

June 2024

MyorCare

Terms of Service

Key Points

The following key points of the Terms of Service are only brought for your convenience. These key points do not substitute the full Terms.

- Whether you are a Parent or a Medical Professional, by accessing or using the Service in any way, you agree to be bound by these Terms.
- We do not take part in the communications between Parents and Medical Professionals, and use of the service is at your own risk. THE SERVICE IS NOT AN EMERGENCY SERVICE AND IS NOT INTENDED TO PROVIDE MEDICAL OR PROFESSIONAL ADVICE, OR TO SUPPLEMENT ANY TREATMENT PROVIDED BY YOUR HEALTHCARE PROVIDER.
- **Acceptable use.** If you are a Parent, you may only use the Service for your individual and personal use; and if you are a Medical Professional you may use the Service for your professional use. These Terms define the acceptable and unacceptable use of the Service.
- **Account suspension.** We may temporarily or permanently deny, limit, suspend, or terminate your account if you misuse the Service.
- **Privacy.** We respect your privacy, as further explained in our [Privacy Policy \(https://myorcare.com/privacy-policy/us\)](https://myorcare.com/privacy-policy/us)
- **Payment for services and products.** If you are a Parent, you may purchase various services and products for your infant through the Service, in the terms stipulated herein.
- **Intellectual property.** All rights, title and interest in and to the Service, including all intellectual property rights, are owned by, or licensed to, us. If you provide us Feedback about the Service, it is ours to use.
- **Availability.** We do not warrant or guarantee that the Service will operate without disruption, errors or interruptions, or that it will be accessible, or available at all times, or immune from unauthorized access.
- **Disclaimer of warranty.** Our Service is provided for use "as is". We disclaim all warranties and representations, either express or implied, with respect to the Service.
- **Indemnity.** You will indemnify us if you misuse the Service.
- **Limitation of liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW WE WILL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES.
- **Law & jurisdiction.** These Terms and your use of the Service will be exclusively governed by and construed in accordance with the laws of the state of Israel. Any dispute, controversy or claim which may arise out of or in connection with these Terms or the Service, shall be submitted to the sole and exclusive jurisdiction and venue of the competent courts in the District of Haifa, Israel
- **Contacting us.** You may contact us at any time with any question, request, comment or complaint that you may have with respect to the Service or these Terms, at support@myorcare.com.

Introduction

- Welcome to MyorCare, an advanced analytics web-based platform which provides precision care solutions to help identify infants at risk of developing atopic dermatitis or food allergies, available at <https://myorcare.com>

(the "Service").

These Terms of Use (the "Terms") form a binding agreement between you and MYOR Diagnostics Ltd. ("Myor" or "we", "us", "our"), and they govern your use of the Service. The Policy applies both to parents of infants

looking to predict the infants' risk of developing atopic dermatitis or food allergies ("**Parents**"), and to the healthcare providers attending to those infants ("**Medical Professionals**").

- Please read these Terms carefully before using our Service. By using our Service, you indicate that you accept and agree to these Terms and to the [Privacy Policy \(https://myorcare.com/privacy-policy/us\)](https://myorcare.com/privacy-policy/us), which is an integral part of them. If you do not agree to these Terms in their entirety, you must not use the Service.

These Terms may be amended from time to time. We will post any change to these terms on our Service at a reasonable time in advance of the effective date of the change, and we will also make efforts to proactively notify you by email of the changes, if we have your email address.

Contact us

If you have any questions, comments or concerns regarding the Service, these Terms or our Privacy Policy, please contact us at support@myorcare.com.

About the Service

The Service uses research-based data to analyze infants' risk of developing atopic dermatitis or food allergies. The analysis is based on the Parents' answers to a comprehensive medical questionnaire concerning the health and medical history of the infant, the infants' parents and the infants' siblings, and other factors potentially impacting the infant's health risks.

Based on the Parents' answers to the questionnaire, the Service generates a report linked to a unique ID number. The Parents can deliver the unique ID to the Medical Professional attending to their infant. The Medical Professional can review the report using the unique ID, add notes to it, and transfer it to the Parent via email or WhatsApp or other digital methods deemed appropriate by the Medical Professional. Medical Professionals will not have access to any information about Parents, their infants and other family members through the Service, except for the information displayed in the report.

We take no part in, or responsibility for, the interactions between Parents and Medical Professionals. These interactions and communications, and all consequences resulting therefrom, are strictly between you and the other user participating in those interactions and communications.

THE USE OF THE SERVICE IS AT YOUR OWN RISK. MYOR AND OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ADVISORS, CONSULTANTS, SUBCONTRACTORS AND ASSIGNEES (COLLECTIVELY, OUR "**STAFF**") ARE NOT CERTIFIED TO PRACTICE ANY FIELD OF MEDICINE. THE SERVICE IS NOT INTENDED TO PROVIDE, NOR SHOULD IT BE CONSTRUED AS PROVIDING, MEDICAL OR PROFESSIONAL ADVICE. THE SERVICE IS NOT SUPPLEMENTAL TO ANY TREATMENT PROVIDED BY YOUR HEALTHCARE PROVIDER, AND SHOULD NOT REPLACE REGULAR MEDICAL VISITS AND TESTINGS. WE ENCOURAGE YOU TO CONSULT WITH YOUR HEALTHCARE PROVIDER ON ANY MEDICAL OR HEALTH RELATED ISSUE, AND BEFORE USING THE SERVICE.

THE SERVICE IS NOT PROVIDED BY US AS AN EMERGENCY SERVICE. IF YOU OR YOUR CHILD ARE EXPERIENCING A MEDICAL EMERGENCY AT ANY TIME, PLEASE CALL 911 OR YOUR HEALTH CARE PROVIDER IMMEDIATELY.

Use of the Service

Subject to these Terms, you may use the Service free of charge; However, we reserve the right to change the Service to be fee-based, in which case we will inform you 30 days in advance.

If you are a Parent, you may only use the Service for your own and your children's individual and personal purposes. If you are a Medical Professional, you may use the Service for your business and professional purposes.

In order to use the Service, you must register using your email. We will explicitly indicate the fields for mandatory completion. If you do not enter the requisite data in these fields, you will not be able to register to the Service and create your user profile.

You must submit only true, accurate and complete details. Bear in mind that false, incorrect or outdated information may prevent you from registering with the Service and impair our ability to provide you with the

functionalities of our Service and to contact you. You are fully accountable for any outcome that may result from your failure to provide true, accurate and complete details when you sign up. You are solely responsible and liable for all activities performed with or through your user account.

You are prohibited from selling or transferring your user account in any way, to another user, entity or any third party.

Restrictions

When using our Service, you must comply with these Terms and adhere to any applicable law. You may not –

- Attempt to circumvent, bypass or deactivate security or protection measures of the Service;
- Use our Service in order to develop or create an application, website or any other product similar to, or competing with, the Service;
- Attempt to compromise information security on our Service or in any network or server used by us, attempt to uncover information security vulnerabilities, or attempt to engage in any form of probing, scanning, crawling, robotic navigating or hacking the Service;
- Attempt to access the Service, download any information or use any information in our Service, in an automated or mechanized process;
- Attempt to activate or access features or capabilities that are undocumented, not ordinarily accessible or deactivated in the Service;
- Attempt to engage in reverse-engineering, disassembling or decompiling of the Service;
- Use the Service in any manner that may give rise to a criminal offense, civil tort, infringement or violation of the rights of any third party;
- Attempt to burden or interfere with the operation of the systems related to the operation of our Service;
- Attempt to integrate the Service or any part thereof in any application, webpage, or any other way;
- Use the Service for or in connection with any action that may encourage or constitute threat, harassment or fraud.

We may, in our sole discretion, temporarily or permanently delete your account or block your access to the Service, if we believe that you have misused your right to use the Service or violated these Terms or any applicable law.

Payment for services and products

If you are a Parent, you may purchase various services and products for your infant through Service, such as allergen introduction powders, moisturizing lotions and nutritionist consultations. We reserve the right to change, from time to time and in our own discretion, the prices of the offered products and services and the available payment methods.

All taxes due in connection to the purchasing of the products or services will be added at the time of payment, in accordance with relevant tax laws. By using our Service you authorize us to charge you for these taxes.

Your payments are processed by an external service provider, and not by Myor. Therefore, payments may be subject to additional commissions charged by the external service provider, in accordance with their own terms and conditions. You will bear sole liability for paying those commissions.

If your payment is successfully processed, you will receive an online receipt confirming it. If your payment fails, we will not be able to provide you with the product or service you requested.

Intellectual property

All rights, title and interest in and to the Service, including all content therein, and all patents, copyrights, trademarks, trade secrets and other intellectual property rights and any goodwill associated therewith, embodied therein or utilized by us in the operation of the Service, are the exclusive property of Myor or our licensors. This includes our databases and the Service's design, graphics, computer code, algorithms and "look and feel" (all together: "**Proprietary Content**").

Other than as expressly permitted in these Terms, you may not, either by yourself or by a third party on your behalf, copy, distribute, display or perform publicly, sublicense, decompile, disassemble, reduce to human readable form, execute publicly, make available to the public, adapt, make commercial use of, process, compile, translate, sell, lend, rent, reverse engineer, combine with other software, modify or create derivative works of, the Proprietary Content or any part thereof, in any way or by any means.

You may not use any name, mark or logo that is similar to our marks and logos. You must refrain from any action or omission that may dilute or damage our goodwill.

You hereby grant us a royalty-free, fully paid-up, worldwide, transferable, sub-licensable, irrevocable and perpetual license to implement, use, modify, commercially exploit and/or incorporate into the Service any suggestions, enhancement requests, recommendations or other feedback we receive from you.

Disclaimer of warranty

THE SERVICE IS PROVIDED FOR USE "AS IS" AND "WITH ALL FAULTS". WE AND OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ADVISORS, CONSULTANTS, SUBCONTRACTORS AND ASSIGNEES (COLLECTIVELY, OUR "**STAFF**") DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CORRECTNESS, LEGAL COMPLIANCE, NON-INFRINGEMENT, TITLE, COMPATIBILITY, PERFORMANCE, AVAILABILITY, SAFETY, SECURITY OR ACCURACY. YOU ACKNOWLEDGE AND AGREE THAT THE USE OF THE SERVICE IS ENTIRELY, OR TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AT YOUR OWN RISK.

WE DO NOT WARRANT THAT THE SERVICE WILL OPERATE WITHOUT DISRUPTION, ERRORS OR INTERRUPTIONS, OR THAT THEY WILL BE, AT ALL TIMES, ACCESSIBLE, AVAILABLE OR IMMUNE TO ERRORS, GLITCHES OR UNAUTHORIZED ACCESS.

Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR STAFF SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, INCIDENTAL OR CONSEQUENTIAL DAMAGE, OR ANY SIMILAR DAMAGE OR LOSS (INCLUDING LOSS OF PROFIT AND LOSS OF DATA), COSTS, EXPENSES AND PAYMENTS, EITHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR IN ANY OTHER FORM OR THEORY OF LIABILITY, ARISING FROM, OR IN CONNECTION WITH THE USE OF, OR THE INABILITY TO USE THE SERVICE, OR FROM ANY FAILURE, ERROR, OR BREAKDOWN IN THE FUNCTION OF THE SERVICE.

Indemnity

You agree to indemnify and hold harmless us and our Staff upon our request and at your own expense, from, and against, any damages, loss, costs, expenses and payments, including reasonable attorney's fees and legal expenses, arising from any third party complaint, claim, plea, or demand in connection with your breach of any provision of or representation in these Terms or any applicable law, including, without limitation, claims regarding the infringement of third-parties' intellectual property rights.

If we seek indemnification from you, we will provide you with (i) prompt written notice of any indemnifiable claim; (ii) all reasonable assistance and cooperation in the defense of such indemnifiable claim and any related settlement negotiations, at your expense; and (iii) exclusive control over the defense or settlement of such indemnifiable claim, provided, however, that we may settle or reach compromise on any such claim without your consent, if and to the extent such settlement or compromise does not impose any liability (monetary, criminal or otherwise) on you. We will have the right to participate, at our own expense, in the defense (and related

settlement negotiations) of any indemnifiable claim with counsel of our own selection.

Changes to the Service and discontinuation

Changes to the Service. We may, at any time and without prior notice, change the layout, design, scope, features or availability of our Service. Such changes, by their nature, may cause inconvenience or even malfunctions. WE DO NOT ASSUME ANY RESPONSIBILITY WITH RESPECT TO, OR IN CONNECTION WITH THE INTRODUCTION OF SUCH CHANGES OR TO ANY MALFUNCTIONS OR FAILURES THAT MAY RESULT THEREFROM.

Discontinuation. We may, in our own discretion, permanently or temporarily discontinue the Service for any reason and at any time. If we decide to do so, we will make endeavors to inform you of such discontinuation.

General

Governing law and dispute resolution. These Terms and your use of the Service will be exclusively governed by and construed in accordance with the laws of the state of Israel. Any dispute, controversy or claim which may arise out of or in connection with these Terms or the Service, shall be submitted to the sole and exclusive jurisdiction and venue of the competent courts in the District of Haifa, Israel

Relationship. These Terms do not create any agency, partnership, employment, trustee, or other type of legal relationship between you and Myor, other than that of two independent contractual parties.

Completeness. These Terms constitute the entire agreement between you and us concerning the subject matter herein and supersede all prior and contemporaneous negotiations and oral representations, agreements and statements regarding the Service.

Assignment. You may not assign or delegate these Terms or any of your rights, performances, duties or obligations hereunder. Any purported assignment or delegation, in contravention of the above, will be null and void. In the event of our merger, acquisition, change of control or the sale of all or substantially all of our equity or assets, we may, upon notice to you and without obtaining your consent, assign and delegate these Terms, in their entirety, including all of our rights, performances, duties, liabilities and obligations contained herein, to a third party. With such assignment, transfer and delegation, we are irrevocably and fully released from all rights, performance, duties, liabilities and obligations under these Terms.

No waiver. Any failure on our part to demand performance of any provision in these Terms shall not constitute a waiver of any of our rights under the Terms.