

TERMS AND CONDITIONS FOR USE OF EPI'S ALPHA-STIM APP

By downloading or using the Alpha-Stim App (the “App”), these terms will automatically apply to you – you should make sure therefore that you read them carefully before using the App. We are offering you this App to use for your own personal use without cost, but you should be aware that you cannot send it on to anyone else, and you’re not allowed to copy, or modify the App, any part of the App, or our trademarks in any way. You’re not allowed to attempt to extract the source code of the App, and you also shouldn’t try to translate the App into other languages, or make derivative versions. The App itself, and all the trade marks, copyright, database rights and other intellectual property rights related to it, belong to Electromedical Products International, Inc. (“EPI”).

At the bottom of these terms and conditions you will be able to find our Privacy Policy, Acceptable Use of the App, and the general Terms and Conditions.

EPI is committed to ensuring that the App is as useful and efficient as possible. For that reason, we reserve the right to make changes to the App or to charge for its services, at any time and for any reason. We will never charge you for the App or its services without making it very clear to you exactly what you’re paying for.

The EPI App stores and processes personal data that you have provided to us so that you can track your usage of EPI’s products. It’s your responsibility to keep your phone and access to the App secure. We therefore recommend that you do not jailbreak or root your phone, which is the process of removing software restrictions and limitations imposed by the official operating system of your device. It could make your phone vulnerable to malware/viruses/malicious programs, compromise your phone’s security features and it could mean that the EPI App won’t work properly or at all.

You should be aware that there are certain things that EPI will not take responsibility for. Certain functions of the App, such as the ability to download and store your information and update user averages will all require the App to have an active internet connection. The connection can be Wi-Fi, or provided by your mobile network provider, but EPI will not take responsibility for the App not working at full functionality if you don’t have access to Wi-Fi, and you don’t have any of your data allowance left.

If you’re using the App outside of an area with Wi-Fi, you should remember that your terms of agreement with your mobile network provider will still apply. As a result, you may be charged by your mobile provider for the cost of data for the duration of the connection while accessing the App, or other third party charges. In using the App, you’re accepting responsibility for any such charges, including roaming data charges if you use the App outside of your home territory (*i.e.*, region or country) without turning off data roaming. If you are not the bill payer for the device on which you’re using the App, please be aware that we assume that you have received permission from the bill payer for using the App.

Lastly, with respect to EPI's responsibility for your use of the App, when you're using the mobile host function of the App, it's important to bear in mind that although we endeavor to ensure that it is updated and correct at all times, we do rely on third parties to provide information to us so that we can make it available to you. EPI accepts no liability for any loss, direct or indirect, you experience as a result of relying wholly on this functionality of the App.

At some point we may wish to update the App. The App is currently available on Android and iOS – the requirements for both systems (and for any additional systems we decide to extend the availability of the App to) may change, and you'll need to download the updates if you want to keep using the App. EPI does not promise that it will always update the App so that it is relevant to you and/or works with the iOS/Android version that you have installed on your device. However, you agree to always accept updates to the application when offered to you. We may also wish to stop providing the App, and may terminate use of it at any time without giving notice of termination to you. Unless we tell you otherwise, upon any termination the rights and licenses granted to you in these terms will end.

TERMS OF USE AGREEMENT

THIS AGREEMENT CONTAINS WARRANTY DISCLAIMERS AND OTHER PROVISIONS THAT LIMIT EPI'S LIABILITY TO YOU. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AND IN THEIR ENTIRETY, AS USING, ACCESSING AND/OR BROWSING THE APP CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO BE BOUND TO EACH AND EVERY TERM AND CONDITION SET FORTH HEREIN, PLEASE EXIT THE APP IMMEDIATELY AND DO NOT USE, ACCESS AND/OR BROWSE THE APP.

BY ENTERING THE APP, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS, THAT THE PROVISIONS, DISCLOSURES AND DISCLAIMERS SET FORTH HEREIN ARE FAIR AND REASONABLE, AND THAT YOUR AGREEMENT TO FOLLOW AND BE BOUND BY THESE TERMS AND CONDITIONS IS VOLUNTARY AND IS NOT THE RESULT OF FRAUD, DURESS OR UNDUE INFLUENCE EXERCISED UPON YOU BY ANY PERSON OR ENTITY. EPI RESERVES THE RIGHT TO TERMINATE YOUR USE OF THE APP FOR ANY VIOLATION OF THIS AGREEMENT.

MEDICAL ADVICE DISCLAIMER

EPI provides the App and the services, information, content and/or data (collectively, "Information") contained therein for informational purposes only. EPI does not provide any medical advice on the App, and the Information should not be so construed or used. Using, accessing and/or browsing the App and/or providing personal or medical information to EPI does not create a physician-patient relationship between you and EPI. Nothing contained in the App is intended to create a physician-patient relationship, to replace the services of a licensed, trained physician or health professional or to be a substitute for medical advice of a physician or trained health professional licensed in your state. You should not rely on anything contained in the App, and you should consult a physician licensed in your state in all matters relating to your health. You hereby agree that you shall not make any health or medical related decision based in whole or in part on anything contained in the App.

FINANCIAL, LEGAL AND OTHER ADVICE DISCLAIMER

You hereby acknowledge that nothing contained in the App shall constitute financial, investment, legal and/or other professional advice and that no professional relationship of any kind is created between you and EPI. You hereby agree that you shall not make any financial, investment, legal and/or other decision based in whole or in part on anything contained in the App.

INFORMATION DISCLAIMER

Any opinions of EPI on the App are or have been rendered based on specific facts, under certain conditions, and subject to certain assumptions, and may not and should not be used or relied upon for any other purpose, including, but not limited to, for use in or in connection with any legal proceeding. The Information may be changed without notice and is not guaranteed to be complete, correct, timely, current or up-to-date. Similar to any printed materials, the Information may become out-of-date. EPI undertakes no obligation to update any Information on the App; provided, however, that EPI may update the Information at any time without notice in EPI's sole and absolute discretion. EPI reserves the right to make alterations or deletions to the Information at any time without notice.

DISCLAIMER OF ALL WARRANTIES

The Information made available on the App is provided on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind, either express or implied, including, without limitation, warranties of title, non-infringement, and implied warranties of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, EPI makes no warranty, representation or guaranty as to the content, sequence, accuracy, timeliness or completeness of the Information, that the Information may be relied upon for any reason or that the Information will be uninterrupted or error free or that any defects can or will be corrected.

Without limiting the generality of the foregoing, EPI makes no representations or warranties with respect to any Information offered or provided within or through the App regarding treatment of medical conditions, action, or application of medication.

Under no circumstances, as a result of your use of the App, will EPI be liable to you or to any other person for any direct, indirect, special, incidental, exemplary, consequential or other damages under any legal theory, including, without limitation, tort, contract, strict liability or otherwise, even if advised of the possibility of such damages. Without limiting the generality of the foregoing, EPI shall have absolutely no liability in connection with the App for:

1. damages as a result of lost profits, loss of good will, work stoppage, failure of performance, delays in operation or transmission, non-delivery of information, deletions of files, mistakes, defects, errors, interruptions or computer failure or malfunction;
2. any loss or injury caused, in whole or in part, by EPI's actions, omissions, or negligence, or for contingencies beyond EPI's control, in procuring, compiling, or delivering the Information;

3. any errors, omissions, or inaccuracies in the Information regardless of how caused, or delays or interruptions in delivery of the Information; or

4. any decision made or action taken or not taken in reliance upon the Information.

RESERVATION OF INTELLECTUAL PROPERTY RIGHTS

The App is protected by United States copyright laws. EPI hereby reserves any and all intellectual property rights in the App.

AGE RESTRICTION

The App is intended for persons eighteen (18) years or older. Persons under the age of eighteen (18) should not access, use and/or browse the App.

INDEMNIFICATION

You agree to indemnify and hold EPI harmless from any claim or demand, including attorneys' fees, made by any third party as a result of (1) any content posted or made available by you on this App, (2) any violation of law that occurs by you through the App, and/or (3) anything you do using the App and/or the Information contained therein.

INVALIDITY

If any provision of this Agreement is held to be invalid or unenforceable in whole or in part in any jurisdiction, then that provision shall be deemed ineffective in such jurisdiction but shall have no effect on the enforceability of the remaining provisions.

GOVERNING LAW, CONSENT TO JURISDICTION AND LIMITATION ON CLAIMS

This Agreement and your use of the App, along with the Information contained therein, shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflict of laws principles, and you agree to submit to the jurisdiction of courts in the State of Texas. You further agree that any claims or causes of action arising out of or related to this Agreement and the App, along with the Information contained therein, shall be filed within one (1) year after such claim or cause of action arose, or such claim or cause of action shall be forever barred.

MODIFICATION

EPI may, in EPI's sole and absolute discretion, modify the terms and conditions of this Agreement in whole or in part at any time for any reason without any notice to you, whether prior or otherwise. Such modified terms and conditions shall supersede these terms and conditions and shall become binding when published online on the App.

WAIVER

EPI's failure to exercise or enforce any right or provision of this Agreement shall not be deemed to be a waiver of such right or provision.

THE APP AND THE INFORMATION CONTAINED THEREIN IS MADE AVAILABLE BY EPI FOR EDUCATIONAL PURPOSES ONLY AND IS NOT INTENDED TO PROVIDE MEDICAL ADVICE. BY ACCESSING THE APP, YOU UNDERSTAND AND ACKNOWLEDGE THAT THERE IS NO PHYSICIAN-PATIENT RELATIONSHIP BETWEEN YOU AND EPI. YOU FURTHER ACKNOWLEDGE YOUR UNDERSTANDING THAT THE APP SHOULD NOT BE USED AS A SUBSTITUTE FOR COMPETENT MEDICAL ADVICE FROM A LICENSED PHYSICIAN IN YOUR STATE.

PRIVACY POLICY

EPI is committed to protecting your privacy, and takes its responsibilities regarding the security of customer information very seriously. This policy explains how we use customer information and how we protect your privacy.

1. Use of Customer Information

We require certain information to allow us to process your usage of EPI's products. EPI collects the details provided by you, together with information we learn about you from your use of our service and your visits to our website and other sites accessible from them.

We may collect additional information in connection with your participation in any promotions or competitions offered by us and information you provide when giving us feedback.

We may use your information to provide and personalize our service. We may also use your contact details to communicate with you and send you offers and news about EPI products and services. We may contact you by mail, email, telephone (including SMS) or fax for these purposes.

Your data may be used for the following purposes: screening, safety, security, health, administrative and legal purposes, statistical analysis, marketing analysis, systems testing, maintenance and development, customer surveys, customer relations and to help us in any future dealings with you, for example by identifying your requirements and preferences.

Once you have registered with EPI, you will be provided with access to a "Contact Preferences" page that will allow you to tailor our commercial communications to your preferences. You can opt-out of receiving e-mail updates at any time. If you do not want to receive commercial communications from us, please select your choices by using the opt-out box available on that page. You will also be able to unsubscribe by following the unsubscribe link in any of our email communications.

We like to receive feedback from our customers to help us improve our service. We may contact you by mail, e-mail, telephone or fax to ask your opinions. Please note there may be instances where it may be necessary for us to communicate with you for administrative or operational reasons relating, for

example, to advise you of alterations to the App. We may also use and analyze the information that we collect so that we can administer, support, improve and develop our business.

The information that you provide to us will be held in our systems, which are located on our premises or those of an appointed third party. We may also allow access to your information by other third parties who act for us for the purposes set out in this policy or for other purposes approved by you. It is possible that your data may be processed outside of the United States.

2. Requesting personal data

You have a right to request a copy of information that EPI holds about you. This could include information relating to your usage of EPI's products. EPI is governed by the Health Insurance Portability and Accountability Act (HIPAA) (42 U.S.C. §1301 et seq.). Such use of your personal medical information and history shall be protected in compliance with HIPAA. If you would like to request a copy of your personal data, please complete the web-form here: <http://www.alpha-stim.com/hippa-compliance/>

We will endeavor to begin processing your data request within ten (10) working days. If we require any additional information from you in order to begin processing your data request, then we will contact you directly and you will have thirty (30) days to provide us with the additional information. If we have not heard from you after thirty (30) days, then we will automatically archive your data request and you may be required to submit a new data request.

If you have any questions relating to data protection, please contact us at info@epii.com.

If you are unable to complete the web-form, then please send a letter to the below address, including the following:

your full name;

a copy of your current and valid photo ID (*e.g.*, driver's license or passport page);

all email addresses (past and present) used with EPI; and

the personal data you are requesting.

The above should be sent to the following address:

Attn: HIPAA Compliance Officer
Electromedical Products International, Inc.
2201 Garrett Morris Parkway
Mineral Wells, TX 76067 USA

3. Security to protect your information and data retention

When you enter personally identifying information or personal data, your details are transmitted across the internet securely using high-grade encryption. Furthermore, we follow strict security procedures in the storage and disclosure of information which you have given us, to prevent unauthorized access. Our security procedures mean that we may request proof of identity before we are able to disclose sensitive information to you.

In the circumstances set out in this policy where EPI passes your information to a third party, we will ensure that the security measures that such party has in place in relation to the processing of your data are at least as stringent as those employed by EPI. This does not apply where we are required by law to pass your information to a third party.

We will retain your information for a reasonable period or as long as the law requires.

4. Disclosure to third parties

EPI will not transmit your personal information to third-parties or any other party that would violate your rights pursuant to HIPAA, save and except EPI may transmit your personal information to employees of EPI or those serving as sub-contractors on behalf of EPI who act for us for the purposes set out in this policy who have need to access the information, or governmental agencies requiring such information. However, EPI may, and you hereby grant EPI such right, to use your data provided to EPI through the App in a cumulative way so as to determine, analyze and evaluate the safety, usefulness and effectiveness of EPI's products. Such data may be used based upon your age, weight, race, ethnicity, medical conditions, medical treatments, and other pertinent data collected, but shall not be attributed to you in particular or use your personal information, including, without limitation, your name, address, email address or phone number, in conjunction with the data provided.

5. Your consent

In using the EPI App, you consent to the collection and use of this information by EPI in the ways described above.

If you have any further questions about our Privacy Policy or its implementation, please contact our customer services department. If we decide to change our Privacy Policy, we will post those changes on this page so that you are always aware of what information we collect, how we use it and in what circumstances we disclose it.

ACCEPTABLE USE POLICY

EPI permits you to use the App strictly for personal, non-commercial purposes only. Use of the App for any other purpose is prohibited. If you do not agree with the terms of this Acceptable Use Policy ("Policy") then you may not use this App. In using this App you agree:

To be legally bound by the terms of this Policy;

Not to use the name “EPI,” any EPI branding or any content on the App for any purpose other than for your personal and non-commercial use;

Not to gather, extract, reproduce and/or display on any other App, website or other online service, any material on or from the App, specifically including information relating to EPI’s products or services, whether or not by the use of spiders or other ‘screen scraping’ software or system used to extract data; and

Not to use the App to provide EPI products or services or details of EPI products or other information to any other persons or organizations other than for your personal and non-commercial use.

All content on the App is subject to copyright or other intellectual property rights and may not be used except as expressly permitted in this Policy.

EPI will determine whether there has been a breach of this Policy through your use of the App. If a breach of this Policy has occurred EPI may take such action as it deems appropriate including denying you access to the App, bringing legal proceedings against you and disclosing such information to law enforcement authorities as EPI feels appropriate.

ENTIRE AGREEMENT

You hereby acknowledge that this Agreement represents the entire understanding between you and EPI concerning your use of the App and the Information contained therein.