



SOOM

SPONSORED TERMS OF SERVICE

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Last updated May 29, 2019

This Sponsored Terms of Service sets forth the terms, conditions and limitations that apply to your use and access of the www.soom.com (the "Site") and the products or services that we provide through the Site (the "Services").

In this Sponsored Terms of Service, "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; "Sponsored Terms of Service" or "Sponsored TOS" means this Sponsored Terms of Service and other documents incorporated herein by reference; "Platform" means the Site and the Services, collectively or individually as the context suggests, offered by us; "you" or "your" means the end user individual using the Platform.

USE OF THE PLATFORM; SPONSOR AGREEMENT

Your use of the Services under this Sponsored TOS is under an agreement (the "Sponsor Agreement") in place between us and an organization you are associated with (the "Sponsor"), and accordingly, your right to use the Services is also subject to the continuing effectiveness of the Sponsor Agreement. To the extent that the terms and conditions contained in the applicable Sponsor Agreement conflicts with the terms and conditions contained in this Sponsored TOS, the terms and conditions contained in the applicable Sponsor Agreement shall govern your and the Sponsor's use of the Platform. Use of the Platform for any purpose unrelated to the Sponsor Agreement is strictly prohibited; provided, if you have entered into a separate written agreement with us regarding your use of the Platform (a "Separate Agreement") you may have the additional rights to use the Platform as set forth in the applicable Separate Agreement.

Any arrangement between you and the Sponsor relating to your use of the Services is solely between you and the Sponsor; we are not a party to any such agreement. Any issues concerning that relationship must be resolved directly by you and the Sponsor. We will not be held responsible and expressly disclaim any liability whatsoever for any claims, demands or damages direct or indirect of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such issues.

WE MAKE NO WARRANTY TO YOU CONCERNING THE USE OF THE PLATFORM OR ANY RELATED SERVICES, INCLUDING ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM OUR PLATFORM. ANY WARRANTY IS MADE SOLELY TO THE SPONSOR AND SOLELY UNDER THE TERMS OF THE SPONSOR AGREEMENT.

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). ANY RIGHT OF DAMAGES YOU HAVE SHALL BE SOLELY AGAINST YOUR SPONSOR; OUR OBLIGATIONS UNDER THE SPONSOR AGREEMENT SHALL GOVERN OUR LIABILITY TO THE SPONSOR.

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.

We may also collect additional personally identifiable information from you at the direction of the Sponsor, and share that information (in addition to the Provided Data and the Support Data) with the Sponsor. Information we share with the Sponsor is subject to the privacy policy of the Sponsor.

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 Sponsored TOS or the Sponsor Agreement; (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 disclaim any obligation 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 Sponsored 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.

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TERMINATION

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 Sponsored TOS, the Sponsor Agreement 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. Termination of the Sponsor Agreement will automatically terminate your access to the Platform. The termination of this Sponsored TOS will not affect any of our rights or your obligations arising under this Sponsored TOS prior to the date of termination.