ENGLISH

ADELINE LABS INC.
TERMS OF SERVICE AND SOFTWARE LICENCE AGREEMENT

PLEASE READ THIS SOFTWARE LICENCE AGREEMENT ("LICENCE") AND TERMS OF SERVICE CAREFULLY. BY USING HEALTH PRO FOR iOS ("HEALTH PRO") OR OTHER SOFTWARE/SERVICES PROVIDED BY ADELINE LABS INC. ("ADELINE LABS"), YOU ARE AGREEING TO BE BOUND BY THE TERMS IN THIS DOCUMENT. THE FOLLOWING TERMS ARE BOUND BETWEEN THE USER OF HEALTH PRO AND ADELINE LABS, AS WELL AS ANY ACCOMPANYING COMPANIES AND PARTNERS INVOLVED WITHIN THE PRODUCTION AND DISTRIBUTION OF HEALTH PRO.

HEALTH PRO IS MADE AVAILABLE THROUGH APPLE'S APP STORE TO iPHONES, iPADS AND iPOD TOUCHES ("iOS DEVICE(S)"). IF YOU HAVE PURCHASED HEALTH PRO AND DO NOT AGREE TO THE TERMS OUTLINED WITHIN THIS DOCUMENT, YOU MUST DELETE THIS APPLICATION, OR REQUEST A REFUND VIA THE APPLE ONLINE iTUNES STORE. REFUNDS VIA iOS APP STORE ARE SUBJECT TO APPLE'S RETURN POLICY.

A. APPLE iOS SOFTWARE LICENCE AGREEMENTS
B. ADELINE LABS TERMS OF SERVICE AND SOFTWARE LICENCE

A.   Apple iOS Software Licence Agreements.

(a) By using Health Pro, you are adhering to Apple's iOS Licence Agreements, Terms of Service, and Privacy Policies.

(b) Apple, the Apple logo, iPhone®, iPod®, and iPad®, iCloud® are trademarks of Apple Inc. ("Apple"), registered within the United States of America and other countries. The App Store and iTunes Store are service marks of Apple Inc.

A. Adeline Labs Terms of Service and Software Licence.

1. General. Adeline Labs may issue software updates for Health Pro. Installing software updates is at the sole discretion of the user. Although software is tested to run smoothly prior to release, Adeline Labs shall not be liable for data loss or any issues pertaining to software crashes. A "crash" is defined as software that does not launch at runtime, or aborts during the duration of application use. In the event of software crashes and the detection of software bugs, the user may choose to report the issue to Adeline Labs using the tools indicated within Health Pro, the Adeline Labs website, or any of the social media tools that Adeline Labs makes available (e.g. Facebook, Twitter, etc.). Adeline Labs may drop support for legacy hardware, and shall be done at Adeline Labs' discretion.

2. Protection of Intellectual Property.

(a) Health Pro, its interfaces, documentation and code is the property of Adeline Labs. Any modifications, amendments and/or destruction to Health Pro and/or any products developed and created by Adeline Labs, including, but not limited to, Health Pro, Adeline Labs' website, other applications, without the consent of Adeline Labs is forbidden.

(b) The user agrees that they shall not and/or enable others not to copy, reverse engineer,

attempt to derive the source code, decrypt, or create derivatives of Health Pro or any software created, developed or produced by Adeline Labs.

(c) The user agrees that they shall not rent, lease, sell, or redistribute software developed by Adeline Labs.

(d) Any violation of intellectual property including downloading and/or uploading the source code of Health Pro and other products of Adeline Labs, amendments to code, use of source code from Adeline Labs' products in other distributed or undistributed software, is an infringement of intellectual property and may be deemed worthy of prosecution at the fullest extent of law.

3. Use of Medical Resources.

(a) Health Pro provides medical resources for medical reference that is native to the mobile application. However, the effectiveness, reliability, and validity is the responsibility of the medical reference source. Adeline Labs is not liable for any information that is incorrect, inaccurate, or ambiguous.

(b) By using the medical resources provided natively within Health Pro, you are bound to the Terms of Service and Privacy Policies respective to each medical resource (i.e., WebMD®, Drugs.com®).

(c) The medical reference resources that are provided natively within Health Pro are not meant to substitute medical advice, diagnosis, or treatment. However, these resources should be used for reference purposes only. Users must use these resources wisely, and should not use such resources as their sole method for treatment.

4. User Data.

(a) Storing Data. Adeline Labs does **not** store, copy, share or sell any data that is user-generated in the Health Pro application on its servers. However, should users choose to enable iCloud on their iOS device, they are complying with Apple's data policies, privacy protection policies, and Terms of Service. Adeline Labs is not responsible for any lost or stolen data that was lost or stolen from online-based services, such as iCloud.

(b) Data Protection. Adeline Labs is not liable in any way for lost or stolen data. This includes events such as user deletion, stolen devices, lost data due to software updates, etc. Adeline Labs recommends that users backup their devices by using methods they are comfortable with.

(c) Notifications. Certain features, such as notification reminders, are only available should users choose to enable notifications from Health Pro. Adeline Labs may send users Push Notifications from Adeline Labs servers.

(d) Location Services. Adeline Labs and Health Pro does not store, copy, or share location-based information. The reliability of location-based data is contingent on the information available via Apple Maps or Google Maps APIs.

(e) Third-party Applications. Adeline Labs shall not be liable should third-party applications, malware, spyware and/or unintended persons gain access to user data.

(f) Diagnostic Data. Adeline Labs may ask or automatically transmit diagnostic data to their

servers for, but not limited to, quality assurance. Adeline Labs does not associate users, names, specific patient data, when collecting diagnostic data.

(g) <u>Authentication, Touch ID, Cryptography and Encryption.</u> Adeline Labs works to encrypt certain pieces of critical data. Biometric data and certain cryptographic keys are not directly accessed by Health Pro, and such data is not transmitted to servers or associated with users. Adeline Labs shall not be responsible for breaches where an unauthorized individual gains access to user data by by-passing Health Pro's cryptographic algorithms.

5. Termination of Licence. This Licence is effective until it is terminated and – along with the user's rights – shall terminate automatically. Adeline Labs reserves the right to terminate this Licence without notifying its users of the updated terms and conditions. Amendments to this document includes when this Licence is modified or replaced by an updated version. In the event of an updated agreement, the user shall be expected to abide by the terms and conditions outlined in the succeeding document.

6. Disclaimer of Warranties.

(a) The user shall acknowledge that, to the extent permitted by applicable law, use of Health Pro, products and services provided by Adeline Labs, and any services accessed through Health Pro and Adeline Labs' software is at the sole risk of the user.

(b) To the maximum extent provided and permitted by applicable law, Health Pro, and other software and services provided by Adeline Labs are provided "as is."

(c) Adeline Labs is in no way liable for personal injury, or any special, incidental, direct or indirect damages whatsoever. This includes, without limitation, loss of health, corruption of data, and failure to receive or transmit data.

(d) Should Adeline Labs detect that the user is not complying with this agreement, Adeline Labs reserves the right to ask the user to uninstall Health Pro from their iOS device. Moreover, Adeline Labs may ask the user to cease the use of other applications and/or services provided by Adeline Labs with or without refund (determined by and at the discretion of Adeline Labs). As deemed appropriate, Adeline Labs reserves the right to pursue legal action should the user not be in compliance with the terms outlined in this document.

7. Controlling Law and Severability. This Licence will be governed by and construed in accordance with the Laws of the Province of Ontario, excluding its conflict of law principles. If for any reason a court of competent jurisdiction finds any provision, clause, or portion thereof, impossible to enforce, the remainder of this agreement shall be continue to be in full effect.

8. Complete Agreement; Governing Language. This agreement is between the end-user and Adeline Labs, and is in effect as soon as the user uses products, services and applications developed by Adeline Labs. This agreement was originally drafted in English. Any translation of this Licence shall be done for local requirements of the jurisdiction. In the event of a dispute between English and any non-English [translated] versions, the English version of this Licence shall carry greater precedence and shall govern, to the extent not prohibited by local law of the user's jurisdiction.

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