

TERMS OF USE

You are accessing the Migraine Predict mobile application and/or website and/or associated web content (referred to collectively as the "**Application**") offered by Wizermed DH Ltd (hereinafter referred to as "**Company**", "**we**," "**our**," or "**us**"). The Application's primary function is to forecast and notify the likelihood of the user to experience a migraine attack, based on the analysis of recorded data which is observed from the user's smartwatch on heartbeat performance, sleep quality, stress levels, movement activity and more types of data. Additionally, it communicates personalized information to help enhance the well-being of the user (collectively, the "**Services**").

a. Use of Data

Based on the data recorded, which includes heartbeat performance, sleep quality, stress levels, movement activity and more types of data collected from the smartwatch and smartphone, and personal information provided by you, we utilize this information to forecast and notify about your likelihood to experience a migraine attack and to communicate with you personalized information to help enhance your well-being. Additionally, we utilize this information to offer and enhance the Service and optimize the experience for all users and customers.

b. Tips and Insights

Our Application offers Tips and Insights to assist you to enhance your well-being. This guidance will primarily be provided through the Application's interface, instructions, and chat, but it may also be delivered via email, text messages, phone calls, and other means.

ACCEPTANCE OF TERMS

Your use of this Application is governed by the terms and conditions as well as the Privacy Policy outlined herein and in the [Privacy Policy](#), which is an integral component of this agreement (hereinafter referred to as "these Terms" or the "Terms of Use"). These Terms are designed to define the legal relationship between Company and any individual who accesses the Application and/or utilizes the Services (referred to hereinafter as the "User").

By accessing the Application, downloading any content from it, installing the Application, or utilizing the Services, you acknowledge and confirm that you have reviewed and comprehended our Terms of Use and our [Privacy Policy](#), which is an integral part of these Terms of Use. You also agree that these Terms are binding without exceptions or reservations, and you commit to adhering to all applicable laws and regulations governing the use of the Application. Furthermore, you acknowledge that these Terms of Use establish a legally binding and enforceable agreement between you and Company, and you consent and undertake to comply with the terms and conditions delineated herein.

The section headings are provided for convenience and ease of reference only and shall not be used for any interpretive purposes.

CONDITIONS OF USAGE

Access to this Application is only granted to those who agree to the Terms of Use.

Usage of this App is strictly prohibited for individuals under the age of 18 and those who have a medical condition that may impair or affect their use of the Services.

IMPORTANT NOTICE: THE SERVICES PROVIDED HEREIN DO NOT CONSTITUTE MEDICAL TREATMENT OR A REPLACEMENT FOR MEDICAL GUIDANCE OR CARE.

In the event of any suspected medical issues, you are required to consult with a licensed healthcare professional promptly.

1. GENERAL

a. Eligibility for App Usage

To utilize this Application, you must possess: (i) a smartphone capable of internet connectivity and meeting all the Service prerequisites, and (ii) a compatible smartwatch that can establish a connection with your smartphone and support the Application.

b. Internet Service Disclaimer

The Company holds no responsibility for the Internet service provided via your smartphone ("Internet Service") by your wireless network provider. You will not incur any charges from the Company for internet access. The cost of internet access is solely determined by your wireless network provider in accordance with the terms of your service agreement.

d. Disclaimer of Liability for App Content

The Application is provided to you on an "as-is" basis, without any commitments or liabilities on the part of the Company. This includes, but is not limited to, all online pages, categories, organization, and information presented within the Application, messages, and push notifications sent by the Company, and any other method of communication, including all information presented therein, encompassing data, text, statistics, software, sounds, images, graphics, charts, videos, messages, and any other content within the Application (referred to as "Content").

2. THE SERVICE

a. Use of Data

Based on the data recorded, which includes heartbeat performance, sleep quality, stress levels, movement activity and more types of data collected from the smartwatch, and personal information provided by you, we utilize this information to forecast and notify about your likelihood to experience a migraine attack and to communicate with you personalized information to help enhance your well-being. Additionally, we utilize this information to offer and enhance the Service and optimize the experience for all users and customers.

b. Tips and Insights

Our Application offers Tips and Insights to assist you to enhance your well-being. This guidance will primarily be provided through the Application's interface, instructions, and chat, but it may also be delivered via email, text messages, phone calls, and other means.

c. No Guaranteed Outcomes

Please be aware that we cannot guarantee that all users will experience improvements as a direct result of the Service. The Company does not provide any assurance of physical comfort or improvement through the download and use of the Application.

d. Payment Information

At present, the Service does not entail any payment. However, it is possible that we may consider altering this arrangement or introducing charges for Service usage or certain aspects of it in the future, subject to your explicit consent.

3. REGISTRATION

a. Information Requirements

After installing the Application on your smartphone and to access the Service, you will be requested to furnish accurate and current information, including personal details such as your name and email address (referred to as "**Information**"). Please note that without providing this Information, you will not be able to use the Application or receive the Service.

b. Registration Methods

You will also need to register using one of two methods: (1) registering via your personal Google or Apple or Facebook accounts, which constitutes registration under these Terms of Use, or (2) entering an email address and password serving as your credentials for accessing the Application. You are solely responsible for safeguarding your password and must promptly inform the Company of any unauthorized use or security breaches.

c. Information Purpose

The collection of this Information enables the Company to communicate with you, offer and enhance the Service, and optimize the experience for all users and customers.

d. Accurate Information

You agree to supply correct and accurate Information as requested in the registration form and to promptly update this Information as needed, ensuring its accuracy and relevance. You must also inform the Company of any changes or updates related to your medical condition or any Information provided to the Company.

e. Account Security

The Company and any entities acting on its behalf are not responsible for any activities within your account or settings conducted by any individuals who gain access to your login information. If you suspect unauthorized access, you must promptly notify the Company.

f. Permission Requests

During registration and when providing information, you may be asked to grant the Application permission to access various data on your smartphone, including photos, camera, contacts, location, GPS, physical measurements, and more. The list of permissions required by the Application may change over time and is presented during installation or updates. Granting these permissions is necessary to receive the Service and will only be used by the Company, with no sharing of your personal information with third parties without your prior consent.

g. Push Notifications

Notwithstanding any contrary provision in these Terms of Use, users who sign up for the Service hereby warrant that they are interested in and consent to receiving push notifications from the Company and any entities acting on its behalf. The Company may, at its sole discretion, share information with third parties.

5. USING THE APP

a. Medical Disclaimer

By using the Application and receiving the Service, you affirm that, to the best of your knowledge, you do not have any medical conditions, including mental health disorders or mental illness, that would limit or affect your use of the Service. This is a prerequisite for using the Service.

b. Personal and Non-Commercial Use

You are permitted to use the Application and Service to access content and other materials solely for personal, non-commercial purposes. You may only use the Application, content, and Service to improve your well-being. Any other use, disruption of other users, or harm to fellow Application users is strictly prohibited.

c. No Unauthorized Automation

Do not operate or enable the operation of software or other means, such as crawlers, robots, or similar tools, for searching, scanning, copying, or automatically retrieving content from the Application. This includes building a collection, assembly, or database of Application content.

d. Compliance with Laws

You agree not to use the Application or its contents for any illegal or prohibited purposes, as specified in these Terms of Use and under applicable laws.

e. Prohibited Content

Uploading or displaying any content in the Application, including illegal content, copyrighted content, libelous or slanderous content, or content infringing on third-party rights, is strictly prohibited. Any action prohibited by agreement or law, including forgery, modification, transformation, or erasure of information, either in whole or in part, is also strictly prohibited.

f. External Services

As part of the Service, you may be directed to external services, products, content, or activities provided by third parties that are not operated by the Company. These external services may include, but are not limited to, music, meditation, sports, reading, photos, social media, and more. It should be noted that many of these external services are paid services (referred to as "External Services").

g. Disclaimer for External Services

You acknowledge that the Company is not responsible for these External Services or the services and products offered by them. The Company does not regularly monitor, assess, control, or guarantee the quality, nature, reliability, or dependability of external content. Therefore, the Company bears no responsibility for any such content.

h. Advertisements and Third-Party Offers

The Company is not responsible for the content of third-party advertisements or commercial offers that appear in the Application, External Services, or any other service offered by the Company. Any claims, suits, or demands relating to these offers, products, or services, as well as the receipt of such services or their consequences, should be directed to the third party providing the service, offer, or product. You may not make claims or demands against the Company or any entities acting on its behalf in this regard.

i. Information Sharing

You may be asked to allow the Application to access certain data on your smartphone, including photo galleries, camera, contacts, location, GPS, physical measurements (such as pulse and blood oxygen level), and more. This information will be used solely by the Company and will not be shared with third parties without your prior consent.

7. LIMITATION OF LIABILITY

a. User Responsibility

The Service provided through this Application is intended for individual users who are legally competent to enter into binding contracts under applicable laws. You agree to provide, at your own expense, all necessary equipment, software, internet access, and other prerequisites for using the Service.

b. Acknowledgment of Purpose

The User acknowledges and comprehends that the purpose of the Application is to monitor various aspects of human performance and responses based on measurements, including heartbeat performance, sleep quality, stress levels, movement activity and more types of data collected from the smartwatch and smartphone, and based on personal information provided by the User. This information is used to forecast and notify about the User's likelihood to experience a migraine attack and to communicate personalized Tips and Insights with the User. Additionally, this information is utilized to offer and enhance the Service and optimize the

experience for all users and customers. The User voluntarily signs up for the Service and for the use of the Application.

c. Non-Medical Nature

It is explicitly stated, agreed, and disclosed to the User that the Service and the Application do not constitute medical care or a replacement for medical advice or care. In the event of a suspected medical issue, the User is obligated to promptly consult a qualified physician. The User warrants and agrees not to make any claims, demands, or legal actions against the Company, its affiliates, or any associated entities in relation to the Service, Application, or their usage.

d. Urgent Medical Attention

The User understands that in cases of urgent issues, emergencies, or distress, whether physical or mental, they must promptly seek medical attention from a qualified physician, or an appropriate emergency room based on the circumstances.

e. Non-Professional Advice

The content within the Application does not constitute professional advice, recommendations, consultations, expert opinions, or alternatives to consulting with relevant professionals when necessary. The User should not rely on the advice provided through the Application to make decisions, including those related to professional, medical, legal, personal, or financial matters.

f. Inaccuracies Disclaimer

It is possible that the Application may contain inconsistencies, discrepancies, errors, or inaccuracies, despite the Company's efforts to ensure the quality, reliability, completeness, accuracy, and relevance of the content. The Company will not be held responsible for any damages, expenses, or losses resulting from such issues.

g. User Responsibility

The decision to use the Application and any consequences thereof lie solely with the User. The Company will not be held responsible for any damages, costs, or losses related to the use of the Application, discontinuation of use, or the User's failure to use the Application for any reason.

h. Limitation of Liability

The Company, its owners, executives, employees, or any affiliated entities will not be liable in any manner and will not assume any direct, indirect, consequential, incidental, extraordinary, or other types of damages caused or to be caused to the User or any third party. This includes but is not limited to losses of income, profits, or any other kind of damage, regardless of the legal basis or cause, be it contractual, tortious, or otherwise, and notwithstanding applicable laws. The sole remedy available to you in any case, regardless of applicable laws, is to cease using the Application.

8. INTELLECTUAL PROPERTY

a. Ownership of Intellectual Property

All intellectual property rights, including but not limited to copyrights, trademarks, patents, trade secrets, samples, and more, as well as moral rights, related to the concepts forming the foundation of the services provided by the Company, the Service, its details, the content, design, and presentation within the Application, the databases (including service lists and descriptions), application codes, software, graphic files, texts, and any other materials associated with the Application and its operation, whether registered or unregistered, are exclusively owned by the Company. Any use of these rights is only permitted with the express written consent of the Company.

b. Restrictions on Use

You may not copy, duplicate, publish, distribute, publicly display, broadcast, transfer to third parties, modify, create derivative works, sell or lease protected materials or any portion thereof, individually or in collaboration with third parties, through any means or medium (including electronic, digital, mechanical, optical, photocopying, or recording), or engage in any commercial use of the Application or Service and their information without the express written consent of the Company.

d. Confidentiality and Non-Publication

You agree not to disclose the Service or any part thereof, except as specified in the terms and conditions. Additionally, you undertake not to disclose any product or information output, whether in printed form or provided in electronic format or any other medium, by duplicating, copying, photocopying, or printing from the content of the Application or any of its parts for the purpose of distribution or publication in any way.

9. CONFIDENTIALITY

The Company will make every reasonable effort and employ all available measures to maintain the confidentiality of user information within the Application and prevent it from being accessed by external entities. However, due to the accessibility of information over the internet and wireless networks, the Company cannot guarantee complete immunity from hacking or exposure. In the event of a breach of security, the User agrees not to make any claims, demands, or legal actions against the Company, its owners, executives, employees, or any entity acting on their behalf.

10. PRIVACY AND INFORMATION SECURITY

a. Use of Personal Information

The Company commits to using user personal information solely for the purpose of providing the Service and customizing personalized experiences, in accordance with its Privacy Policy, which is an integral part of these Terms of Use, and in compliance with applicable laws. However, the Company reserves the right to collect information on user behavior patterns to enhance services

offered through the Application, its operation, and content, all in accordance with the Privacy Policy and legal regulations.

b. Security Measures

You acknowledge that the Company employs standard security measures to maintain the confidentiality and information security within the Application. However, there may be malfunctions beyond the Company's control or those resulting from force majeure, for which the Company, its owners, executives, employees, or any entity acting on their behalf shall not be responsible for any direct or indirect damage incurred by the User or any entity on their behalf due to Application use.

11. CHANGES TO THESE TERMS

c. Modification of Terms

The Company reserves the right, at its sole discretion and without prior notice, to modify the Terms of Use of the Application and/or the Service or to cease the operation of the Application without prior notice. Any material changes to the Terms of Use will be notified to the User. Continued use of the Application by the User shall constitute conclusive evidence of the User's acceptance of the revised Terms of Use and their changes.

13. INDEMNIFICATION

In the event that the User engages in malicious, negligent, or any other prohibited use under these Terms of Use, or if the User or any entity on their behalf abuses the Service provided in the Application or violates these Terms of Use, the User shall indemnify the Company, its employees, executives, shareholders, or any entity on their behalf for any damages, losses, loss of profit, payments, or expenses, including attorney's fees and legal expenses.

14. MISCELLANEOUS

The Company has the right to assign its rights under these Terms of Use to a third party without the obligation to publicly announce such an assignment. You agree that uploading or downloading information from the Application does not establish any relationship between the User and the Company beyond what is specified in these Terms of Use.

Any activities within the Application and legal matters arising from its use, including the validity and interpretation of the Terms of Use, are subject to the laws of the State of Israel. The exclusive jurisdiction for resolving any disputes related to the Application and its use shall be the competent courts in Tel Aviv, Israel.

For inquiries or to report issues with the Application, please contact info@wizermed.com.