

Smart Diagnostic Devices

Terms and Conditions for Services

These Terms and Conditions for Services (“Terms”) are entered into between Smart Diagnostic Devices Company (“Us” or “Company”) and you, the Customer for use of the SmartMoveCloud Service (the “Service”). By clicking to accept or agree to the Terms when this option is made available to you, you represent that you have read and understood, and agree to be bound by these Terms. By using our site, you accept these terms and conditions in full. If you do not agree with these terms and conditions or any part of these terms or conditions, you must not use the Service. There shall be no force or effect to any different terms of any related purchase or subscription other than those contained herein, in our Privacy Policy and our Business Associate Agreement, even if signed by the parties after the date hereof.

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Service. As part of the registration process, Customer will identify an administrative user name and password for Customer’s Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with Company’s standard practices, which may change from time to time.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services (“Software”); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels.

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are “commercial items” and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company’s standard published policies then in effect (the “Policy”) and all applicable laws and regulations. [Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys’ fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer’s use of Services, including any damages, losses, liabilities, settlements and expenses arising from data breach or loss. Although Company has no obligation to monitor Customer’s use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “Equipment”). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer’s knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “Proprietary Information” of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services (“Customer Data”). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information (excluding personal health information which shall be protected under the terms of a Business Associate Agreement entered by and between the Parties (“BAA”) after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data, excluding any data that is derived from the Customer Data and any data compiled and retained by Company under the terms of its Privacy Policy. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Customer hereby grant to Company a royalty-free, fully-paid, non-exclusive, non-transferable, sub-licensable, worldwide right to any software, methodologies, templates, business processes, documentation or other material authored, invented or otherwise created by Customer while using or for use with the Intellectual Property. Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

4. BREACH

In the event of an alleged breach of these Terms, the BAA or Privacy Policy by Customer, Company may take such action as the Company deems appropriate to remedy the breach, including but not limited to; a) suspending Customer access to the Service; b) blocking computers using Customer IP address from accessing the Service; c) contacting Customer’s internet service provider (ISP) to request that they block Customer access to the Service; and/or d) bringing court proceedings against Customer to enforce Company’s rights.

5. TERMINATION

5.1 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days’ notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Additionally, Company may, in its sole and absolute discretion, terminate this Agreement and the Services for business or non-business reasons which may include but is not limited to, Service cancellation, bankruptcy, sale of the Company, or due to court order. Customer will pay in full for the Services up to and including the last day on which the Services are provided. In the event Company so terminates this Agreement for any reason other than non-material breach by Customer, Company shall refund Customer any prepaid amounts for the duration of any unused subscription term on a pro rata basis. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter, Customer’s account shall be disabled and Customer data shall be purged or deleted pursuant to its obligations set forth in the BAA. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall deliver the Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company’s reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail, or via posting on the Company’s website of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION

SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. INDEMNITY

7.1 Company shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

7.2 To the maximum extent permitted by applicable laws, Customer shall to defend, indemnify and hold Company, its affiliates and licensors and its respective officers, directors, employees, contractors, agents, licensors and suppliers harmless from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees and other costs of defense) resulting from Customer's violation of these Terms or Customer's use of the Service or Software. Company shall be entitled, at its sole expense, to participate in the defense and settlement of the claim or action with counsel of Company's choosing. Customer may not settle any claims without our prior written consent (which will not be unreasonably withheld).

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement, the BAA and the Privacy Policy, combined memorializes the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Minnesota without

regard to its conflict of laws provisions. Any legal suit, action or proceeding arising out of, or related to, these Terms or the Service shall be instituted exclusively in the federal courts of the United States or the courts of the State of Minnesota, in each case located in Hennepin County, Minnesota.

Smart Diagnostic Devices

Free Trial Terms and Conditions for Services

INTRODUCTION

Please read these terms and conditions of use (“Terms of Use”) before you begin using the site. These Terms of Use govern your “Free Trial” use of the Service. By accessing or using the Service on a Free Trial basis, or by clicking to accept or agree to the Terms of Use when this option is made available to you, you represent that you have read and understood, and agree to be bound by these Terms of Use. If you do not agree with these terms and conditions or any part of these terms or conditions, you must not use the Service. Upon entering a service subscription with us, you will be subject to our Basic/Standard Account Terms and Conditions.

Personally identifiable information collected about you during Free Trial registration is treated in accordance with our Privacy Policy, which is hereby incorporated into these Terms of Use by reference. If you do not agree to these Terms of Use or the Privacy Policy, you must not use the Website or Service.

You must be at least 18 years of age to use the Service. By using the Service (and by agreeing to these terms and conditions), you warrant and represent that you are at least 18 years of age.

DEFINITIONS

In these Terms & Conditions of Use, the following terms shall have the meaning indicated:

- **“Company”** means Smart Diagnostic Devices.
- **“Customer(s)”** – means individuals or entities who use the Website or the Services of the Company, or who commence any other business with the Company;
- **“Free Trial Service”** –means the Service made available to you in a limited capacity and for a limited time for testing, trial and evaluation. Free Trial Service may not include all features or accessibility of the Service.
- **“SDD”** means Smart Diagnostic Devices;
- **“Service(s)”** means SmartMoveCloud and includes the Free Trial Service.
- **“You”** means any and all persons accessing or using the Website and/or Service;
- **“We”, “Our”** and **“Us”** mean Smart Diagnostic Devices.
- **“Website”** means <https://smartmovecloud.com> and all affiliated pages and content.

ACCESS

You shall use the Free Trial Service exclusively to test and evaluate the Service. To access portions of the Free Trial Service or certain resources, you may be asked to provide certain registration details or other information. It is a condition of your use of the Free Trial Service, and you hereby represent and warrant, that all information you provide is correct, current and complete. You must logout from the Free Trial Service at the end of each session. You agree that you are solely responsible to us for all activities identified with your access and registration. The Company has the absolute right to disable any user name or password, at any time, for any reason, including, if in our sole discretion we believe that you have failed to comply with any provision of these Terms of Use.

LIMITED LICENSE TO USE THE FREE TRIAL SERVICE

Unless otherwise stated, Smart Diagnostic Devices and/or its licensors own the intellectual property rights in the Website and its content, and the Service. All such Intellectual Property rights are protected by United States and international laws regarding copyrights, trademarks, trade secrets and other intellectual property or proprietary rights. As used herein, “Intellectual Property” means the information, text, displays, images, video, audio, and user interfaces included in the Website and Service or generated by the Website or Service, and the design, selection and arrangement thereof, as well as the technology that is used by us to deliver the Service, including: (a) software code (whether in source or object form) including platforms and applications, hardware, algorithms, templates, graphical user interfaces, architectures, class libraries, application programming interfaces, objects, methodologies, and

documentation (both printed and electronic) acquired or developed by us; and (b) any derivative works, improvements, enhancements or extensions of the foregoing made by either you or us. Except as expressly provided in this Agreement, we do not grant you (and expressly reserves) any rights, express or implied, or ownership in the Intellectual Property. No right, title or interest in or to the Website or Service is transferred to you. We reserve all rights not expressly granted to you herein. You hereby grant to us a royalty-free, fully-paid, non-exclusive, non-transferable, sub-licensable, worldwide right to use: (a) electronic data uploaded or processed by you to the Free Trial Website, excluding Protected Health Information, or otherwise legally protected information; and (b) any software, methodologies, templates, business processes, documentation or other material authored, invented or otherwise created by you using or for use with the Intellectual Property.

You are permitted to use the Free Trial Service only for legitimate business purposes related to your role as a current or prospective customer, supplier or partner of SDD. You shall not copy, modify, create derivative works of, publicly display or perform, republish, download or store, or transmit any Intellectual Property without our express prior written consent or except as expressly provided in these Terms of Use. Subject to the license granted herein, all Intellectual Property rights are reserved.

ACCEPTABLE USE

You may view, (downloading for caching purposes only) and print pages from the website for your own personal use; subject to the restrictions set out below and elsewhere in these terms and conditions.

You shall NOT:

- Enter, upload process, use, transmit or introduce any confidential or sensitive information of any kind, including personally identifiable information, sensitive personal data, health information of any kind, or factual data regarding any party including, but not limited to: (1) information protected under the privacy or security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or subject to the Health Information Technology for Economic and Clinical Health (HITECH) Act; or (2) non-public sensitive or personally identifiable information including but not limited to driver license numbers, passport numbers, social security numbers, tax identification numbers, voter registration numbers or similar identifying numbers, health information, or financial information including bank, checking, credit card, debit card, or other account numbers during your use of the Free Trial Service;
- Register for, and access the Free Trial Service more than five (5) times;
- To license, sub-license, sell, re-sell, rent, lease, transfer, distribute or time share the Free Trial Service or any of its components, or otherwise make them available for access by third parties;
- Use the Website or Service in any way that causes; or may cause, damage to the Website or Service or impairment of the availability and/or accessibility of the Website or Service; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose of activity;
- Republish, in any way material from the Website or Service (including republication on another website);
- Show any material from the website in public;
- Reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose, including, but not limited to the purpose of developing a product or service that competes with the Service;
- Edit or otherwise modify any material on the Website or Service;
- Redistribute material from this website, except for content specifically and expressly made available for redistribution, and in such case only within your organization;
- Use any content contained on the Website or the Service, or any derivative thereof for any marketing, advertising or similar purpose;
- Use the Website to transmit or send unsolicited commercial communications;
- Monitor or attempt to gain unauthorized access to: (1) an account or computer not belonging to you; (2) any data, information or communications on any network or system not owned by you, without authorization; (3) any system or network user accounts or passwords of other users, without authorization; or (4) e-mail addresses, screen names or other identifiers without the consent of the person identified (including, without limitation, phishing, password robbery, spidering and harvesting); or
- Take any action that may have a detrimental effect on the Free Trial Service's function, user interaction or security, including but not limited to: (1) gaining unauthorized access to, or attempting to compromise the security of, any network, system, computing facility, equipment, data or information; (2) attempting to intercept, redirect or otherwise interfere with communications intended for others; (3) disabling, damaging overburdening or impairing the Free Trial Service or any server, computer or database connected to or accessed by the Free Trial Service; (4) modifying, blocking or otherwise

interfering with the display of the Free Trial Service; (5) interfering with another user's ability to access, use and enjoy the Free Trial Service; (6) accessing another user's registration information or user account without that user's express written permission; (7) transmitting or introducing any malicious or technologically harmful element to the Free Trial Service such as a spyware program, virus, Trojan horse, worm or logic bomb; and (8) performing, without the Company's express prior written authorization, scalability testing, load testing, probing, scanning, penetration or vulnerability testing of the Free Trial Service.

RESTRICTED ACCESS

Access to certain areas of the Website is restricted and limited to Customers who register to use the Free Trial Service or the Service. We reserve the right to restrict access to areas of the Website, including the entire Website, at our discretion.

If we provide you with a User ID and Password; to enable your access to restricted areas of the Website, including the Free Trial Service and/or Service, or other content or services, you shall ensure that the User ID and Password are kept confidential.

USER CONTENT

In these Terms of Use, "your user content" means material (including without limitation: text, images, audio material, video material and audio/visual material) that you submit to the Website, or Service, for whatever purpose.

Your user content must not be illegal or unlawful, must not infringe any third-party's legal rights, and must not be capable of giving rise to legal action whether against you or Smart Diagnostic Devices or a third-party (in each case, under any applicable law).

You must not submit any user content to the Website or Service that is, or has ever been the subject of any threatened or actual legal proceeding or other similar complaint.

Smart Diagnostic Devices reserves the right to edit or remove any material submitted to the Website, or stored on Smart Diagnostic Devices' servers, or hosted or published on the Website.

FREE TRIAL TIME PERIOD

The Free Trial Service is available to Customers upon successful registration. Access to the Free Trial Service may be limited, as outlined in these Terms of Use, or in any other manner in which we, in our sole and absolute discretion, determine appropriate.

We reserve the right to terminate or modify the Free Trial Service in whole or in part, in any manner in our sole discretion, without notice. We will not be liable if, for any reason, all or any part of the Free Trial Service is unavailable at any time or for any period. From time to time, we may restrict access to all or part of the Free Trial Service to a subset of permitted users. You are solely responsible for making all arrangements necessary for you to access the Free Trial Service.

Currently, you may be permitted limited access to the Free Trial Service for a period not to exceed two weeks (the "Free Trial Period").

Upon termination or expiration of the Free Trial Period all access to the Free Trial Service will be disabled, and all data will be deleted.

You are responsible for implementing appropriate privacy and security safeguards to protect your Protected Health Information in compliance with HIPAA. Without limitation, it is your obligation to not include Protected Health Information in information you submit while accessing the Free Trial Service. We do not act as, or have the obligations of, a Business Associate under HIPAA with respect to your data unless and until you register for a Basic/Standard Account, agree to our Basic/Standard Terms and Conditions, and enter a Business Associate Agreement with us.

NO WARRANTIES

We cannot and do not promise or warrant that any aspect of the Website or Free Trial Service is free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Website for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR THE FREE TRIAL SERVICE OR ITEMS OBTAINED THROUGH THE WEBSITE OR FREE TRIAL SERVICE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE AND FREE TRIAL SERVICE, INCLUDING ANY WEBSITE CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE, IS AT YOUR OWN RISK AND PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER SDD NOR ANY PERSON ASSOCIATED WITH SDD MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE OR FREE TRIAL SERVICE.

WITHOUT LIMITING THE FOREGOING, NEITHER SDD NOR ANYONE ASSOCIATED WITH US REPRESENTS OR WARRANTS THAT THE WEBSITE OR SERVICE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES IT, OR THE FREE TRIAL SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR FREE TRIAL SERVICE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

SDD HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE WEBSITE, ITS CONTENT, AND THE FREE TRIAL SERVICE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

LIMITATIONS OF LIABILITY

EXCEPT TO THE EXTENT THAT A DISCLAIMER OF LIABILITY IS PROHIBITED UNDER APPLICABLE LAW, IN NO EVENT WILL SDD, ITS AFFILIATES AND ITS LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, OR FREE TRIAL SERVICE, OR SERVICES OR MATERIALS MADE AVAILABLE THROUGH THE WEBSITE, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

WAIVER AND SEVERABILITY

No waiver of these Terms of Use by us shall be deemed a further or continuing waiver of such term or condition or any other term or condition, and any failure of ours to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect. Without prejudice to Smart Diagnostic Devices' other rights under these terms and conditions, if you breach these terms and conditions in any way, Smart Diagnostic Devices may take such action as the Company deems appropriate to deal with the breach, including but not limited to;

- Suspending your access to the Website and/or Service;

- Prohibiting your access to the Website and/or Service;
- Blocking computers using your IP address from accessing the Website and/or Service;
- Contacting your internet service provider (ISP) to request that they block your access to the Website and/or Service;
- And/or bringing court proceedings against you.

INDEMNITY

To the maximum extent permitted by applicable laws, you agree to defend, indemnify and hold us, our affiliates and licensors and their respective officers, directors, employees, contractors, agents, licensors and suppliers harmless from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees and other costs of defense) resulting from your violation of these Terms of Use or your use of the Website or Free Trial Service, including, without limitation, any use of the Website's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website. We will be entitled, at our sole expense, to participate in the defense and settlement of the claim or action with counsel of our choosing. You may not settle any claims without our prior written consent (which will not be unreasonably withheld). You shall have no obligation to indemnify us against a claim to the extent that a claim is based on the alleged infringement of intellectual property rights by us, the Website or The Service.

MODIFICATION OF TERMS OF USE

Smart Diagnostic Devices may revise these terms and conditions periodically. Revised terms and conditions will apply to the use of this website from the revised date of publication. Please check these Terms of Use regularly to ensure that you are familiar with the current version.

ASSIGNMENT

Smart Diagnostic Devices may transfer, sub-contract, or otherwise deal with Smart Diagnostic Devices' rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

ENTIRE AGREEMENT

These terms and conditions constitute the "Entire Agreement" between you and Smart Diagnostic Devices, in relation to your use of the Website and the Free Trial Service and; supersedes all previous agreements regarding your use of the Website and Free Trial Service

LAW AND JURISDICTION

These Terms of Use shall be governed by and construed in accordance with laws of the United States of America and the internal laws of the State of Minnesota. Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website or Free Trial Service shall be instituted exclusively in the federal courts of the United States or the courts of the State of Minnesota, in each case located in Hennepin County, Minnesota although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You hereby irrevocably waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.