorse any specific course of action, tests, resources, physicians, products, procedures, drugs, opinions, or other information that may be mentioned in relation to the App, as reviewed in the App Store, on the Healthmatica Facebook, Website, or elsewhere. Reliance on any information provided by Healthmatica on data compiled on the App, the website, or on other users' experience with the App or website is solely at your own risk.

## 4. Code of Conduct and Lawful Use of the App

You understand that you are entirely responsible for all information or other content that you upload, post, email, or otherwise transmit, whether publicly posted or privately transmitted. You agree not to post or upload anything to the Healthmatica App or App Store page that is inaccurate, false or misleading; is obscene, abusive or indecent; or that infringes any copyright, patent, trademark, trade secret or other proprietary rights or rights of any party. You also agree to not impersonate another person or medical profession; to not harass, threaten or stalk another participant, including the use of expressions of bigotry, racism, hatred, or profanity; and

to not use the App to conduct any illegal activity or any activity that violates the rights of others, provides instructional information about illegal activities, or promotes harm to anyone.

## 5. Privacy

There are no known risks to using Healthmatica, but there is a possibility that users may feel uncomfortable sharing information online. Users should discuss the safety and privacy of their data before utilizing the export feature of the App if they have concerns about their privacy and data safety. Users should refrain from exporting data unless they are certain that the receiving email address is authorized, credible, and secure. Users should understand that anyone can access their data if their smartphone is outside of their immediate control, and view the data entered into the app.

If you are reading this Privacy Policy because you are concerned about the privacy of your data on your smartphone, we urge you to recognize and fulfill your responsibility to protect the privacy of your data by keeping your smartphone secure at all times and using all means possible to secure your data. In using the App, users are free to define any data fields in language that makes them feel comfortable. They may also easily edit symptom names without changing the associated, historical data.

Your data is stored on a HIPAA compliant server which is fully SSL encrypted as well as encrypted in our database. As such, no employee of the Healthmatica Corporation will have access to your data in a human readable form. You are the full executor of your data and the only individual with access to it in a human readable form.

Data exported by the user at the user's command is NOT email-deidentified and should therefore be considered data for public use. Users can define their symptoms in whatever language they wish. Users are also free to stop using the App at any time. If a user chooses to delete Healthmatica from their smartphone, their data will also be irretrievably deleted.

We recognize the importance of protecting the privacy of our users.

Users should be aware that the Healthmatica Corporation may collect and collate a variety of information regarding the use of the App and may cause the App to communicate to Healthmatica Corp. information about its operations even if you are not connected to the internet or a mobile service. Healthmatica is the sole owner of all such information it collects. Collection and management of such information is governed by our Privacy Policy which is hereby made part of this agreement. Healthmatica uses industry-standard security measures to protect the loss, misuse and alteration of the information under our control. Although we make good faith efforts to store the non-public information uploaded through the App in a secure operating environment that is not available to the public, we cannot guarantee complete security. We cannot and do not guarantee that our security measures will prevent third party "hackers" from illegally accessing our site and obtaining access to content or information thereon. However, if such information is hacked it will not be in a human readable form and the encryption is likely to be resistant to disambiguation.

You should also be aware that we may from time to time disclose or transfer some of the information that you provide through your use of the Services as more fully described in our Privacy Policy. Please review our Privacy Policy for details; by agreeing to these Terms you are

also agreeing to our Privacy Policy as if all of such policy were repeated here. If you do not want us to use your data as described in our Privacy Policy, please do NOT use the Services.

#### 6. Changes and Limits to Service

Healthmatica Corp. reserves the right to modify the App (or any part or functionality thereof) with or without notice. You agree that Healthmatica has no responsibility or liability for any deletion or failure to store any data or other content maintained or transmitted by the App. You also agree that Healthmatica reserves the right to change these limits at any time.

#### 7. Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (1) YOUR USE OF Healthmatica IS AT YOUR SOLE RISK. THE APP AND SERVICES AVAILABLE ARE PROVIDED ON AN "AS IS" BASIS. Healthmatica HEALTH, INC., EXPRESSLY DISCLAIMS ALL EXPRESSED AND IMPLIED WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. (2) Healthmatica HEALTH, INC. DOES NOT WARRANT THAT (a) THE APP WILL MEET YOUR REQUIREMENTS; (b) THE APP WILL BE UNINTERRUPTED, TIMELY, UNFAILINGLY SECURE, OR ERROR-FREE; (c) THE DATA RECORDED THROUGH THE APP WILL BE ACCURATE OR RELIABLE; (d) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE APP WILL MEET YOUR EXPECTATIONS AND (e) ANY ERRORS OR DEFECTS IN THE APP WILL BE CORRECTED. (3) ANY INFORMATION OR CONCLUSIONS DRAWN OR OTHERWISE OBTAINED THROUGH THE USE OF THE APP IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY USE OF THAT DATA. (4) THE CONCLUSIONS AND INFORMATION DRAWN BY YOU ARE NOT IN ANY WAY APPROVED OR ENDORSED BY Healthmatica HEALTH, INC., AND YOU USE SUCH INFORMATION AT YOUR OWN RISK. (5) YOU SHOULD ALWAYS USE CAUTION WHEN GIVING OUT ANY PERSONALLY IDENTIFYING INFORMATION ABOUT YOURSELF OR YOUR CHILDREN. Healthmatica HEALTH, INC. DOES NOT CONTROL OR ENDORSE ANY ACTIONS RESULTING FROM YOUR PARTICIPATION WITH THIS APP AND, THEREFORE, Healthmatica HEALTH, INC. SPECIFICALLY DISCLAIMS ANY LIABILITY WITH REGARD TO ANY ACTIONS RESULTING FROM USE OF THE APP.

#### 8. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT Healthmatica HEALTH, INC. ITS PARTNERS, CONTRIBUTORS, AGENTS, EMPLOYEES, OFFICERS, AND AFFILIATES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF Healthmatica HEALTH, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE APP; (b) ANY ACTION YOU TAKE BASED ON THE CONCLUSIONS YOU DRAW BY USING THE APP, (c) YOUR FAILURE TO KEEP YOUR DATA SECURE AND CONFIDENTIAL, (d) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR DATA; or (e) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE.

#### 9. Indemnification

You agree to indemnify and hold harmless Healthmatica and it's officers, employees, agents, subsidiaries, partners, and affiliates, from and against any claims, actions or demands, liabilities

and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of this Agreement.

#### 10. Notice

Notices to users may be made by updates when updating your app (which you update on the relevant App Store). Healthmatica may also provide notices of changes to this Agreement or other matters by displaying notices or links to notices to you generally on their Website, [www.Healthmatica.com](http://www.Healthmatica.com) and or [www.Healthmatica.com](http://www.Healthmatica.com).

#### 11. Modifications to this Agreement

Healthmatica reserves the right to modify this Agreement at any time, and without prior notice, by posting amended terms on this Site. We encourage you to review this Agreement periodically for any updates or changes. You understand and agree that if you use the App after the date on which this Agreement has changed, Healthmatica will treat your use as acceptance of the updated Agreement.

#### 12. General Legal Terms

The Terms of Use constitutes the entire agreement between you and Healthmatica and governs your use of the App, superseding any prior agreements between you and Healthmatica. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software. This Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of law provisions. All disputes arising under, or in any way connected with membership in or use of the App, shall be litigated exclusively in the state courts residing in the State of Delaware, and in no other court or jurisdiction. You and Healthmatica agree to submit to the personal and exclusive jurisdiction of the courts located within Delaware.

Healthmatica, Healthmatica App, and other related logos and product and service names are trademarks of Healthmatica Corp. Unless you have agreed otherwise in writing with Healthmatica Corp. nothing in this Agreement gives you a right to use or display any of these trademarks in any manner.

Healthmatica Corp. may assign this Agreement at any time to a subsidiary or parent company or to a successor to its business as part of a merger or sale of substantially all of its assets. You may not assign or transfer this Agreement. If any provision of this Agreement is held to be unenforceable for any reason, the remaining provisions will be unaffected and remain in full force and effect.

For any questions or comments, or to report violations of this agreement, contact Healthmatica Corp at:

Healthmatica Corp.

ATTN: Terms of Use Agreement  
[service@healthmatica.com](mailto:service@healthmatica.com)