



SOOM

TERMS OF SERVICE FOR INDIVIDUAL USERS

www.soom.com/tos

Last updated May 29, 2019

This Terms of Service sets forth the terms, conditions and limitations that apply to your use and access of the website located at www.soom.com and associated sub-domains (the "Site"), our mobile apps (the "App"), and the products or services that we provide through the Site and the App (the "Services").

In this Terms of Service, the "we", "us" or "our" means Soom, Inc., a Delaware corporation and (as the context suggests) its stockholders, directors, officers, employees, agents, representatives, affiliates, contractors, service providers, and/or designees; "both of us" means both you and us; "Terms of Service" or "TOS" means this Terms of Service and other documents incorporated herein by reference; "Platform" means the Site, the Apps and the Services, collectively or individually as the context suggests, offered by us; "you" or "your" means the person or company using the Platform.

By accessing or using the Platform, you understand and agree to be bound by the terms and conditions of this TOS and the Privacy Policy (as defined below), as each may be amended at any time and from time to time. If you do not agree to this TOS, then you may not use the Platform. You agree and represent that: (a) you have the authority to enter into and be bound by this TOS, and you will not use the Platform in any manner or attempt to use the Platform in any manner that will violate this TOS; and (b) you are 18 years or older.

DESCRIPTION OF THE SERVICES

Our Services permit users to obtain information about medical devices from the openFDA databases of the United States Food and Drug Administration (FDA) through the use of our mobile scan and cloud-based technology.

INFORMATION FROM THIRD PARTY SITES INCLUDING THE OPENFDA DATABASE

By accessing and using the Services, you expressly authorize and direct us, on your behalf, to electronically retrieve information maintained by third party sites, including the openFDA database. We do not review third party data for accuracy, legality or non-infringement. We are not responsible for and cannot guarantee the accuracy or timeliness of the third party data we retrieve on your behalf directly from third party technology or data provider.

Do not rely on openFDA or other information provided through the Services to make decisions regarding medical care. Always speak to your health provider about the risks and benefits of FDA-regulated products. We are not medical professionals or a health care provider. You need to consult your own health care providers for medical advice.

We cannot always foresee or anticipate technical or other difficulties which may result in failure to obtain data or loss of data, personalized settings or other service interruptions. We assume no responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any user data, communications or personalized settings.

USE OF THE PLATFORM

Except as set forth in "Other Agreements; Software, Services or Access", below, we grant you a nonexclusive, limited, royalty-free, revocable license during the term of this TOS to use our Platform strictly to facilitate your personal, non-commercial use of our Services. Use of the Platform for any public purpose or to provide services to third parties is strictly prohibited. You may not assign (or grant any sub-license of) your rights to use the Platform, grant a security interest in or over your rights to use the Platform, or otherwise transfer any part of your rights to use the Platform.

You agree that you will NOT do any of the following: (i) use our Platform for illegal purposes; (ii) use our Platform to transmit anything that is unlawful, libelous, intended to harass or violate the rights of another; (iii) resell or make any commercial use of the Platform, as the Platform is intended solely for your use as an end user; (iv) decipher, decompile, disassemble or reverse engineer any technology associated with the Platform, including but not limited to any software applications, Java applets or plug-ins associated with the Services; (v) use any robot, spider, webcrawler, scraper, deep link or similar automated extraction or data gathering mechanism, program or tool to access, copy or monitor our Platform or any portion thereof without our prior written consent; (vi) post or transmit any file or email which contains viruses, worms, Trojan horses or any other damaging or destructive elements; or (vii) otherwise access the Platform through unauthorized means, including, but not limited to, by using an automated device, script, bot, spider, crawler, scraper or through any interface not provided by us.

Your access and use of the Platform may be interrupted at any time and from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Platform or other actions that we, in our sole discretion, may elect to take. In no event will we be liable to you or any third party for any loss, cost, or damage that results from any scheduled or unscheduled downtime.

Your sole and exclusive remedy for any failure or non-performance of the Platform, including any associated software or other materials supplied in connection with the

Platform, shall be for us to use commercially reasonable efforts to effectuate an adjustment or repair of the Platform.

OTHER AGREEMENTS; SOFTWARE, SERVICES OR ACCESS

Service providers, vendors and other third parties (“Sponsors”) who have entered into a separate written agreement with us regarding their use of the Platform (a “Sponsor Agreement”) have the additional rights to use the Platform as set forth in the applicable Sponsor Agreement. Sponsor’s use of the Platform is subject to the terms and conditions contained in this TOS. Notwithstanding the foregoing, to the extent that the terms and conditions contained in the applicable Sponsor Agreement conflicts with the terms and conditions contained in this TOS, the terms and conditions contained in the applicable Sponsor Agreement shall govern the Sponsor’s use of the Platform. Sponsor’s customer’s use of the Platform shall be governed by this TOS.

We may provide software products or services under the terms and conditions of a separate agreement between you and us (each, an “Other Agreement”). Our obligations with respect to any product, service, or access that we make available to you under any Other Agreement shall be governed solely by the Other Agreement under which such product or service is provided and this TOS shall not be deemed or construed to alter the terms and conditions of such Other Agreement.

The use of other software and services provided by us is governed by the terms and conditions of the end user license agreement, if any, which accompanies or is included with such materials (the “License Agreement”). You may not install any software that is accompanied by or includes a License Agreement unless you first have agreed to the terms and conditions of the License Agreement. If no License Agreement accompanies or is included with such software, then such software shall be deemed to be Our Materials (as defined below) hereunder and this TOS shall govern your use of such software. FURTHER REPRODUCTION OR REDISTRIBUTION OF ANY SOFTWARE IS EXPRESSLY PROHIBITED, UNLESS SUCH REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PERMITTED BY THE LICENSE AGREEMENT ACCOMPANYING OR INCLUDED WITH SUCH SOFTWARE.

THIRD PARTY SOFTWARE AND SERVICE PROVIDERS

To facilitate the function of certain areas of the Platform, we may license software, tools and services from third party providers. At any time and from time to time, we may revise this TOS as requested by our third party providers and require that you agree to additional pass-through terms and conditions with respect to such third party providers. In the event that any use of the services of such third party provider results in you leaving our Platform and entering the site of a third party provider, then you will be subject to the terms of service or use and privacy policy of such third party provider, so please review such terms carefully.

FEES

We do not currently charge users to access or use the Services, however we may, at any point and in our discretion, elect to begin charging fees for use of various portions of the Services. We will give you at least 30 days' notice before requiring payment as a condition of using the Services.

PRIVACY POLICY; USE OF PROVIDED DATA

In order to allow you to use the Platform, you will need to provide us with certain data we use to provide you the Services ("Provided Data"), such as information about specific medical devices or similar items. In addition, if you contact us for help or information concerning usage of the Platform, you may provide us with contact information and a descriptions of your issue or request in order for us to provide you with support ("Support Data"). In general, Provided Data does not contain any personally identifiable information, and (except for Support Data) all personally identifiable information we receive from you is stored on your device and not transmitted to your Platform. We are not regulated by federal laws relating to health care privacy such as HIPAA (the Health Insurance Portability and Accountability Act of 1996). However, your Support Data, Provided Data and certain other information about you is subject to our privacy policy ("Privacy Policy"). For more information, you can review our full Privacy Policy at www.soom.com/privacy-policy. By your use of the Platform, you agree to the Privacy Policy and any changes to the Privacy Policy, as it may be amended from time to time in the future. You agree to the collection and use of this information (as set forth in the Privacy Policy), including (i) the combination of your information you enter or upload on the Platform with that of other users of the Platform, and (ii) the transfer of this information to the United States and/or other countries for storage, processing, and use by us and our affiliates.

We do not claim ownership of the Provided Data you submit or otherwise make available for use with the Platform. This means that you, and not us, are entirely responsible for all Provided Data that you upload, post, email, transmit, store or otherwise make available through the Platform. You are responsible for any lost or unrecoverable Provided Data. By submitting Provided Data to us, you represent that you have all necessary rights in such Provided Data, without any obligation by us to pay any fees or be subject to any restrictions or limitations, and hereby grant us a perpetual, worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, host, reproduce, distribute, prepare derivative works of, modify, display, and perform all or any portion of the Provided Data that you submit to us in connection with the Platform and our business.

We may access, preserve, and disclose your Support Data and Provided Data if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this TOS; (c) respond to claims that any Provided Data violates the rights of third parties; (d) respond to your requests

for customer service; or (e) protect our (or our users or the public's) rights, property, or personal safety.

You may voluntarily provide (in connection with your use of the Platform or related Services) suggestions, comments or other feedback. We are not required to hold such feedback in confidence, and such feedback may be used by us for any purpose without obligation to you of any kind; provided, that we will not disclose the source of specific feedback without your consent; and nothing in this TOS restricts the use by you of such feedback or ideas that you provide to us.

OUR PROPRIETARY RIGHTS

The technology and content used to offer, or provided in connection with, the Platform, including its "look and feel" (e.g., text, graphics, images, logos and button icons), photographs, music, sounds, data, videos, messages, illustrations, tutorials, promotional materials, editorial content, notices, proprietary software (including html-based computer programs) and other content that we may make available through the Platform are either owned by us or licensed by us from third party licensors (collectively, "Our Materials"). The Platform and Our Materials are protected under both United States and other applicable copyright, patent, trademark and other intellectual property laws. As between you and us, we own the Platform and Our Materials, and all underlying software, inventions, ideas, trade secrets, trademarks and services marks related to the Platform and Our Materials. "Soom" is our trademark. All other product names and company logos found on promotional materials presented to you through the Platform are the copyrights, trademarks or service marks of their respective owners. You agree not (and to not allow any third party) to copy, modify, reverse engineer, reproduce, duplicate, perform, create derivative works from, republish, upload, post, transmit, sell, trade, exploit or otherwise distribute in any way whatsoever any of Our Materials, information, trademarks or service marks without our express, written consent. You agree not to use, or permit any third party to use, the Platform or Our Materials in any manner that violates any applicable law, regulation or this TOS

GENERAL PRACTICES REGARDING USE AND STORAGE

You acknowledge that we may establish general practices and limits concerning use of the Platform, including without limitation the maximum number of times (and the maximum duration for which) you may access the Platform in a given period of time. We have no responsibility or liability for the deletion or failure to store any information maintained or transmitted by the Platform. We may modify these general practices and limits at any time and from time to time.

The Platform and software embodied within the Platform may include security components that permit digital materials to be protected, and use of these materials is subject to usage rules set by us and/or content providers who provide content to the Platform. You may not attempt to override or circumvent any of the usage rules embedded

into the Platform. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Platform, in whole or in part, is strictly prohibited.

TERMINATION

This TOS will continue to apply until terminated either by you or us as set forth below. If you want to terminate your legal agreement with us, you may do so by terminating the use of the Platform and removing our software from your devices.

We may, under certain circumstances and without prior notice, immediately terminate your access to the Platform. Cause for such termination shall include, but not be limited to, (a) breaches or violations of this TOS or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) discontinuance or material modification to the Platform (or any part thereof), (d) unexpected technical or security issues or problems, (e) extended periods of inactivity, (f) you have engaged in fraudulent or illegal activities, or (g) for any other reason or no reason, in our and absolute discretion.

The termination of this TOS will not affect any of our rights or your obligations arising under this TOS prior to the date of termination.

INDEMNITY

You hereby agree to defend, indemnify and hold us and our subsidiaries, affiliates, officers, members, stockholders, co-branders, and employees, consultant and agents harmless from any claim or demand (including reimbursing us any reasonable attorneys' fees incurred by us in the defense of any such claim or demand), made by any third party due to or arising out of Support Data or Provided Data you submit, post, transmit, store or otherwise make available through the Platform, your infringement of any intellectual property rights, your use of the Platform, your connection to the Platform, your purchase of products or services through the Platform, your violation of this TOS, or your violation of any rights of another. We retain the right to retain counsel of our choosing in our sole discretion. Furthermore, you must cooperate in good faith to assist us in our defense and any settlement negotiations related thereto, and to reimburse us for reasonable settlement amounts, if any.

DISCLAIMER OF WARRANTIES AND LIABILITY

- YOUR USE OF THE PLATFORM AND ALL RELATED SERVICES, INCLUDING ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM OUR PLATFORM IS AT YOUR SOLE RISK. THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. WE ASSUME NO RESPONSIBILITY FOR ERRORS OR OMISSIONS MADE BY YOU OR ERRORS OR OMISSIONS IN THE CONTENT, INFORMATION OR OTHER DATA AND DOCUMENTS WHICH

ARE REFERENCED BY, LINKED TO OR PROVIDED BY OR THROUGH THE PLATFORM AND ALL RELATED SERVICES. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

- Use of the Platform may be available through a compatible mobile device, Internet, and/or network access and may require software. You may be required to download our mobile application in order to use the App. Users of the App will be governed by the terms and conditions provided to you at the time you download the App. You agree that you are solely responsible for these requirements, including any applicable equipment, changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider. WE MAKE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER OF THE TELECOMMUNICATION SERVICES AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OR INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

- WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE WILL NOT BE LIABLE FOR AND MAKE NO WARRANTY THAT (i) THE PLATFORM WILL MEET YOUR REQUIREMENTS, (ii) YOUR USE OF THE PLATFORM OR THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PLATFORM WILL BE ACCURATE, RELIABLE OR COMPLETE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE PLATFORM WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE PLATFORM OR ANY SOFTWARE THAT WE PROVIDE OR THAT WE USE IN OFFERING THE PLATFORM WILL BE CORRECTED.

- ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PLATFORM IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

- NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM THE PLATFORM SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS TOS.

LIMITATION OF LIABILITY; RELEASE

WE SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE

USE OR THE INABILITY TO USE THE PLATFORM; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE PLATFORM; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE PLATFORM; OR (v) ANY OTHER MATTER RELATING TO THE PLATFORM OR ANY SERVICES OFFERED THROUGH THE PLATFORM. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS TOS, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY RECEIVED BY US FROM YOU DURING THE SIX (6) MONTHS PRECEDING THE EVENT WHICH GAVE RISE TO SUCH LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE OR EXTEND THIS LIMIT.

To the fullest extent permitted by applicable law, you, on behalf of your heirs, executors, administrators, legal and personal representatives, hereby release, waive, acquit and forever discharge us from and against, and covenant not to sue us or any party associated with us for, all claims you have or may have arising out of or in any way related to these terms or the food and supplements provided by us. If you are a California resident, you hereby waive your rights under California Civil Code 1542, which states "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF MAY NOT APPLY TO YOU.

NOTIFICATIONS

We may at any time and from time to time provide certain communications to you such as service announcements, administrative messages and other notifications ("Alerts"). Alerts may be sent to you following certain changes to our Platform. You understand and agree that any Alerts provided to you through the Platform may be delayed or prevented by a variety of factors. We will make commercially reasonable efforts to provide Alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any Alert. We will not be liable for any delays, failure to deliver, or misdirected delivery of any Alert; for any errors in the content of an Alert; or for any actions taken or not taken by you or any third party in reliance on an Alert.

Alerts will in general be sent by means of a general notice through the Platform. Anyone with access to a device which access the Platform may be able to view the contents of these Alerts.

By providing us with your email address, you consent to receive all required Alerts regarding our Platform and other offerings electronically. All Alerts in electronic format will be considered to be in writing, and to have been received no later than five (5) business days after or dissemination, whether or not you have received or retrieved the communication. Your consent to receive Alerts electronically is valid until you end your relationship with us. We reserve the right to terminate or change the terms and conditions on which we provide electronic Alerts and will provide you notice thereof in accordance with applicable law.

Any notice you desire to send to us must be sent exclusively by submitting an electronic message via email at info@soom.com, unless explicitly instructed to do otherwise in this TOS.

MODIFICATIONS

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Platform (or any part thereof) with or without notice to you. We shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Platform. We may also revise this TOS at any time, and therefore we suggest that you check this TOS from time to time. We may notify you of any changes by an Alert as provided above. If you do not agree to the changes after receiving notice of the changes to the Platform, you may stop using the Platform as provided above. Your continued access or use of the Platform indicates your agreement to be bound by any such changes.

ENTIRE AGREEMENT

This TOS constitutes the entire agreement between both of us and governs your use of the Platform, superseding any prior agreements between both of us with respect to the Platform. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other services, affiliate services, third party content, or third-party software. The foregoing does not apply to Sponsors who are subject to separate Sponsor Agreements.

CHOICE OF LAW AND FORUM

This TOS and the relationship between both of us shall be exclusively governed by the laws of the United States and the Commonwealth of Massachusetts without regard to its conflict of law provisions. Your exclusive forum for bringing any claim or cause of action against us is the courts located in Boston, Massachusetts. You hereby accept and submit to the personal and exclusive jurisdiction of such courts in any proceeding or action. With respect to any such proceeding or action brought in such courts, you hereby irrevocably

waive, to the fullest extent permitted by law: (a) any objection you may have now or in the future to such jurisdiction or venue, and (b) any claim that such action or proceeding has been brought in an inconvenient form. Nothing limits our right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or any other form of relief.

ARBITRATION

Notwithstanding anything herein, if we elect in our sole discretion to resolve any claim through arbitration, you must cooperate fully with and be bound by such arbitration, without further recourse of any kind. The American Arbitration Association (“AAA”) shall preside over such arbitration. Such arbitration shall be exclusively governed by the laws of the United States and the Commonwealth of Massachusetts without regard to its conflict of law provisions. All proceedings shall take place in Boston, Massachusetts. If there is a conflict between the rules of the AAA and any provision of this TOS, this TOS shall govern. You are responsible for all costs that you incur in the arbitration, including without limitation, expert witnesses or attorneys. The reasonable filing fees and arbitrator’s costs and expenses shall be advanced by us. However, if the arbitration is decided in our favor, you must reimburse us for all of our fees, costs, and expenses related to the arbitration, including without limitation, all fees, costs, and expenses related to filing, arbitrators, expert witnesses, attorneys, and other third parties.

WAIVER AND SEVERABILITY OF TERMS

We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this TOS shall be determined to be invalid or unenforceable under any rule, law, or regulation of any local, state, or federal governmental agency, the validity or enforceability of any other provision of this TOS shall not be affected, and the other provisions of the TOS remain in full force and effect.

NO THIRD-PARTY BENEFICIARIES

Except as otherwise expressly provided in this TOS, there shall be no third party beneficiaries to this TOS.

NO RIGHT OF SURVIVORSHIP AND NON-TRANSFERABILITY

Your right of access to the Platform is non-transferable and any rights to information we store with respect to your usage terminates upon your death or dissolution.

STATUTE OF LIMITATIONS

Notwithstanding any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Platform or this TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

SECTION HEADINGS

The section titles in this TOS are for convenience only and have no legal or contractual effect.

CLAIMS OF COPYRIGHT AND TRADEMARK INFRINGEMENT

If you believe that your intellectual property is being used on the Platform in a way that constitutes copyright infringement, please provide our Designated Agent (set forth below) the following information (as required by Section 512(c)(3) of the Digital Millennium Copyright Act):

- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material on our Platform;
- Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by you, your agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The information specified above must be sent to our Designated Agent, whose contact information is as follows:

Attention: Privacy & Security
Soom, Inc.
50 Milk Street, 16th Floor, Boston, MA 02109
Call +1 (617) 674-8209
Email us at info@soom.com

Please note that Section 512(f) of the Digital Millennium Copyright Act may impose liability for damages on any person who knowingly sends meritless notices of infringement. Please do not make false claims. Any information or correspondence that you provide may be shared with third parties, including the person who provided the allegedly infringing material. Upon receipt of a bona fide infringement notification by the Designated Agent, we will remove or disable access to the infringing material, notify the user that it has removed

or disabled access to the material, and, for repeat offenders, to terminate such user's access to the Platform.

If you believe that your content should not have been removed for alleged copyright infringement, you may send our Designated Agent a written counter-notice with the following information:

- Identification of the copyrighted work that was removed, and the location on the Platform where it would have been found prior to its removal;
- A statement, under penalty of perjury, that you have a good faith belief that the content was removed as a result of a mistake or misidentification; and
- Your physical or electronic signature, together with your contact information (address, telephone number and, if available, email address).

If a counter-notice is received by the Designated Agent, we may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the user, the removed material may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, at our discretion.

SOOM

LAYERED CONSENT

Welcome to Soom! Our Services permit users to obtain information about medical devices from the openFDA databases of the United States Food and Drug Administration (FDA) through the use of our mobile scan and cloud-based technology. Please review our Privacy Policy so that you understand the ways in which we may process your personal data, including your contact details and any other personally identifiable information or health information you provide. You may be asked additional questions to ensure we have your consent to collect and use your personal information for specific purposes. For your convenience, we are summarizing some highlights of our Privacy Policy below, but you should still review the entire Privacy Policy in detail. We may process your personal information for the following purposes:

- collecting, storing and using your personal information for providing the Services, which may include using third parties to provide our Services to you on our behalf and we may share your personal information with them for this purpose, including our cloud host provider, but these third parties will not use your personal information for their own purposes;
- transferring your personal information to and hosting your personal information in data centers within the United States of America;
- de-identifying your personal information (so it no longer identifies you) and providing it in aggregated or non-aggregated form to selected third parties; and
- disclosing your personal information to the extent required by law.

If you do not agree to your personal information being processed for these purposes, or with any other terms of our Privacy Policy please do not use the Services or register to use the Services.