

## TERMS OF USE

These Terms of Use (these “Terms”) form a legal agreement between etectRx, Inc. (“Company”), and you (sometimes referred to as “User”), and governs your access to and use of Company’s mobile app as downloaded on a User’s smartphone (“App”) in connection with ID-Cap or the ID-Cap System (as defined below). IF YOU HAVE AN URGENT MEDICAL ISSUE, DO NOT USE THE APP TO CONTACT YOUR PHYSICIAN. IF YOU HAVE A MEDICAL EMERGENCY, DIAL 911.

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE APP. THESE TERMS GOVERN YOUR USE OF THE APP AND AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS. THESE TERMS SHALL REMAIN IN EFFECT UNTIL YOU CEASE USING THE APP OR COMPANY TERMINATES YOUR RIGHT TO USE THE APP. BY REGISTERING FOR ACCESS, ACCESSING, OR USING ANY PART OF THE APP, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO BE SO BOUND, DO NOT ACCESS OR USE THE APP.

1. **Background.** The “ID-Cap System” includes a standard hard gelatin or hydroxypropyl methylcellulose capsule with an embedded ingestible wireless sensor that, when swallowed by a User, transmits a low-power digital message from within User’s stomach to a reader and ultimately to the App. The App, in conjunction with the ID-Cap System, performs the following functions: 1) records, displays, and reports ingestion events, 2) allows Users to customize reminders for ingestion events and monitor their ingestion history, 3) communicates ingestion information to User’s healthcare providers, including but not limited to their doctors and pharmacists (each, a “Provider”), and 4) enables notifications regarding ingestion events and use of the ID-Cap System to be sent within the App. THERE IS NO GUARANTEE THAT A PROVIDER WILL RECEIVE OR ACT UPON A USER’S INGESTION INFORMATION THAT IS COLLECTED OR TRANSMITTED VIA THE APP.

2. **Terms Changes.** Company reserves the right, at its sole discretion, to make changes to all or part of these Terms at any time. User is responsible for checking these Terms periodically for changes. User's continued use of the App means that User agrees to any new or modified provisions of these Terms posted on the App.

3. **Conditions of Use.** Upon completion of the registration process and acceptance of these Terms, and subject to the terms and conditions of these Terms, Company hereby grants User a limited, revocable, personal, non-exclusive, non-transferable right during the term of these Terms to access and use the App for your personal use. Additionally, User may be required to create a username and password or to enter an activation code to securely access the App. User is solely responsible for maintaining the strict confidentiality of any username and password User creates in order to access and use the App or any activation code that is supplied for accessing the App. User must be at least 18 years old to access and use the App. User must be a resident of the United States of America, exclusive of its commonwealths, territories, and possessions.

4. **App Availability.** Company will use commercially reasonable efforts to provide access to the App 24 hours a day, 7 days a week, except in the case of natural disasters or events beyond Company's control and subject to any breakdowns or maintenance operations required to ensure the smooth operation of the App. Company will not be liable for any failures or deficiencies in the performance of the App by reason of maintenance, breakdown, or any event beyond Company's reasonable control, including without limitation natural disasters, Internet outage, interruption of service, labor disturbances, technological disaster, terrorism, or war.

5. **User Information Provided.** To the extent that User provides any information, including but not limited to personal information, to Company or its representatives, User warrants that (a) User is providing or obtaining only User's own information or the information of others which User is authorized

to provide to third parties and/or obtain from third parties on their behalf; and (b) the use of such information by Company and its representatives will not infringe upon or misappropriate the intellectual property rights or otherwise violate the rights of any third parties.

6. **Company's Use of Information.** User understands and agrees that Company may store or otherwise retain patient data which may include protected health information provided by User and that Company and the App will be acting as a conduit to Providers for any such information received under these Terms. Company hereby disclaims any and all liability related to the use or transmission of patient data and/or protected health information in connection with the App or these Terms.

7. **Limitations of Use.** The App is for informational and educational purposes only and is not a substitute for the professional judgment of a healthcare professional in diagnosing and treating patients. User's reliance upon any information obtained or used by User is solely at User's own risk. Company is not responsible for the accuracy of any information or content provided or sent by User, including that sent to Providers. Company is not responsible for the accuracy of any information or content provided or sent by a Provider to User. Company is not responsible for any treatment decisions, clinical care, or communications of Provider to User, including such actions based upon information provided through the App. User is responsible for verifying the accuracy of any information User sends or receives through the App, including User Data or any of User's health information, data, or records. User is responsible for all medical decision-making, including if and when to take any medication therapy. Company cannot guarantee that a Provider will review or respond to any information collected or transmitted through the App. COMPANY DOES NOT GUARANTEE THAT PROVIDER IS MONITORING THE INGESTION DATA OR OTHER INFORMATION CONTAINED WITHIN, COLLECTED BY, OR TRANSMITTED THROUGH THE APP. DO NOT USE THE APP TO COMMUNICATE IMPORTANT MEDICAL OR HEALTH INFORMATION. IF USER HAS AN EMERGENCY, DO NOT USE THE APP TO CONTACT USER'S PHYSICIAN OR OTHER HEALTHCARE PROVIDER – User should call 911 and request emergency care assistance.

Company does not recommend or endorse any specific medications, therapeutic options, tests, healthcare providers, products, organizations, procedures, opinions, “off-label” medication uses, or other information that may be mentioned in the App.

**8. No Warranty; Data Accuracy and Communications.** User acknowledges that data conversion and transmission is subject to the likelihood of human and machine errors, omissions, delays, and losses, including inadvertent loss of data or damage to media, that may give rise to loss or damage. Company shall not be liable for any such errors, omissions, delays, or losses. User understands and agrees that use of or connection to the Internet is inherently insecure and that connection to the Internet provides opportunity for unauthorized access by a third party to computer systems, networks, and any and all information stored therein. All information transmitted and received through the Internet is subject to unauthorized interception, diversion, corruption, loss, access, and disclosure. Company shall not be responsible for any adverse consequences whatsoever of User’s connection to or use of the Internet, and shall not be responsible for any use by User of an Internet connection in violation of any law, rule, or regulation or any violation of the intellectual property rights of another.

**9. Termination.** User’s rights under these Terms will terminate automatically without notice from Company if User fails to comply with these Terms. Upon termination, User shall immediately cease all use of the App. Company reserves the right to terminate User’s access to any or all of the App or to discontinue any aspect of the App at any time for any reason whatsoever without notice to User.

**9. No Unlawful Use.** User may only use the App for lawful purposes. User agrees that User will not: (i) infringe any copyright, patent, right of privacy, right of publicity, trademark, trade secret, or other right of Company or any third party; (ii) abuse, defame, harass, or stalk any individual or other user of the App; (iii) interfere or attempt to interfere with, or damage or attempt to damage, the App or the proper working thereof, including, without limitation, through the use of cancel bots, denial of service attacks,

flood pings, forged routing or electronic mail address information, harmful code, packet or IP spoofing, phishing, Trojan horses, viruses, or similar methods or technology; (iv) use any deep-link, page-scrape, robot, spider, or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the App or any content thereon, or in any way reproduce or circumvent the navigational structure or presentation of the App, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the App; (v) misrepresent User's identity, provide false information, impersonate another person or entity, misrepresent User's affiliation with a person or entity, including, without limitation, Company, create or use a false identity, or attempt to use another user's account; (vi) attempt to obtain unauthorized access to the App; (vii) collect, reverse look-up, trace or seek to trace, manually or through automated means, information about other users of the App; (viii) use any meta tags or any other hidden text utilizing the Company name, service marks, trademarks, or product or service names; (ix) advertise, offer to sell, or sell any goods or services set forth in the App or otherwise use the App to solicit other users, except as expressly permitted by Company; (x) engage in any activity that interferes with any third party's ability to use or enjoy the App; (xi) probe, scan, or test the vulnerability of the App or any network connected thereto, or breach the security or authentication measures on the App or any network connected thereto; (xii) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the App or Company's systems or networks, or any systems or networks connected thereto; or (xiii) assist any third party in engaging in any activity prohibited by these Terms.

**10. Intellectual Property.** The App and all intellectual property, trademarks, service marks, information, data, and other materials made available to User in connection with these Terms, together with the design of the App and text, scripts, graphics and features and other content and materials therein (collectively, "Content") are the sole and exclusive property of Company and its licensors, and are available to User solely for purposes of User's use of and access to the App in accordance with these

Terms. The Content is owned by or licensed to Company and protected by copyright and other intellectual property rights under United States and foreign laws and international conventions. All rights, title and interests in and to the Content and all copyrights, trade secret rights, patents, trademarks and any other intellectual property or proprietary rights in and to the Content shall at all times remain the exclusive property of Company and/or its licensors. Except for the limited rights granted herein, nothing in these Terms shall transfer to User any right, title, or interest in or to any Content.

11. **Privacy of Data.** Company will treat any information it collects or receives from User through the App in accordance with its Privacy Policy (the “**Privacy Policy**”), which is incorporated by reference. Please review the Privacy Policy before you use the App. If User is unwilling to accept the terms and conditions of the Privacy Policy, please do not use the App.

Company acknowledges and agrees that the data and information that is compiled or passes through the App that specifically relates to User, User’s patient care, or Provider’s procedures, diagnosis, or treatment, including, without limitation, protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”) and the regulations promulgated thereunder, and the Health Information Technology for Economic and Clinical Act (“**HITECH**”) and any regulations promulgated thereunder (collectively, the “**Privacy Laws**”), (collectively, the “**User Data**”), and all right, title and interest therein, is and shall remain the exclusive property of User. Notwithstanding the foregoing, to the extent permissible under the Privacy Laws and any other applicable laws and regulations, User hereby grants to Company and its designees a perpetual, unlimited license to use the User Data for any purpose permitted under applicable law, including, without limitation, data benchmarking, sharing, warehousing, resource utilization and similar data analysis services; provided, however, that Company shall comply with the Privacy Laws in connection with any such actions and shall protect and maintain the confidentiality of all User Data used in such manner.

User is fully responsible for maintaining the privacy of any information visible or accessible through the App or User's smartphone or other smart device. User may provide Company or third parties with certain permissions to use or disclose User's data.

**12. Communication of Information to and From the App.** The App may allow Users to submit content or messages in the form of text, pictures, drawings, designs, graphics, audio clips, video clips, documents, or other files to a Provider (a "Communication"). User is prohibited from submitting any Communication that: (i) is abusive, defamatory, inaccurate, indecent, false, libelous, misleading, obscene, offensive, pornographic, profane, threatening, sexually explicit, vulgar, or unlawful in any manner; (ii) constitutes or encourages conduct that would constitute a criminal offense, gives rise to civil liability or otherwise violates any local, state, national or international law; (iii) violates, plagiarizes or infringes the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right; (iv) contains a virus or other harmful component; (v) contains any information, software or other material of a commercial nature; (vi) contains advertising, promotions, or commercial solicitations of any kind; or (vii) constitutes or contains false or misleading statements of fact.

User acknowledges that Company will not pre-screen Communications, but that Company and its designees have the right (but not the obligation) in their sole discretion to block or restrict access to or the availability of, or to edit, disable or remove, any Communication that is available via the App. By way of example and without limiting the foregoing, Company and its designees may edit, disable, remove, or restrict access to or the availability of, any Communication that violates these Terms or is required to be reviewed, monitored, edited, or deleted by any court order, or in any governmental, administrative, or judicial proceeding. User must evaluate and bear all risks associated with the use of any Communication, including any reliance on the accuracy, completeness, or usefulness of such Communication. Company assumes no liability for use of any Communication by any third party.

COMPANY CANNOT AND DOES NOT ASSUME ANY RESPONSIBILITY FOR USER'S OR PROVIDER'S USE OR MISUSE OF PROTECTED HEALTH INFORMATION OR OTHER INFORMATION TRANSMITTED, MONITORED, STORED, OR RECEIVED WHILE USING THE APP. COMPANY RESERVES THE RIGHT TO AMEND OR DELETE ANY UPLOADED CONTENT, INFORMATION, USER DATA, AND OTHER DATA (ALONG WITH THE RIGHT TO REVOKE OR RESTRICT ACCESS TO THE APP) THAT IN COMPANY'S SOLE DISCRETION VIOLATES ANY PROVISIONS OF THIS SECTION OR THESE TERMS. USER AGREES THAT USER'S USE OF THE APP SHALL BE AT USER'S SOLE RISK.

13. **DISCLAIMERS.** COMPANY CANNOT AND DOES NOT ASSUME ANY RESPONSIBILITY FOR USER'S OR PROVIDER'S USE OR MISUSE OF PROTECTED HEALTH INFORMATION OR OTHER INFORMATION TRANSMITTED, MONITORED, STORED, OR RECEIVED WHILE USING THE APP. COMPANY RESERVES THE RIGHT TO AMEND OR DELETE ANY UPLOADED CONTENT, INFORMATION, USER DATA, AND OTHER DATA (ALONG WITH THE RIGHT TO REVOKE OR RESTRICT ACCESS TO THE APP) THAT, IN COMPANY'S SOLE DISCRETION, VIOLATES ANY PROVISIONS OF THIS SECTION OR THESE TERMS.

USER AGREES THAT USER'S USE OF THE APP SHALL BE AT USER'S SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY, ITS SUPPLIERS, AND AFFILIATES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE APP OR CONTENT, AND USER'S USE THEREOF, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TIMELINESS, ACCURACY, COMPLETENESS, TITLE AND NON- INFRINGEMENT. THE APP AND ALL CONTENT ARE PROVIDED "AS AVAILABLE," "AS IS," AND "WITH ALL FAULTS," WITHOUT WARRANTY OR CONDITION OF ANY KIND. COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE AVAILABILITY, ACCURACY, OR COMPLETENESS OF THE APP OR CONTENT, AND ASSUMES NO LIABILITY OR



RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM USER'S ACCESS TO AND/OR USE OF THE APP OR CONTENT, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF COMPANY OR ITS SUPPLIERS' SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY TRANSMISSION TO OR FROM THE APP, AND/OR (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE APP THROUGH THE ACTIONS OF ANY THIRD PARTY. NEITHER COMPANY NOR ANY OF ITS SUPPLIERS OR AFFILIATES WARRANT THAT (A) THE APP OR CONTENT WILL MEET USER'S REQUIREMENTS, (B) THE OPERATION OF THE APP WILL BE UNINTERRUPTED OR ERROR-FREE, OR (C) THE APP OR CONTENT WILL BE UP-TO-DATE, COMPLETE, COMPREHENSIVE, OR ACCURATE, OR THAT ERRORS WILL BE CORRECTED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO USER. IF USER IS A RESIDENT OF A JURISDICTION THAT REQUIRES A SPECIFIC STATEMENT REGARDING RELEASE, THEN THE FOLLOWING APPLIES.

**14. LIMITATION OF LIABILITY.** IN NO EVENT SHALL COMPANY, ITS SUPPLIERS, OR AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM OR RELATED TO ANY (I) ERRORS, MISTAKES, OR INACCURACIES IN THE APP, (II) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF THE APP, (IV) ANY TRANSMISSION OF DATA TO OR FROM THE APP, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE APP, (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF USER'S USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE

AVAILABLE VIA THE APP, AND/OR (VII) THE DISCLOSURE OF INFORMATION PURSUANT TO THESE TERMS, IN EACH CASE WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

IF ANY EXCLUSION, DISCLAIMER OR OTHER PROVISION CONTAINED IN THIS AGREEMENT IS HELD TO BE INVALID FOR ANY REASON AND COMPANY, OR ONE OF ITS AFFILIATES, OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES BECOMES LIABLE FOR LOSS OR DAMAGE THAT COULD OTHERWISE BE LIMITED, SUCH LIABILITY WHETHER IN CONTRACT, TORT OR OTHERWISE WILL NOT EXCEED IN THE AGGREGATE THE GREATER OF THE AMOUNT ACTUALLY PAID BY USER TO COMPANY (IF ANY) OR ONE HUNDRED DOLLARS (\$100.00 USD). BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO USER. IF USER IS DISSATISFIED WITH ANY PORTION OF THE APP, OR WITH ANY PORTION OF THESE TERMS, USER'S SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE APP.

Any claim or cause of action arising out of or related to User's use of the App, these Terms, or User's use of Content made available through or on the App must be filed within one (1) year after such claim or cause of action arose or it shall forever be barred, notwithstanding any statute of limitations or other law to the contrary.

15. **Indemnity.** User agrees to defend, indemnify, and hold Company harmless from and against any and all claims, losses, liability, costs, and expenses (including attorneys' fees) arising from or related to User's use of the App, and User covenants not to sue Company or its affiliates for any injuries to User or User's property arising out of or related to User use of the App or its Content.

16. **Disputes.** User agrees that the App shall be deemed solely based in the United States. These Terms shall be governed by the internal substantive laws of the State of Florida, without respect to its

conflict of laws principles. User hereby agrees that any dispute between User and Company, including those arising out of or relating in any way to this Agreement or User's use of the App or any information, materials or services User obtains from Company shall be resolved exclusively by confidential binding arbitration. The arbitration shall be conducted before three neutral arbitrators in Jacksonville, Florida, U.S.A., in accordance with the rules of the American Arbitration Association ("AAA"), as then in effect. No claims of any other parties may be joined or otherwise combined in the arbitration proceeding. Unless otherwise expressly required by applicable law, each party shall bear its own attorneys' fees without regard to which party is deemed the prevailing party in the arbitration proceeding. Punitive and consequential damages may not be awarded under this Agreement.

BECAUSE THE USE OF THE APP REQUIRES THE ARBITRATION OF ANY CLAIMS OR DISPUTES EXISTING BETWEEN THE PARTIES, NEITHER PARTY WILL HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR BEFORE A JUDGE OR JURY OR TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. THE ARBITRATORS' DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT EITHER PARTY WOULD HAVE IF SUCH PARTY WENT TO COURT, INCLUDING WITHOUT LIMITATION THE RIGHT TO CONDUCT DISCOVERY OR TO APPEAL, MAY BE LIMITED OR UNAVAILABLE IN ARBITRATION.

The award of the arbitrators may be enforced in any court having jurisdiction thereof. Each party hereby consents (i) to the exclusive jurisdiction of the state or federal courts located in Jacksonville, Florida for any action (a) to compel arbitration, (b) to enforce any award of the arbitrators, (c) at any time prior to the qualification and appointment of the arbitrators, for temporary, interim or provisional equitable remedies, or (d) to enforce Company's intellectual property rights of these Terms, and (ii) to service of process in any such action by registered mail or any other means provided by law. Should this section be deemed invalid or otherwise unenforceable for any reason, it shall be severed and the parties

agree that sole and exclusive jurisdiction and venue for any claims will be in the state or federal courts in Jacksonville, Florida.

**17. Copyright Infringement.** In accordance with the U.S. Federal Digital Millennium Copyright Act (“DMCA”), Company has designated an agent to receive notifications of alleged copyright infringement associated with the App. Company will, upon receiving proper notice as set forth below, use commercially reasonable efforts to investigate notices of copyright infringement and take appropriate action. If User believes that User’s copyrighted work or the copyrighted work of another party is being infringed, please notify Company at [support@etectRx.com](mailto:support@etectRx.com) or through the address at the end of this page. When notifying us of the alleged copyright infringement, please provide us with the following: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright interest that is claimed to have been infringed; (b) identification of the copyrighted work alleged to have been infringed; (c) a description of the material that is claimed to be infringing and information sufficient to locate the material on the App; (d) information sufficient to contact the complaining party, such as a physical address, telephone number, and, if available, an electronic mail address; (e) a statement that the complaining party has a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (e) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on the copyright owner’s behalf.

If Company in good faith believes material to infringe a copyright or otherwise violate any intellectual property rights is present in the App or its Content, Company will remove or disable access to such material.

**18. Miscellaneous.** Company may assign its rights and duties under these Terms without notice to User. User may not assign these Terms without the prior written consent of Company, and any assignment

in contravention of the foregoing shall be null and void. If any provision of these Terms is deemed invalid or unenforceable by a court of competent jurisdiction, such provision shall not affect the validity or enforceability of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and Company's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. These Terms, as revised from time to time by Company, constitute the entire agreement between the parties with regard to the subject matter in these Terms and supersede all prior understandings and agreements, whether written or oral, as to such subject matter. Any headings contained herein are for directory purposes only, do not constitute a part of these Terms, and shall not be employed in interpreting these Terms.

19. **Contact Information.** If User has any questions about these Terms, our practices, or User's dealings with the App, please contact us at [support@etectRx.com](mailto:support@etectRx.com). User also may contact us at the address set forth below:

etectRx, Inc.  
747 SW 2<sup>nd</sup> Avenue  
Suite 365T, IMB 24  
Gainesville, Florida 32601  
Attn: VP Information Systems

These Terms were last modified: March 6, 2020.