

## SPARROW ACOUSTICS INC.

### STETHOPHONE TERMS & CONDITIONS

**YOU SHOULD CAREFULLY READ THE STETHOPHONE TERMS & CONDITIONS (the “Terms”) BEFORE USING SPARROW ACOUSTICS STETHOPHONE (“Stethophone”).** Stethophone, including all relevant content and functionality associated with Stethophone, are collectively referred to as the “Services.”

**BY CREATING A USER ACCOUNT AND USING THE SERVICES, YOU ARE CONSENTING TO BE BOUND BY THE TERMS. IF YOU DO NOT AGREE TO ACCEPT THE TERMS, DO NOT LOG IN TO OR USE THE SERVICES.**

Any information that Sparrow Acoustics Inc. (“**Sparrow Acoustics**” or “**We**”) collects through Your use of the Services is subject to the Stethophone Privacy Policy, which is part of these Terms.

By continuing to use the Services, You agree with the following:

You are at least 22 years old (18 years old – for Canada and Ukraine) or have been legally emancipated;

1. You understand and agree that these Terms are a legally binding agreement and the equivalent of a signed, written contract;
2. You will use the Services in a manner consistent with applicable laws and regulations and these Terms, as they may be amended by Sparrow Acoustics from time to time;
3. You understand, accept, and have received these Terms and the Stethophone Privacy Policy, and acknowledge and demonstrate that You can access these Terms and the Stethophone Privacy Policy at will; and
4. You understand and agree that You cannot make the modifications to Stethophone without the written consent of Sparrow Acoustics.

**If You do not agree with and accept the Terms, please discontinue all further use of the Services.** Do not log into Stethophone and immediately delete all files, if any, associated with the accompanying Services from Your computer or mobile device.

**ARBITRATION NOTICE: EXCEPT IF YOU OPT-OUT AND EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE DISPUTE RESOLUTION SECTION BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND SPARROW ACOUSTICS WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU AGREE NOT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. YOU CAN OPT-OUT OF THE ARBITRATION AGREEMENT BY CONTACTING [info@sparrowbioacoustics.com](mailto:info@sparrowbioacoustics.com) WITHIN THIRTY (30) DAYS OF ACCEPTING THESE TERMS.**

## Stethophone Terms & Conditions

Effective: October 31, 2024

Last Updated: October 31, 2024

**These Stethophone Terms & Conditions ("Stethophone Terms & Conditions" or "Terms") are a legal contract between you ("You/Your" or "User") and Sparrow Acoustics Inc. ("Us" or "We" or "Our" or "Sparrow Acoustics").** Sparrow Acoustics is the creator of Stethophone ("**Stethophone**" or the "**App**"). Stethophone, including all relevant content and functionality associated with Stethophone, are collectively referred to as "**Services.**" These Terms govern Your use of the Services and apply to healthcare providers, clinical staff, home users, and other consumers ("**Users**") who access and use the Services. By accepting these Terms and using the Services, You acknowledge that You have read, understand, and agree to Regulatory Information (which is a medical device label provided in Stethophone, hereinafter – the "**Regulatory Information**"), and the Stethophone Terms, Disclaimer, and Privacy Policy. Any capitalized terms not defined in these Terms are defined in the Stethophone Privacy Policy.

### WHAT ARE THE SERVICES?

Stethophone is intended to detect, amplify, filter, and transmit heart and lung sounds ("**Chest Sound Data**"). Stethophone is intended for use on adult patients. Stethophone is intended to be used by professional or lay users in a clinical or nonclinical environment. Stethophone is not intended for self-diagnosis.

To download Stethophone and use the Services, You must have a compatible iPhone model running at least Apple iOS 15: 6s, 6S Plus, SE 1st generation, 7, 7 Plus, 8, 8 Plus, X, XS, XS Max, XR, SE 2nd generation, 11, 11 Pro, 11 Pro Max, 12, 12 Pro, 12 Mini, 12 Pro Max, 13 mini, 13, 13 Pro, 13 Pro Max, SE 3rd generation, 14, 14 Plus, 14 Pro, 14 Pro Max, 15, 15 Plus, 15 Pro, 15 Pro Max, 16, 16 Plus, 16 Pro, 16 Pro Max. Stethophone is not intended for use on iPads or other devices that are not directly listed in the Regulatory Information. Sparrow Acoustics does not warrant that the Services will be compatible with Your particular mobile device. You acknowledge and agree that Sparrow Acoustics may, from time to time, issue updated versions of the Services (each, an "**Update**") and may automatically implement Updates to the version of the Services on Your mobile device. You also acknowledge and agree that these Terms apply to any and all Updates.

You may access and use the Services only in accordance with these Terms and You agree to comply with all applicable laws, rules, and regulations, including any other policies incorporated into these Terms, such as the Regulatory Information, Disclaimer, and the Stethophone Privacy Policy. Specifically, by agreeing to these Terms and using the Services, You understand that the directions for use and precautions listed in Regulatory Information are necessary to prevent misuse or impediment of the performance of the Services.

## WHAT DOES SPARROW ACOUSTICS NOT PROVIDE?

### ***No Medical Advice/Clinical Services***

BY ACCEPTING THESE TERMS, YOU AGREE AND ACKNOWLEDGE THAT SPARROW ACOUSTICS SOLELY PROVIDES AN APPLICATION THAT ENABLES YOU TO DETECT, AMPLIFY, FILTER, AND TRANSMIT HEART AND LUNG SOUNDS. SPARROW ACOUSTICS **DOES NOT** PROVIDE MEDICAL CARE (MEDICAL SERVICES) TO PATIENTS.

THE SERVICES CANNOT AND ARE NOT DESIGNED, INTENDED, OR APPROPRIATE TO REPLACE OR SUBSTANTIVELY IMPACT ANY RELATIONSHIP BETWEEN A HEALTHCARE PROVIDER AND PATIENT OR TO SELF-DIAGNOSE, PREVENT, CURE, ALLEVIATE, TREAT ANY DISEASE OR HEALTH CONDITION, OR TO ADDRESS SERIOUS, EMERGENT, OR LIFE-THREATENING MEDICAL CONDITIONS. THE SERVICES CAN BE USED AS DIAGNOSTIC SUPPORT WHEN MEDICAL PROFESSIONALS ARE MAKING THEIR DECISION. WE DO NOT PROVIDE CONTINUOUS MONITORING SERVICES AND WE DO NOT AUTOMATICALLY REVIEW OR MONITOR ANY INFORMATION THAT YOU RECORD OR STORE TO STETHOPHONE OR THE SERVICES OR ANY INFORMATION THAT YOU SHARE WITH THIRD PARTIES. STETHOPHONE IS NOT A PLATFORM FOR THE PROVISION OF MEDICAL CARE (MEDICAL SERVICES) AND/OR NOT A HEALTHCARE PROVIDER. SPARROW ACOUSTICS DOES NOT CARRY OUT ECONOMIC ACTIVITY IN THE FIELD OF MEDICAL PRACTICE. SPARROW ACOUSTICS IS NOT RESPONSIBLE FOR THE QUALITY OF MEDICAL CARE (MEDICAL SERVICES) PROVIDED TO THE USER BY THIRD PARTY USING STETHOPHONE. THE INDIVIDUAL USE OF STETHOPHONE BY THE USER CAN NOT REPLACE THE CONSULTATION WITH A DOCTOR.

STETHOPHONE IS INTENDED FOR USE BY USERS FOR PERSONAL, NON-COMMERCIAL PURPOSES. IF SOMEONE WANTS TO USE STETHOPHONE FOR CORPORATE USE OR COMMERCIAL PURPOSES, HE/SHE SHOULD MAKE A WRITTEN CONTRACT WITH SPARROW ACOUSTICS.

USERS USE STETHOPHONE AT THEIR OWN RISK. ALL SERVICES ARE PROVIDED "AS IS".

YOU, AS THE USER, ARE RESPONSIBLE FOR THE CHEST SOUND DATA AND EXAMINATION DATA THAT YOU RECORD AND STORE WITH STETHOPHONE AND THE SERVICES AND THE CHEST SOUND DATA AND EXAMINATION DATA YOU SHARE WITH THIRD PARTIES.

IF YOU ARE A HEALTHCARE PROVIDER, WE DO NOT SUPERVISE OR DIRECT YOU IN YOUR PROVISION OF HEALTHCARE SERVICES TO YOUR PATIENTS. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE MEDICAL OR CLINICAL SERVICES YOU ARE PROVIDING ARE SUITABLE, RELIABLE, TIMELY, OR ACCURATE FOR THE PATIENT, ALL OF WHICH ARE YOUR RESPONSIBILITY. FURTHER, WE DO NOT CONFIRM THE CREDENTIALS OF ANY HEALTHCARE PROVIDER.

## WHO IS ELIGIBLE TO USE THE SERVICES?

You must register to create an account ("**User Account**") to access the Services. The registration process begins when You enter Your email address in Stethophone (Your "**Registration Data**") and create a password. From there, You will receive an email with two-factor authentication to use the Services. You agree not to register for a User Account

on behalf of an individual other than Yourself unless You are legally authorized to bind such person to these Terms. By registering another person, You hereby represent that You are legally authorized to do so.

By registering an account and using the Services, **You represent and warrant as follows:**

1. You are at least 22 years old (18 years old – for Canada and Ukraine) or have been legally emancipated;
2. Your Registration Data is true, accurate, current, and complete;
3. You will update Your Registration Data as needed to maintain its accuracy;
4. You are authorized to create a User Account (either for Yourself or for another person);
5. You acknowledge and agree to these Terms, Regulatory Information, Disclaimer, and Stethophone Privacy Policy;
6. You are legally authorized to view information stored in Stethophone;
7. You are legally authorized to share information stored in Stethophone with third parties;
8. You are not located in a country that is subject to a United States, Canadian, or Ukrainian government embargo or that is designated by the United States, Canadian, or Ukrainian government as a “terrorist supporting” country, and You are not listed on any United States, Canadian, or Ukrainian government list of prohibited or restricted parties;

**NOTE:** THIS AGREEMENT IS VOID WHERE PROHIBITED BY LAW. DO NOT USE THE SERVICES WHERE PROHIBITED BY LAW.

9. YOU UNDERSTAND THAT YOUR USE OF THE SERVICES MAY INVOLVE OR REQUIRE THE TRANSMISSION OF SIGNIFICANT AMOUNTS OF DATA. YOU ARE RESPONSIBLE FOR ALL DATA CHARGES THAT MAY BE CHARGED BY YOUR WIRELESS CARRIER OR INTERNET SERVICE PROVIDER OR THAT MAY OTHERWISE ARISE FROM YOUR USE OF THE SERVICES.

## **HOW WILL SPARROW ACOUSTICS NOTIFY YOU OF CHANGES TO THESE TERMS?**

With the exception of the Arbitration Agreement (see “Dispute Resolution” section) included near the end of these Terms, Sparrow Acoustics reserves the right to change or modify these Terms at any time without prior notice to You. If We materially change or modify these Terms, We will let You know by posting a new version of the Terms for Your acceptance on Your next login into Stethophone.

If You continue to use the Services after We have informed You of the changes, You agree to be bound by the modified Terms. If You do not accept the changes, You should immediately stop using the Services and delete all files associated with the Services on Your mobile device.

## **WHO OWNS THE SERVICES?**

### ***Services Ownership and Use***

Sparrow Acoustics owns the Services, including all content and functionality You access through the Services. Subject to Your compliance with these Terms, Sparrow Acoustics

grants You a non-exclusive, non-sublicensable, revocable, non-transferable license to use the Services by accessing Stethophone on Your mobile device. **THE SERVICES ARE FOR YOUR PERSONAL AND NON-COMMERCIAL USE ONLY AND YOU MAY NOT RESELL, TRANSFER, DISTRIBUTE, OR SUBLICENSE YOUR ACCESS TO STETHOPHONE OR THE SERVICES.** You may not use the Services for any other purpose than what is allowed under these Terms without express written permission from Sparrow Acoustics.

BY DOWNLOADING AND USING THE SERVICES, YOU ACKNOWLEDGE THAT (I) THE SERVICES ARE LICENSED, NOT SOLD TO YOU, AND (II) THIRD-PARTY TERMS AND FEES MAY APPLY TO YOUR USE AND OPERATION OF YOUR MOBILE DEVICE IN CONNECTION WITH YOUR USE OF THE SERVICES, INCLUDING YOUR MOBILE CARRIER'S TERMS OF SERVICE AND FEES FOR MOBILE DEVICE SERVICE, DATA ACCESS, OR MESSAGING CAPABILITIES AND THAT YOU ARE RESPONSIBLE FOR PAYMENT OF ANY AND ALL SUCH FEES.

Your license to Services is subject to your prior acceptance of the Stethophone Terms, Regulatory Information, Disclaimer, and Privacy Policy.

You may not use the Sparrow Acoustics name, trademarks, service marks, or logos, or those of third parties appearing on the Services in any advertising or publicity or to otherwise indicate Sparrow Acoustics or any third party as having sponsorship or affiliation with any product or service without express written permission from Sparrow Acoustics or such third party.

### ***Personal Data Ownership and Use***

***The provisions regarding processing and protection of your personal data are defined in Stethophone Privacy Policy.*** As defined in the Stethophone Privacy Policy, You own Your Personal Data and any other information You submit in or through the Services (collectively, "**User Information**"). If You are entering someone else's information into the Services, You represent and warrant that You have permission to do so. In order to provide You with the Services, You grant Sparrow Acoustics a perpetual, non-exclusive, fully paid and royalty-free, transferable, sublicensable, free-of-charge, worldwide permission/license to use Your User Information for the purpose of providing the Services, subject to the restrictions in the Stethophone Privacy Policy. You also agree to allow Sparrow Acoustics to de-identify and anonymize Your User Information, in accordance with the Stethophone Privacy Policy, and to use or disclose such de-identified and/or anonymized information for any purpose.

### ***Apple App Store***

Stethophone can only be downloaded from the App Provider in countries where it has received regulatory approval.

If You downloaded Stethophone from the Apple App Store (the "**App Provider**"), by agreeing to these Terms, You acknowledge that You understand and agree to the following:

1. The Terms are only between You and Sparrow Acoustics, and not between You and the App Provider. Only Sparrow Acoustics is responsible for Stethophone (not the App Provider);
2. The App Provider has no obligation to furnish any maintenance or support services with respect to Stethophone;
3. Sparrow Acoustics is not responsible for any App Provider failures or disruptions related to providing you our Services and directly and indirectly affecting your usage of Services;
4. Sparrow Acoustics is not responsible for any hardware failures and assumes no responsibility for the safety or performance of the mobile device on which You access Stethophone;
5. In the event of any failure of Stethophone to conform to any applicable warranty: (i) You may notify the App Provider and the App Provider will refund the purchase price for Stethophone 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 Stethophone, and (iii) any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Our responsibility;
6. The App Provider is not responsible for addressing any claims You have or any claims of any third party relating to Stethophone or Your possession and use of Stethophone, including, but not limited to: (i) product liability claims; (ii) any claim that Stethophone fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation;
7. In the event of any third-party claim that Stethophone or Your possession and use of Stethophone infringes that third party's intellectual property rights, the App Provider will not be responsible for the investigation, defense, settlement, or discharge of any such intellectual property infringement claim; and
8. The App Provider and its subsidiaries are third-party beneficiaries of this Agreement as it relates to Your license of Stethophone. This means that, 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 Stethophone against You.

If You downloaded Stethophone from the App Provider, the license granted to You in these Terms is non-transferable and is for use of Stethophone on any Apple products that You own or control.

You agree that We and App Provider may collect and use technical data and related information—including but not limited to technical information about Your device, system and application software, and peripherals—that is gathered periodically to facilitate the provision of software updates, product support, marketing, and other services to you (if any) related to the Terms. We and App Provider may use this information, as long as it is in a form that does not personally identify You, to improve its products or to provide services or technologies to You.

### **WHAT ARE YOU NOT ALLOWED TO DO WITH THE SERVICES?**

You may use the Services only for lawful purposes and in accordance with these Terms. In addition, We impose certain restrictions on Your use of the Services. While using the Services, **You shall not:**

1. Provide false, misleading, or inaccurate information to Us or any other user;
2. Use the Services (i) for any commercial purpose; (ii) for the benefit of any third party or, if You are a healthcare provider, any third party who is not Your patient; or (iii) in any manner not permitted by these Terms and the intended use of the Stethophone device;
3. Impersonate or attempt to impersonate Us, one of Our employees, another User, or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing);
4. Use or attempt to use any manual process, engine, software, tool, agent, or other device or mechanism (including, without limitation, browsers, spiders, robots, avatars, or intelligent agents) to harvest, monitor, or otherwise collect information from the Services for any use, including, without limitation, use on third-party websites, without Our consent;
5. Use the Services in any manner that could disable, overburden, damage, or impair the Services or interfere with any other party's use of the Services, including their ability to use the Services;
6. Access content or data not intended for You, or log onto a server or account that You are not authorized to access;
7. Violate any applicable federal, state, provincial, territorial, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States, Canada, Ukraine, or other countries);
8. Attempt to probe, scan, or test the vulnerability of the Services or any associated system or network, or breach security or authentication measures without proper authorization;
9. Interfere or attempt to interfere with the use or functionality of the Services by any other User, host, or network, including, without limitation, by means of submitting a virus, trojan horse, worm, logic bomb, or other material, which is malicious or technologically harmful, overloading, "flooding," "spamming," "mail bombing," or "crashing;"
10. Forge any TCP/IP packet header or any part of the header information in any e-mail or in any uploading or posting to, or transmission, display, performance, or distribution by means of, the Services;
11. Transmit any unsolicited advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
12. Upload, publish, submit, or transmit any content that: (i) infringes, misappropriates, or violates a third party's patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading, or deceptive; (iv) is defamatory, obscene, pornographic, vulgar, or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances;
13. Exploit, harm, or attempt to exploit or harm minors in any way;

14. Avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Us, You, or any other third party (including another User) to protect the Services;
15. Attempt to modify, copy, reverse-engineer, remanufacture, decompile, disassemble, attempt to derive the source code of, create derivative works of the Services, any updates, or any part thereof, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by Us in providing the Services. Any violation of this section may subject You to civil and/or criminal liability;
16. Engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by Us, may harm Us or users of the Services or expose them to liability, or otherwise interfere with or attempt to interfere with the proper working of the Services;
17. Attack the Services via a denial-of-service attack or a distributed denial-of-service attack;  
or
18. Encourage or enable any other individual to do any of the above.

Sparrow Acoustics is not obligated to monitor Your use of the Services, but We may do so to ensure Your compliance with these Terms, and/or to respond to law enforcement or other government agencies if and when We are required to. Sparrow Acoustics reserves the right to suspend or terminate Your use of the Services without notice to You if You partake in any of the prohibited uses described above.

### HOW SHOULD YOU PROTECT YOUR LOGIN INFORMATION?

You need to create a username and password ("**Your User Credentials**") to access and use the Services. You are solely responsible for (i) maintaining the strict confidentiality of Your User Credentials, (ii) not allowing another person to use Your User Credentials to access the Services, and (iii) any and all damages or losses that may be incurred or suffered as a result of any activities that occur under Your User Credentials, regardless of whether You were aware of those activities. You agree to immediately notify Sparrow Acoustics in writing by email of any unauthorized use of Your User Credentials or any other compromise of the security of Your User Account.

By using the Services, you agree to take the cybersecurity precautions, specified in the Regulatory Information.

WE WILL NOT BE LIABLE FOR ANY LOSS THAT YOU INCUR AS A RESULT OF SOMEONE ELSE USING YOUR PASSWORD, EITHER WITH OR WITHOUT YOUR KNOWLEDGE. WE ARE NOT AND SHALL NOT BE LIABLE FOR ANY HARM ARISING FROM OR RELATING TO THE THEFT OF YOUR USER CREDENTIALS AND/OR ANY RESULTING ACCESS TO YOUR PERSONAL DATA (INCLUDING PERSONAL DATA YOU SHARE WITH THIRD PARTIES), YOUR DISCLOSURE OF YOUR USER CREDENTIALS, OR THE USE OF YOUR USER CREDENTIALS BY ANOTHER PERSON OR ENTITY REGARDLESS OF WHETHER YOU WERE AWARE OF SUCH USE.

You may be held liable for any losses incurred by Sparrow Acoustics and/or its affiliates, officers, directors, and representatives due to someone else's use of Your User Account or password, regardless of whether You were aware of such use, unless otherwise provided by national legislation.

## HOW DOES SPARROW ACOUSTICS PROTECT YOUR PRIVACY?

Sparrow Acoustics values Your privacy and is committed to keeping Your Personal Data confidential. Please see the Stethophone Privacy Policy for an explanation of Our privacy practices, the data We collect from You, how We use that data, and Your rights regarding Your data. By clicking “By selecting, I clearly consent to Sparrow Acoustics Inc. processing of my personal and health data on the terms and conditions and in the manner described in the Privacy Policy”, you are acknowledging that you have read, understand, and agree to the provisions of the Stethophone Privacy Policy and affirm that the Stethophone Privacy Policy is a part of these Terms.

By using the Services and accepting these Terms, You further acknowledge that Sparrow Acoustics may share Your Personal Data with third parties as described in the Stethophone Privacy Policy, and will seek Your consent before doing so where required.

Even if shared via Stethophone, We are not responsible to You or any third party for a third party’s processing of Personal Data obtained even via Stethophone, including any collection, use, disclosure, storage etc., or for the loss or illegal or other processing of Personal Data, whether or not such act violates applicable law.

Account security at risk: If We suspect Your account has been hacked or compromised, We may suspend it until it can be secured and restored to You, the account owner, in order to reduce potentially malicious activity caused by the compromise.

## MOBILE DEVICE AND INTERNET ACCESS

You are responsible for obtaining, installing, maintaining, and operating all software, hardware, or other equipment (collectively, "**Systems**") necessary for You to access and use the Services. This includes, without limitation, using modern wireless headphones, obtaining Internet or cellular data services, using up-to-date operating systems, and maintaining the best commercially available security measures, including the measures described in Regulatory Information. You are responsible for the security of the Systems used to access the Services and for the transmission and receipt of information using such Systems. We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet, Your mobile device, or Your Systems.

THERE ARE ALWAYS CERTAIN SECURITY AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET, AND YOU EXPRESSLY ASSUME SUCH RISKS.

## OPTING OUT OF COMMUNICATIONS FROM SPARROW ACOUSTICS

We may send communications, including emails, to You regarding Your User Account, the Services, Stethophone, or to obtain feedback. You can choose to filter any User Account and Services emails using Your email settings, but We do not provide an option for You to opt out of these communications.

In accordance with the Privacy Policy, We may process Your personal data for the purpose of sending You newsletters, marketing, advertisements, promotional materials, other messages not related to Your User Account or the Services. You can opt out of receiving these messages in the manner specified in the Privacy Policy.

## THIRD PARTIES AND THIRD-PARTY SITES

### ***Third-Party Websites***

In the event You are introduced to the Services that allow You to access websites that do not belong to or are not controlled by Us (collectively, **“Third-Party Sites”**), You will leave Stethophone and be redirected to website owned and controlled by an external third party. You acknowledge and agree that the Third-Party Sites may have different privacy policies, terms of use, user guides, and/or business practices (collectively, **“Third-Party Rules”**) than Us, and that Your use of such Third-Party Sites is governed exclusively by the respective Third-Party Rules. Any links to Third-Party Sites provided to You are intended solely as a convenience, and We do not verify, make any representations, or take responsibility for such Third-Party Sites, including, without limitation, the truthfulness, accuracy, quality, or completeness of the content, application, links displayed, and/or any other activities conducted on or through such Third-Party Sites.

YOU AGREE THAT WE WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, BUSINESS PRACTICES, INFORMATION, RESOURCES, APPLICATIONS, AND OTHER CONTENT (**“Third Party Matters”**) AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE THIRD PARTY MATTERS.

Any reference in the Services to any product, service, publication, institution, organization of any third-party entity, or individual does not constitute or imply Our endorsement or recommendation.

### ***Third-Party Services***

To the extent any features, aspects, products, or services offered through the Services are provided, in whole or in part, by third parties (**“Third-Party Services”** as provided by **“Third-Party Service Providers”**), You may be subject to additional terms and conditions. To the extent applicable, You will receive a notification and have the opportunity to accept such terms and conditions. IF YOU DO NOT UNDERSTAND OR DO NOT AGREE TO BE BOUND BY THOSE ADDITIONAL TERMS AND CONDITIONS, DO NOT USE THE RELATED THIRD-PARTY SERVICES.

In the event of any inconsistency between terms of use relating to Third-Party Services and these Terms, those additional terms and conditions will control with respect to such Third-Party Services. Third-Party Service Providers may collect and use certain information about You, as specified in the Third-Party Service Provider’s privacy policies. Prior to providing information to any Third-Party Service Provider, You should review their privacy policy. IF YOU DO NOT UNDERSTAND OR DO NOT AGREE TO THE TERMS OF A THIRD-PARTY SERVICE PROVIDER’S PRIVACY POLICY OR TERMS OF USE, YOU SHOULD NOT USE THE RELATED THIRD-PARTY SERVICES. WE WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE FOR ANY OF YOUR INFORMATION COLLECTED OR USED BY THIRD-PARTY SERVICE PROVIDERS.

## SUBSCRIPTION TERMS AND CONDITIONS

Subscription, or Premium Subscription, is a digital service that is made available by Us so that We may provide paying users with additional features and capabilities in relation to the free stethoscope functionality. Subscription features may include recording, storing, playing back, and visualizing sound recordings, enabling additional sound filters, and more.

When purchasing the Subscription, You assent to the current Subscription fees, the available Subscription model and duration of the Subscription as well as all provided features, benefits, capabilities and service level as they had been disclosed to You at the time of purchase on the Choose Your Plan screen of Stethophone.

Some features, capabilities and benefits may not be available in all countries. We will disclose which features or subscriptions are available to You when You are signing up for a particular subscription. Please reach out to Our support team prior to purchasing a subscription should You have any questions as to the functionalities, their availability, or pricing.

Note that any subscription We may offer may be discontinued in the future, in which case You will no longer be charged for the subscription You had signed up for.

### ***Accessing and Downloading from App Provider***

Services may be licensed via the App Provider through subscription. Unless otherwise specified, purchases made via the App Provider are also subject to the terms and conditions of the App Provider, which, in case of any inconsistency or conflict, shall always prevail upon these Terms. Users purchasing through the App Provider must therefore read such terms and conditions of sale carefully and accept them. Users do not acquire any rights to use the purchased Services until the total purchase price is received by the owner.

### ***Free Trial***

We may provide our Services for a specified trial period free-of-charge, without payment or at a reduced rate (the **"Free Trial"**). If such Free Trial is available, it will be offered to You on sign-up with Stethophone. We may also offer special promotional plans, memberships, or services, whereby the Free Trial and all of our other active offers and their availability/requirements shall always be disclosed on the Choose Your Plan screen of Stethophone at the time of sign-up.

By committing to a Free Trial, You agree to being bound by these Terms and the pricing/subscription extension conditions that had been disclosed to You on the Choose Your Plan screen of Stethophone during sign-up. By subscribing/signing up for a free trial you agree to Stethophone Regulatory Information, Disclaimer, Terms & Conditions and Privacy Policy.

The trial period shall automatically convert into the equivalent paid Services unless the You cancel the subscription before the trial period ends.

## ***Subscriptions***

Subscriptions allow You to receive Services continuously or regularly over time. You may subscribe to Services using the Apple ID associated with Your App Provider account. When doing so, You acknowledge and accept that

- any payment due shall be charged to Your Apple ID account;
- subscriptions are automatically renewed for the same duration unless the You cancel at least 24 hours before the current period expires;
- any and all fees or payments due for renewal will be charged within 24-hours before the end of the current period;
- subscriptions can be managed or canceled in Your App Provider account settings.

The above shall prevail upon any conflicting or diverging provision of these Terms.

## ***Subscription Service Limitations and Modifications***

We shall use reasonable care and skill to keep the Subscription operational. However, the features and other Subscription offerings and their availability may change from time to time without liability to You (such as temporary interruptions and outages due to technical difficulties, maintenance or testing, changes required by new laws or updates).

If we perform general changes or changes to the Subscription fees (together: “Changes”), we will inform You in text form (for example via e-mail) about the Changes and the reasons for the Changes within a reasonable period of at least 10 days before the Changes take effect. You may reject the Changes by cancelling Your subscription and/or deleting Your user account. Your consent will be deemed to have been given, if You have not rejected the Changes within a period of 10 days after receipt of the information. In this case the Changes will apply from the date that we have notified you in text form (e.g. by email). Changes to the Subscription fee will however not apply until the next Subscription fee is due.

## ***Payment***

If You had not notified us before your Free Trial period expired that You want to end Your Subscription at this date or did not cancel Your Subscription for the next period, We will automatically charge the then-applicable periodic Subscription fee using the payment method connected to Your Apple ID account.

Payment will be charged to your Apple ID account at the confirmation of purchase. Subscription automatically renews unless it is canceled at least 24 hours before the end of the current period. You can cancel anytime.

If Your preferred payment method becomes invalid during Your Subscription period, or if the charge is refused for any other reason outside our control, You authorize Us to use any other payment method We have on file in connection with Your past purchase or user account. If all Your payment methods on file are declined, You must provide us a new eligible payment method, by contacting our support team or by updating Your Apple ID

payment method. We reserve the right to terminate your Subscription until we receive valid payment.

### ***Cancellation and Refunds***

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**Conversions.** When it comes to paying for Services, Your credit card company or Your bank will charge You in the currency defined by subscription. However, You shall be debited in the currency of Your credit card or bank account and the bank will convert Your payment automatically to the charged currency when You pay. This amount may differ from the informational converted prices shown due to currency fluctuations. We are not responsible for any changes in currency rates and charged amounts from Your local currency to currency of payment that may occur between the time of checkout and the time Your payment is made.

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**Internet connection costs.** You shall be solely responsible for all phone provider or internet connection costs when using our Services.

## YOUR REPRESENTATIONS AND WARRANTIES

In addition to other representations and warranties contained throughout the Terms and Privacy Policy, You represent and warrant that Your use of the Services will be in accordance with these Terms and all applicable laws, regulations, rules, and Sparrow Acoustics policies and procedures (to the extent such policies and procedures are communicated to You). Specifically, **YOU REPRESENT AND WARRANT THAT YOU ARE LEGALLY AUTHORIZED TO SHARE PERSONAL DATA (BELONGING TO YOURSELF OR OTHERS ON WHOSE BEHALF YOU ARE SUBMITTING SUCH PERSONAL DATA) WITH US AND WITH THIRD PARTIES WHOM YOU AUTHORIZE.** Further, You represent and warrant that You will omit any personally identifiable information or protected health information (PHI) that may violate HIPAA provisions, especially when sharing recordings with others. As a healthcare provider, You are responsible for maintaining HIPAA compliance when sharing patient recordings.

## WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY

### **No Warranties**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK. TO THE STETHOPHONE AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND SPARROW ACOUSTICS HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO STETHOPHONE AND SERVICES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND OF NONINFRINGEMENT OF THIRD-PARTY RIGHTS. SHOULD STETHOPHONE OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

SPARROW ACOUSTICS MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. SPARROW ACOUSTICS MAKES NO WARRANTY REGARDING THE QUALITY OF ANY PRODUCTS, APPLICATIONS, OR MATERIALS OF DEVICES WHERE YOU USE STETHOPHONE, OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS, OR RELIABILITY OF ANY CONTENT OBTAINED THROUGH THE SERVICES.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM SPARROW ACOUSTICS OR THROUGH STETHOPHONE OR MATERIALS, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE IN THESE TERMS.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH THE SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, PATIENTS, HEALTHCARE PROVIDERS, AND OTHER AUTHORIZED THIRD PARTIES.

SPARROW ACOUSTICS CANNOT ALWAYS FORESEE OR ANTICIPATE TECHNICAL OR OTHER DIFFICULTIES THAT MAY RESULT IN FAILURE TO OBTAIN DATA OR LOSS OF DATA, PERSONALIZATION SETTINGS, OR OTHER SERVICE INTERRUPTIONS. SPARROW ACOUSTICS CANNOT ASSUME RESPONSIBILITY FOR THE TIMELINESS, ACCURACY, DELETION, NON-DELIVERY, OR FAILURE TO STORE ANY USER DATA, COMMUNICATIONS, OR PERSONALIZATION SETTINGS. IT IS YOUR RESPONSIBILITY TO BACK UP ANY INFORMATION YOU ENTER INTO STETHOPHONE.

THE ABOVE PARAGRAPHS APPLY TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW. SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES, IN PARTICULAR A DISCLAIMER OF WARRANTIES PROVIDED OR IMPLIED BY LAW, SUCH AS LEGAL GUARANTEES OF CONFORMITY FOR GOODS OFFERED TO CONSUMERS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

### ***Responsibility for Loss or Damage***

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. YOU WILL NOT HOLD SPARROW ACOUSTICS OR ITS THIRD-PARTY SERVICE PROVIDERS, LICENSORS, OR SUPPLIERS, AS APPLICABLE, RESPONSIBLE FOR ANY LOSS OR DAMAGE THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OR DAMAGE TO OR ANY IMPROPER USE OF YOUR MOBILE DEVICES OR DATA.

### ***Limitation of Liability***

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICES REMAINS WITH YOU. NEITHER SPARROW ACOUSTICS, NOR APP PROVIDER, NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, LOSS OF GOODWILL, SERVICE INTERRUPTION, SMARTPHONE OR OTHER DEVICE DAMAGE OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE PRODUCTS OR APPLICATIONS, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY, **ANY NEGATIVE EMOTIONAL REACTIONS**, OR ANY OTHER EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO

USE THE SERVICES, OR FROM ANY COMMUNICATIONS, INTERACTIONS, OR MEETINGS WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES, REGARDLESS OF THE REASON FOR THEIR OCCURRENCE WHETHER OR NOT SPARROW ACOUSTICS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

**IF YOU ARE DISSATISFIED WITH THE SERVICES OR THESE TERMS, YOUR ONLY REMEDY IS TO DISCONTINUE USING THE SERVICES.**

SPARROW ACOUSTICS IS NOT LIABLE TO YOU OR ANY PERSON FOR ANY DECISION MADE OR ACTION TAKEN IN RELIANCE UPON INFORMATION INCLUDED IN THE SERVICES. SPARROW ACOUSTICS IS NOT LIABLE TO ANY PERSON FOR ANY HARM CAUSED BY YOUR MISUSE OF SERVICES, NEGLIGENCE OR MISCONDUCT, WHETHER OR NOT RELYING UPON INFORMATION COLLECTED, GENERATED, OR STORED VIA THE SERVICES. BECAUSE SOME PROVINCES, TERRITORIES, COUNTRIES AND/OR STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH PROVINCES, TERRITORIES, COUNTRIES AND/OR STATES, THE LIABILITY OF SPARROW ACOUSTICS IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED THE AMOUNT OF HUNDRED (\$100.00) DOLLARS. ANY CLAIM ARISING FROM THE USAGE OF THE SERVICES MUST BE BROUGHT WITHIN TWO (2) YEARS OF THE OCCURRENCE OF THE EVENT FROM WHICH THE CLAIM AROSE.

SPARROW ACOUSTICS IS NOT LIABLE FOR THE USE OF STETHOPHONE AND SERVICES BY USERS IN COUNTRIES WHERE PROPER AND SUFFICIENT AUTHORIZATION OF THE SERVICES IS NOT GRANTED. SEE REGULATORY INFORMATION FOR THE LIST OF COUNTRIES WHERE STETHOPHONE HAS PASSED THE REGULATORY AUTHORIZATION AS A MEDICAL DEVICE.

## **INDEMNIFICATION**

**YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SPARROW ACOUSTICS AND ITS REPRESENTATIVES FROM ANY LIABILITY, LOSS, CLAIM, SUIT, DAMAGE, AND EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR ACCESS TO OR USE OF THE SERVICES, YOUR SHARING OF DATA WITH THIRD PARTIES, YOUR VIOLATION OF THESE TERMS, OR ANY NEGLIGENT OR WRONGFUL CONDUCT BY YOU OR RELATED TO YOUR USER ACCOUNT BY YOU OR ANY OTHER PERSON ACCESSING THE SERVICES THROUGH YOUR USER ACCOUNT, REGARDLESS OF WHETHER YOU WERE AWARE OF SUCH USE, UNLESS OTHERWISE PROVIDED BY NATIONAL LEGISLATION.**

**IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

## PROVIDING FEEDBACK TO SPARROW ACOUSTICS

We welcome and encourage You to provide feedback, comments, and suggestions for improvements to the Services (“**Feedback**”). You may submit Feedback in the Stethophone Feedback section or by emailing Us at [info@sparrowbioacoustics.com](mailto:info@sparrowbioacoustics.com). You acknowledge and agree that if You submit any Feedback to Us, You grant Us a non-exclusive, worldwide, perpetual, irrevocable, fully paid, royalty-free, sub-licensable, and transferable license under any and all intellectual property rights that You own or control to use, copy, modify, create derivative works based upon, and otherwise exploit the Feedback for any purpose.

## USER ACCOUNT TERMINATION

If You breach any of these Terms, We may suspend or disable Your User Account or terminate Your access to the Services without prior notice to You. There may be other instances where We may need to terminate Your access to the Services that are not related to any of Your actions or inactions. We reserve the right to terminate Your access to and use of the Services at any time, with or without cause.

Sparrow Acoustics can block access for a version of Stethophone that was recalled, but the User can get access to a newer version of Stethophone when and if it becomes available.

If You wish to terminate Your User Account, please do so by deleting the account in Stethophone Settings or by contacting Sparrow Acoustics at [info@sparrowbioacoustics.com](mailto:info@sparrowbioacoustics.com). You can also immediately discontinue Your use of the Services, and delete all files associated with the Services from Your mobile device.

## DISPUTE RESOLUTION

### **\*PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS\***

You agree that any dispute between You and Sparrow Acoustics arising out of or relating to these Terms will be governed by the dispute resolution procedure outlined below. We want to address Your concerns without needing a formal legal case, so We have included a tiered dispute resolution process. This Dispute Resolution section may be modified by written agreement between You and Sparrow Acoustics.

### ***Informal Dispute Resolution***

Before filing a claim against Sparrow Acoustics, You agree to try to resolve the dispute informally by contacting [legal@sparrowbioacoustics.com](mailto:legal@sparrowbioacoustics.com). Most user concerns can be resolved quickly and to Your satisfaction through email. Any time when You have a complaint about the Services or simply want to leave feedback or share your opinion, please reach out to Our support: for the USA [us-support.stethophone.com](https://us-support.stethophone.com), for Canada [ca-support.stethophone.com](https://ca-support.stethophone.com), for Ukraine [ua-support.stethophone.com](https://ua-support.stethophone.com).

### ***Arbitration Agreement***

In the unlikely event that Our support team is unable to resolve a complaint (or if We have not been able to resolve a dispute with You after attempting to do so informally), You agree to resolve the dispute through binding arbitration. Arbitration, which is often less expensive, faster, and less formal than a lawsuit in court, uses a neutral arbitrator instead of a judge or jury. Arbitrators can award the same damages and relief that a court can award, and may, but do not have to, award legal fees, arbitrator's fees and costs, and other costs incurred by the party that does not win the dispute. You agree that any dispute will be exclusively, fully, and finally resolved using binding arbitration through the American Health Lawyers Association ("**AHLA**").

### ***Arbitration Procedure***

You and Sparrow Acoustics agree to employ three (3) arbitrators (the "**Panel**"), where one arbitrator (1) is selected by You, one (1) arbitrator is selected by Sparrow Acoustics, and the third (3<sup>rd</sup>) arbitrator is selected by mutual consent of You and Sparrow Acoustics. If You and Sparrow Acoustics cannot agree upon the third arbitrator, the first two (2) arbitrators chosen shall select the third arbitrator. The selection decision shall be binding.

The arbitration shall 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 shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties. Any judgment on the award rendered by the Panel may be entered in any court of competent jurisdiction.

Any claim or dispute arising under these Terms must be initiated by arbitration within two (2) years from its accrual date. Any claim or dispute initiated two (2) years or longer from its accrual date shall be time-barred and dismissed.

### ***Cost of Arbitration***

You and Sparrow Acoustics shall each pay 50% of all mediator and/or arbitrator costs, expenses, and fees incurred in connection with mediating and/or arbitrating under these Terms.

### ***Exceptions to Agreement to Arbitrate***

Sparrow Acoustics may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Services or infringement of intellectual property rights (for example, trademark, trade secret, copyright, or patent rights) without first engaging in the informal dispute-resolution process described above.

YOU MAY ONLY RESOLVE DISPUTES WITH SPARROW ACOUSTICS ON AN INDIVIDUAL BASIS, AND MAY NOT BRING A CLAIM AS A PLAINTIFF OR A CLASS MEMBER IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT ALLOWED UNDER THESE TERMS.

### ***Opt Out of Alternative Dispute Resolution Process***

**Notwithstanding the above, You can decline ("opt out") of the alternative dispute resolution process described above by contacting [legal@sparrowbioacoustics.com](mailto:legal@sparrowbioacoustics.com)**

**within thirty (30) days of first accepting these Terms and stating that You (first and last name) decline this dispute resolution process. Otherwise, you must resolve any dispute with Sparrow Acoustics through the dispute resolution process described above. YOU UNDERSTAND AND AGREE THAT, BY NOT OPTING OUT OF THE ALTERNATIVE DISPUTE RESOLUTION PROCESS DESCRIBED, YOU WAIVE ANY RIGHT TO A JURY TRIAL TO WHICH YOU MAY OTHERWISE BE ENTITLED IN CONNECTION WITH ANY ACTION OR LITIGATION IN ANY WAY ARISING OUT OF OR RELATED TO THESE TERMS.**

If You are a United States resident and You opt out of the dispute resolution process described in this section, or if any matter is otherwise determined not to be subject to such dispute resolution process, You submit to the exclusive jurisdiction of any state or federal court sitting in the State of Delaware within twenty-five (25) miles of Kent, Delaware in any legal proceeding arising out of or relating to these Terms.

If You are a Canadian resident and You opt out of the dispute resolution process described in this section, or if any matter is otherwise determined not to be subject to such dispute resolution process, You submit to the exclusive jurisdiction of any court sitting in Halifax, Nova Scotia, Canada in any legal proceeding arising out of or relating to these Terms.

If You are a Ukrainian resident and You opt out of the dispute resolution process described in this section, or if any matter is otherwise determined not to be subject to such dispute resolution process, You submit to the exclusive jurisdiction of the courts of Ukraine determined in accordance with the national jurisdictional rules, in any legal proceeding arising out of or relating to these Terms.

You agree that any and all claims and matters arising out of these Terms, unless subject to the dispute resolution process described above, may be heard and determined in any such court, and You hereby waive any right to object to such filing on grounds of improper venue, forum non-convenience, or other venue-related grounds, unless such objection asserts that the claim or matter in dispute is subject to determination through the dispute resolution process described above.

## **GENERAL CONTRACT TERMS**

### ***Entire Agreement***

These Terms, Stethophone Privacy Policy, Disclaimer, Regulatory Information, and any other terms incorporated by reference, constitute the entire and exclusive understanding and agreement between Sparrow Acoustics and You regarding the Services, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Sparrow Acoustics and You regarding the Services.

### ***Governing Law***

If You are a United States resident, these Terms shall be governed by the laws of the State of Delaware without reference to its conflict of laws provisions. If You are a Canadian resident, these Terms shall be governed by the laws of Nova Scotia, Canada without reference to its conflict of laws provisions. If You are a Ukrainian resident, these Terms shall be governed by the civil laws of Ukraine without reference to its conflict of laws provisions.

## **Assignment**

You may not assign or transfer these Terms, by operation of law or otherwise, without prior written consent from Sparrow Acoustics. Any attempt by You to assign or transfer these Terms, without such consent, will be null and of no effect. Sparrow Acoustics may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.

## **Notices**

Any notices or other communications permitted or required under these Terms, including those regarding modifications to these Terms, will be in writing and given: (i) by Sparrow Acoustics via email (in each case to the address that You provide); and/or (ii) by posting in Stethophone. For notices made by email, the notice will be effective as of the date the notice is first transmitted. You agree that any notice received from Sparrow Acoustics electronically satisfies any legal requirement that such notice be in writing. YOU ALONE ARE RESPONSIBLE FOR ENSURING THAT YOUR EMAIL ADDRESS ON FILE WITH SPARROW ACOUSTICS (YOUR STETHOPHONE ACCOUNT REGISTRATION EMAIL) IS ACCURATE AND CURRENT, AND NOTICE TO YOU SHALL BE DEEMED EFFECTIVE UPON THE SENDING OF AN EMAIL TO THE ADDRESS WE HAVE ON FILE.

You shall give any notice to Sparrow Acoustics by email to: [legal@sparrowbioacoustics.com](mailto:legal@sparrowbioacoustics.com). Notice to Sparrow Acoustics shall be effective upon receipt of notice by Sparrow Acoustics.

## **No Inadvertent Waiver**

The failure of Sparrow Acoustics to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Sparrow Acoustics.

## **Severability**

If any provision of these Terms is determined to be invalid, illegal, or unenforceable, the remaining provisions of these Terms remain in full force, provided that the essential terms and conditions remain valid, binding, and enforceable and the economic and legal substance of the transactions contemplated by these Terms are materially preserved.

## **Intellectual Property Rights**

**“Intellectual Property Rights”** means all intellectual property rights or similar proprietary rights, including (i) patent rights and utility models, (ii) copyrights and database rights, (iii) trademarks, trade names, domain names, and trade dress and the goodwill associated therewith, (iv) trade secrets, (v) mask works, and (vi) industrial design rights; in each case, including any registrations of, applications to register, and renewals and extensions of, any of the foregoing in any jurisdiction in the world.

As between You and Us, all right, title, and interest, including all Intellectual Property Rights, in the Services, any related materials, logos, products, and documentation, and any

other property or materials furnished or made available hereunder, and all modifications and enhancements thereof, belong to and are retained solely by Sparrow Acoustics or its licensors, vendors, and affiliates, as applicable. All rights not expressly granted are reserved by Us. Any use of the Services not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

### **Acknowledgements**

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### **Remedies**

Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If, for any reason, a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of these Terms will remain in full force and effect.

### **Contacting Sparrow Acoustics**

Please feel free to contact Us if You have any questions about these Terms and/or any other documents referenced in these Terms. You may contact Us at [legal@sparrowbioacoustics.com](mailto:legal@sparrowbioacoustics.com) or at our mailing address:

Sparrow Acoustics Inc.

2416 Natura Drive  
Lucasville, Nova Scotia  
Canada, B4B 0X3

95 Water Street  
P.O Box 5383, Stn C  
St John's, Newfoundland and Labrador  
Canada, A1C 1A5

### **Data Security Officer:**

Aliaksei Minkevich  
[aliaksei.minkevich@sparrowacoustics.com](mailto:aliaksei.minkevich@sparrowacoustics.com)

**Data Privacy Officer:**

Yury Krainik

[yury.krainik@sparrowacoustics.com](mailto:yury.krainik@sparrowacoustics.com)