



PULSE INFOFRAME INC. TERMS OF USE

These Terms of Use (the "Terms") set forth the terms and conditions upon which Pulse Infoframe, Inc. (referred to herein as "Pulse," "we," "us" or "our") offer third party practitioners and patients (referred to herein as "you" or "your") access to Pulse's proprietary bowel cancer platform, along with any updates, additions or expansions thereto (collectively referred to herein as the "Services"). **This is a legally enforceable contract.**

By clicking "I Agree" below, by accessing or otherwise using the Services, you agree to be bound by these Terms. If you do not agree to these Terms, do not access or use the Services.

1. LICENSE; TERMS; ACCESS; FEES

1.1. **License to Use healthie™.** In return for making payment you are permitted to access the Services in a variety of manners such as through a web portal (healthie™). To the extent applicable, the terms of the license to healthie™ are set forth in the Software End User License Agreement ("EULA") included in healthie™. By using healthie™ or by otherwise accessing healthie™, you hereby agree to be bound by the terms set forth in the EULA. You can access the EULA by going to www.pulseinfoframe.com or in healthie™.

1.2. **Change of Terms.** We reserve the right to modify and update these Terms at any time. Notice of such modifications and updates will be communicated by e-mail, the Pulse Website, or other commercially reasonable method. Any such modifications or updates are effective and enforceable against you upon publication. If you do not agree to any modification or update to these Terms, please cancel your Pulse account (an "Account") in accordance with the Clinician menu pages (when you log in) and cease using the Services.

1.3. Requirements. In order to use the Service, you must: (i) be age 18 or older, (ii) agree to these Terms, (iii) create a valid Account, and (iv) have a suitable connection to the Internet (which is not provided by us) that permits such devices to be connected to the Service. As the Service will continuously evolve over time, we reserve the right to modify these requirements at our sole discretion. By using or accessing the Services you represent that you meet all of these requirements.

1.4. Fees & Term. Pulse charges the fee set forth within the Pulse Application in the Clinician landing page. You have the ability to choose your preferred fee structure and term based on the options provided. You hereby agree to and permit Pulse to charge you for such fees using the payment method you described during your Account registration.

2. ACCOUNTS AND SECURITY

2.1. Account. To use healthie™, you must create an Account by completing the registration process. You will be guided through the registration process when you access the Services through healthie™. There are separate types of accounts for patients and for practitioners. In any event, you must provide us with current, complete and accurate information (including your email address) as prompted by the applicable registration form. You hereby promise that all information that you submit during the registration process is true and accurate.

2.2. Account Security. You are responsible for maintaining the confidentiality of your Account username and password. You agree to notify us immediately of any unauthorized use or theft of your Account or any other breach of security (and to provide properly documented evidence as reasonably requested by us). As the Account holder, you are responsible for any and all actions taken by any person that has attained access to your Account.

3. PRIVACY

3.1. Pulse will process your personal information in accordance with the Pulse Inframe Privacy Notice. For information about how Pulse manages your personal information, please read the Privacy Notice on the Pulse website.

3.2. While Pulse will take reasonable steps to protect your personal information, your account's security is your responsibility and you agree that –

- You are responsible for ensuring that your personal information is accurate, current and complete;
- You will notify Pulse as soon as you become aware if you believe your account has been compromised in any way; and

- If any security violations are believed to have occurred in association with your account, we reserve the right to suspend access to your account pending an investigation and resolution.
- 3.3. You agree that Pulse may process your personal information in accordance with the Pulse Privacy Notice.

4. TERMINATION OF ACCOUNTS

- 4.1. Termination by Us.** You expressly acknowledge and agree that the Service is provided by us solely upon the provisions of these Terms. In the event that you breach the provisions of these Terms, Pulse may terminate your Account or otherwise suspend or terminate your access to the Service.
- 4.2. Cancellation by You.** You have the right to cancel your Account at any time. You can cancel your Account within the Clinician menu pages (when you log in) and cease using the Services.
- 4.3. Effect of Account Termination or Cancellation.** In the event that your Account is terminated, suspended or cancelled, you will no longer have access to your Account and all devices that use healthie™ will no longer have access to the Service. In such event, the licenses granted under these Terms shall automatically terminate. All sales are final. There are no refunds. Any initial free license period must be cancelled before the next billing cycle to prevent a charge for the next period. If applicable, Pulse will bill you for through the method specified during account registration for any outstanding fees incurred prior to termination.

Last Updated: April 15, 2020

