

## **Terms of Service**

Last Revised: August 1, 2025

Belongtail Ltd. (“**Belongtail**”, “**we**”, “**our**” or “**us**”) welcomes you (including Professional User(s) (as defined below), the “**User(s)**”, or “**you**”) to our website at <https://www.smartclinica.com/> (the “**Site**”) and to our platform for healthcare professionals and their patients (the “**Smart Clinic**”) available via mobile applications and the Site (the “**App**”, and together with the Network and the Site - the “**Service**”, as further detailed below).

You may use the Service (or any part thereof) only in accordance with the terms and conditions hereunder.

Capitalized terms which are not defined herein, shall have the meaning ascribed to them in our Privacy Policy available at <https://www.smartclinica.com/privacy-policy-eng> (the “**Privacy Policy**”), and our Paid Service Terms available at <https://belong.life/smartclinica/legal/privacy-policy> (the “**Paid Service Terms**”), which are incorporated hereto by reference.

### **IMPORTANT- NO ADVICE; NO MEDICAL/HEALTHCARE/PROFESSIONAL SERVICES:**

**THIS SERVICE IS INTENDED FOR INFORMATIONAL AND EDUCATIONAL PURPOSES ONLY, AND DOES NOT PROVIDE ANY MEDICAL ADVICE, FINANCIAL SERVICES, GOVERNMENTAL AND/OR OTHER PUBLIC SERVICES, PHARMACEUTICAL SERVICES, OR OTHER SERVICES WHICH MAY BE RELATED TO THE COMMUNITY YOU ENGAGE WITH UNDER THE SERVICES. BELONGTAIL IS NOT A HEALTH CARE PROVIDER, A FINANCIAL ADVISOR OR INSTITUTION, A PHARMACEUTICAL COMPANY, NOR IS IT ACTING ON BEHALF OF ANY OF THE FOREGOING. THE SERVICE IS NOT REGULATED BY ANY GOVERNMENTAL AGENCY, INCLUDING THE FOOD AND DRUG ADMINISTRATION.**

**THE SERVICE AND THE INFORMATION AND/OR CONTENT MADE AVAILABLE VIA THE SERVICE, IN ANY FORM, IS NOT INTENDED TO PROVIDE, AND DOES NOT PROVIDE HEALTH CARE, MEDICAL ADVICE, DIAGNOSIS, TREATMENT OR CONSULTATION, NOR FINANCIAL, PHARMACEUTICAL OR ANY OTHER PROFESSIONAL ADVICE OR SERVICE, IN ANY WAY.**

**THE SERVICE IS NOT INTENDED AS A SUBSTITUTE FOR YOUR REGULAR CARE PROVIDER AND/OR OTHER ADVISERS, AND MUST NOT BE RELIED UPON, NOR USED, AS SUCH. YOU SHOULD CONSULT YOUR HEALTH CARE PROVIDER ON A REGULAR BASIS.**

**THE SERVICE IS NOT INTENDED TO OFFER ANY SUPPORT OR SERVICES IN THE EVENT OF AN EMERGENCY. IF YOU ARE EXPERIENCING, OR YOU SUSPECT, A MEDICAL EMERGENCY, PLEASE SEEK IMMEDIATE MEDICAL EFFECT.**

**ATTENTION - PLEASE READ THE TERMS CAREFULLY BEFORE USING THE SERVICES OR ANY PART THEREOF, AS THEY CONTAIN INTER ALIA IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE TERMS REQUIRES THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US AND SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY ON AN INDIVIDUAL BASIS, AND NOT AS A PLAINTIFF, CLASS MEMBER OR IN ANY OTHER CAPACITY IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING.**

### **1. Acceptance of the Terms**

By entering to, connecting to, accessing, or using the Service (even if you do not set up an Account) you acknowledge that you have read and understood the following Terms of Service including the terms of our Privacy Policy available at <https://www.smartclinica.com/privacy-policy-eng> and our Paid Service Terms available at

<https://www.smartclinicai.com/paid-service-terms-eng> (collectively, the “**Terms**”) and you agree to be bound by them and to comply with all applicable laws and regulations regarding your use of the Service, and you acknowledge that these Terms constitute a binding and enforceable legal contract between Belongtail and you.

**IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ENTER, CONNECT TO, ACCESS OR USE THE SERVICE.**

By accepting these Terms, you represent that any and all information you provide us through the Service is true and accurate. The provision of any false or fraudulent information is strictly prohibited.

## **2. The Service**

**The Service:** The Smart Clinic system is a Software as a Service (SaaS) technology platform designed to assist physicians, clinics, and medical entities (hereinafter: “Physician” or “Clinic” or “Professional user” or “Operator”) in streamlining patient intake and questionnaire processes. The Service provides digital tools that enable the collection, organization, and initial digital summaries of medical information and documents that patients enter into the system, while providing tools for Physicians to customize these processes. It is emphasized that the information and summaries are generated using artificial intelligence tools that are in a beta stage. Therefore, the information is not complete, not perfect, and does not undergo any control, and it constitutes a technological aid only. The information does not constitute medical advice and does not substitute for the professional judgment of a licensed physician.

**User:** Any person or entity using the Service, on the website, in the application, and on the network, including the “Physician” and the “Patient”.

**Information:** All data, medical information, documents, and files that Users upload, create, or store within the system

**Access to healthcare professionals.** The Network and/or site and/or App may make available to its Users certain healthcare professionals such as doctors, researchers, secretary, intake team, nurses, advisors, service providers, patients and others who are identified on the Network as such. Through your use of the Service, you may have access to communicate with such Users and be able to ask them questions. You hereby acknowledge and agree that your interaction via the Services with the Users is solely at its own risk. Belongtail does not endorse and shall not be liable or responsible in any way whatsoever for any damage, loss, liability, cost, expense, or claim in connection with any advice or information provided by such Users, including without limitation as to the reliability, quality, accuracy or usability of such, advice or information, nor in connection with the identity, qualification, or credentials of the Users.

**Informational and network service.** The Service is informational users network that enables its Users to obtain and to share their own information and personal experiences, all as related to certain health/medical conditions which they or their loved-ones experience or take an interest in (the “**Network**”).

**Personalized Information.** In accordance with the information you provide, or due to the fact that you are a User of the App and/or the Site, the Service may offer you personalized tips, information, and notifications, which are based on your **Clinic’s** requests, your profile, app use, aggregated statistics and/or information provided to us by you and/or other users and/or third parties.

**Do not rely on the responses and/or information generated by the AI smart clinic Agent Service.**

**AI Smart Clinic Service.** As part of the Service, Belongtail may provide Users with an artificial intelligence automated “assistant” that facilitates registration, supports scheduling and appointments and collects and validates information and documents provided by the User, and delivers an analyzed health profile of Users who are patients, using generative AI technology. Additionally, as part of the AI Smart Clinic Service, such artificial intelligence automated “assistant” may collect additional personalized information about the Users who are patients (as defined by the applicable Professional Users) and may provide the applicable Professional User with AI health mentor generated content to assist them in delivering effective care to their patients (“**AI Smart Clinic Service**”). The

scope of the AI Smart Clinic Services provided to each User shall be as determined in accordance with the specific agreement signed between Belongtail and the relevant Professional User, under which such User gains access to the AI Smart Clinic Services.

If in connection with your use of the AI Smart Clinic Service you elect to provide Belongtail with information pertaining to a User's/patient's medical history and profile, and elect to allow the AI Smart Clinic Service to access such Personal Information and Healthcare Information, such Personal Information and Healthcare Information can be used by Belongtail and the Professional Users in connection with the provision of the AI Smart Clinic Service to generate responses to your queries and to provide such information to your Professional Users. Please note that (as detailed in our Privacy Policy) we may use the Content uploaded in connection with the use of the AI Smart Clinic Service as well as the related metadata of the AI Smart Clinic Service usage in order to train our AI models, improve our Services, and create new Services.

Based on your ongoing use of the AI Smart Clinic Service, the Service may be able to initiate and encourage further conversations with the User to increase engagement. If you want to stop getting notifications from the AI Smart Clinic Service, you can easily opt-out by "Muting" the AI Smart Clinic Service conversation channel on the App and/or the Site.

**AI Agent/Health Mentor Service.** As part of the Service, Belongtail may provide Users with an artificial intelligence automated "mentor" providing automated mentoring for health-related matters ("AI Health Mentor Service"). The AI Health Mentor Service may be offered in a specific health/medical field. The AI Health Mentor Service is intended to allow Users to ask free text questions in certain health-related fields, to provide automated AI-generated responses. If in connection with your use of the AI Health Mentor Service you elect to provide Belong with information pertaining to a User's/Patient's medical history and profile, or elect to allow the AI Health Mentor Service to access such Personal Information previously managed by you using your Account, such Personal Information, Non-personal Information and Healthcare Information can be used by Belongtail in connection with the provision of the AI Health Mentor Service to generate responses to your queries. Please note that (as detailed in our Privacy Policy) we may use the Content of your conversations conducted using the AI Health Mentor Service as well as the related metadata of the AI Health Mentor Service usage in order to train our AI models, improve our Services, and create new Services.

Remember that the information generated using the AI Smart Clinic and AI Agents Service are machine-generated, and based on an artificial intelligence analysis of numerous sources of information, which are not necessarily monitored and checked. As such it inherently may be biased, inaccurate or erroneous. Generative AI is an incipient field, still under significant development and the accuracy, safety, non-bias, quality and other areas remain an active field of research and a major priority for Belongtail. Belongtail does not, and is not under any obligation, to monitor or otherwise use human review of any of the AI generated content.

**DO NOT RELY ON THE RESPONSES AND/OR INFORMATION GENERATED BY THE AI SMART CLINIC SERVICE WITHOUT CONSULTING YOUR PERSONAL PROFESSIONAL HEALTH-CARE PROVIDER DIRECTLY, BEFORE MAKING ANY DECISIONS.**

The Service is not allowed for use by individuals who are under the age of eighteen (18) years (see Section 10 below).

**BY USING THE SERVICE, YOU AGREE THAT BELONGTAIL IS NOT RESPONSIBLE OR LIABLE FOR ANY CLAIM, LOSS, OR DAMAGE ARISING FROM THE USE OF THE SERVICE AND/OR CONTENT**

**THE PHYSICIAN AGREES AND ACKNOWLEDGES THAT ALL DATA, SUMMARIES, AND RECOMMENDATIONS RECEIVED FROM THE SERVICE ARE FOR INFORMATIONAL PURPOSES ONLY AND SERVE AS A SUPPLEMENTARY TOOL. THE SOLE RESPONSIBILITY FOR MEDICAL DECISIONS, PATIENT DIAGNOSIS, AND TREATMENT RESTS WITH THE PHYSICIAN ALONE. THE PHYSICIAN UNDERTAKES TO THOROUGHLY REVIEW ALL INFORMATION PROVIDED BY**

**THE SYSTEM AND TO EXERCISE FULL PROFESSIONAL JUDGMENT, WITHOUT BLINDLY RELYING ON THE SYSTEM'S SUMMARIES.**

**SMART CLINIC DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF THE INFORMATION TRANSMITTED OR SUMMARIZED THROUGH THE SERVICE. THE PHYSICIAN UNDERSTANDS THAT THE INFORMATION IS PROVIDED BY PATIENTS OR OTHER USERS THEMSELVES AND MAY CONTAIN INACCURACIES, OMISSIONS, OR ERRORS. SMART CLINIC SHALL NOT BE HELD LIABLE FOR ANY DAMAGE, LOSS, OR CLAIM RESULTING FROM THE PHYSICIAN'S RELIANCE ON INCORRECT OR INCOMPLETE INFORMATION UPLOADED BY THE PATIENT AND/OR A PARTIAL OR INCOMPLETE SUMMARY.**

**SMART CLINIC IS NOT RESPONSIBLE FOR THE USE THAT THE PHYSICIAN, CLINIC, OR ANY OTHER PARTY MAY MAKE OF THE INFORMATION UPLOADED BY THE PATIENT, AFTER THE INFORMATION HAS BEEN TRANSFERRED TO THEM THROUGH THE SYSTEM. THE RESPONSIBILITY FOR MAINTAINING THE CONFIDENTIALITY OF THE INFORMATION AND ITS USE RESTS ENTIRELY WITH THE RECIPIENT OF THE INFORMATION.**

**THE INFORMATION AND SUMMARIES PRESENTED BY SMART CLINIC DO NOT CONSTITUTE MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT RECOMMENDATIONS. THE SERVICE IS A TECHNOLOGICAL TOOL ONLY, IN ITS BETA STAGE, DESIGNED TO ASSIST THE PATIENT IN PREPARING FOR A MEETING WITH A PHYSICIAN. THE RESPONSIBILITY FOR ALL MEDICAL DECISIONS AND THEIR CONSEQUENCES RESTS SOLELY WITH THE PATIENT AND THE TREATING PHYSICIAN. THE PATIENT MUST CONSULT WITH A QUALIFIED PHYSICIAN BEFORE MAKING ANY MEDICAL DECISIONS.**

**THE INFORMATION WHICH MAY BE AVAILABLE TO YOU THROUGH OUR SERVICE IS BASED ON DATA PROVIDED BY USERS, THIRD PARTIES AND AI-GENERATED CONTENT AND SUMMARIES. THIS DATA MAY INCLUDE USERS' PERSONAL EXPERIENCES OR PERSPECTIVES. THE TECHNOLOGIES WE USE FOR DOCUMENT READING, SUMMARIZATION, AND OUR BETA-STAGE ARTIFICIAL INTELLIGENCE ARE IMPERFECT AND OPERATE WITHOUT FULL OVERSIGHT. AS A RESULT, THE SUMMARIES THEY PROVIDE ARE NEITHER ACCURATE NOR COMPLETE.**

**SUCH INFORMATION MAY THEREFORE BE INACCURATE OR CONTAIN ERRORS, IS NOT INTENDED TO BE, NOR CAN IT BE RELIED ON, AS MEDICAL, HEALTHCARE OR PROFESSIONAL ADVICE. AND BELONGTAIL IS NOT RESPONSIBLE IN ANY WAY FOR THE QUALITY, RELIABILITY, ACCURACY, AND USABILITY OF SUCH INFORMATION. THE SERVICE PROVIDES A PLATFORM FOR COMMUNICATION BETWEEN USERS.**

**WE STRONGLY URGE YOU TO CONSULT YOUR OWN CONSULTANT AND SERVICES PROVIDERS, PHYSICIANS, AND MEDICAL PROFESSIONALS IN ALL MEDICAL, HEALTH, FINANCIAL, AND OTHER RELATED DECISIONS AND TO REVIEW ANY INFORMATION WITH QUALIFIED PROFESSIONALS OUTSIDE OF THE SERVICE, WHO ARE FULLY AWARE OF YOUR INDIVIDUAL NEEDS AND CIRCUMSTANCES.**

**BELONGTAIL DOES NOT IN ANY WAY ENDORSE, RECOMMEND, OR ASSUME ANY RESPONSIBILITY FOR ANY DECISION MADE, OR ACTION TAKEN OR NOT TAKEN, IN WHOLE OR PARTIAL RELIANCE ON THE SERVICE, OR ANY CONTENT THEREOF, OR OBTAINED THEREBY, NOR FOR ANY LOSS, INJURY, INCONVENIENCE, HARM AND/OR DAMAGE INCURRED AS A RESULT OF, OR IN CONNECTION WITH, THE SERVICE OR ITS USE THEREOF.**

**BELONGTAIL IS NOT OWNED IN ANY MANNER BY ANY MEDICAL OR HEALTHCARE INSTITUTION OR ANY PHARMACEUTICAL CORPORATION AND DOES NOT PROVIDE ANY PARTICULAR ENDORSEMENT FOR SUCH.**

**YOU ACKNOWLEDGE AND AGREE THAT THE USE OF THE SERVICE AND PARTICIPATION IN THE NETWORK IS ENTIRELY AT YOUR OWN RISK.**

### **3. Paid services**

Belongtail offer some of the Services to Users who are patients free of charge, and at its sole discretion, reserves the right to designate any Service features and services, at any time, as premium features (including without limitation in the event that the same or similar features and/or services were, at any time, provided as part of the Service free-of-charge). You may elect to subscribe for any paid Services, and if you choose to subscribe to any such paid Services you agree and acknowledge to our Paid Services Terms, available at <https://www.smartclinicai.com/paid-service-terms-eng> will apply. Belongtail's designation of any service or feature as a paid Service, in the event that it was formerly offered as free of charge, will be notified in advance, either on the Service and/or by sending an e-mail regarding such changes to the e-mail address that is registered under your Account. We will not charge you for any service except with your consent or approval to subscribe to such paid Service, in accordance with the Paid Services Terms.

AI Smart Clinic Service may be used by certain healthcare professionals such as doctors, oncologists, radiologists, researchers, and accredited institutions authorized to provide healthcare services (the “**Professional Users**”) who subscribe to the AI Smart Clinic Service in order to manage their clinic and Information of patients (who are Users) in a more efficient way. AI Smart Clinic Service for Professional Users is a paid Service, or offered in a freemium model that includes ads, all as determined by Belongtail, and if a Professional User chooses to subscribe to AI Smart Clinic Service the Professional User agrees and acknowledges our paid Services Terms, available at <https://www.smartclinicai.com/paid-service-terms-eng> will apply.

### **4. Registration and User Account**

In order to use the Service and access the Network, you must register and open a User account on the Site/App (the “**Account**”). Registration must be done by providing us with certain details as described in our Privacy Policy at <https://www.smartclinicai.com/privacy-policy-eng> and, at your discretion, your e-mail address. During the registration process, you may be asked to choose a password and username for your Account. If you use the Services on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that other legal entity to these Terms.

If applicable, upon registration of your Account, you may enter into the clinic, and or the communities to which you are invited. You may join more than one applicable clinic, community or App. You may choose to leave at any time.

To learn more about the type of information collected by us when you register to the Service, please visit our Privacy Policy at <https://www.smartclinicai.com/privacy-policy-eng>

You must provide accurate and complete information when creating an Account and you agree to not misrepresent any of your personal information or Account information, and to keep your Account information accurate and up to date.

You may not assign or transfer your rights or delegate your duties under the Account and/or these Terms without the prior written consent of Belongtail.

**If you provide a password and username, you are solely and fully responsible for maintaining the confidentiality of the login credentials (e-mail, username, and password) of your Account and for all activities that occur under your Account.** You agree not to disclose your login credentials to any third party. If you forget your password, you can request to have a new password sent to your registered e-mail address. Your Account will be at risk if you allow someone else to use it inappropriately, and we reserve the right to terminate your Account if you or anyone using your Account, violates these Terms.

You must notify us immediately of any unauthorized use of your Account, of login credentials, or any other breach of security. We cannot, are not, and will not be liable for any loss or damage arising from any failure of yours to

comply with the Terms or from any unauthorized use of your Account or any other breach of security. You may be liable for the losses of Belongtail and/or others due to any such use.

To help protect the privacy of data and personally identifiable information you transmit through the use of our Service, we maintain physical, technical, and administrative safeguards. We update and test our security technology on an ongoing basis. We restrict access to your personal data to those employees who need to know that information to provide benefits or services to you. In addition, we train our employees about the importance of confidentiality and maintaining the privacy and security of your information. We are committed to taking appropriate disciplinary measures to enforce our employees' privacy responsibilities.

If you wish to modify your Account information, or if you wish to terminate your Account, you may do so by contacting us at: [info@belong.life](mailto:info@belong.life) or [support@belong.life](mailto:support@belong.life). Your Account will be terminated within a reasonable time following your request in accordance with the Privacy Policy, and from that date, you will no longer be able to access your Account. Furthermore, and without derogating from any right or claim available to Belongtail, any and all permissions, rights, and licenses granted to you under these Terms shall be instantly terminated and revoked.

NOTE THAT TERMINATING YOUR ACCOUNT MAY CAUSE THE LOSS AND/OR UNAVAILABILITY OF CONTENT, FEATURES, OR CAPACITY WITH REGARD TO YOUR ACCOUNT. BELONGTAIL SHALL NOT BE LIABLE IN ANY WAY FOR SUCH UNAVAILABILITY AND/OR LOSS.

## **5. User Representations and Undertakings**

**Your use of the Service (or any part thereof) is dependent on the fact that you hereby represent and warrant that:**

- 5.1. You possess the knowledge and judgment necessary to decide whether to use the Service or otherwise rely on any information available therein;
- 5.2. You agree that Belongtail does not monitor or provide any information that is provided on this Service and is not responsible for the content of such information. Belongtail, nevertheless reserves the right to remove any information it determines (in its sole and exclusive discretion) that violates any of the Terms;
- 5.3. You agree that Belongtail reserves the right to contact you using your contact details provided by you, through different channels (such as: email, SMS, WhatsApp or other contact channels).
- 5.4. You acknowledge that any Community in which you participate, may include users outside of your country or state of residence. You may always choose to leave any Community at any time.
- 5.5. You will not rely on Belongtail or the Service in any way, as you fully understand that we do not provide any professional or medical advice, diagnosis or treatment, or any healthcare service, nor do we provide any endorsement, support, representation, or guarantee regarding the accuracy, reliability, truthfulness, legality or completeness of any service, information or content that may be available to you on or in connection with the Service;
- 5.6. You will obtain appropriate professional advice (including medical advice) regarding any information you receive on this Service. You acknowledge that there is no professional relationship (including any doctor-patient or advisor-advisee relationship) between you and Belongtail, and that you may not solely or fundamentally rely on any information, content, or any features you find on or through the Service;
- 5.7. You acknowledge that there are risks in using the Service and/or relying solely on information available on or through the Service and that Belongtail cannot and does not guarantee any specific outcomes from such use and/or reliance or ignorance, and you hereby assume all such risks, liabilities and/or harm of any kind arising in connection with and/or resulting from such use, reliance and/or ignorance. Such risks may include, among others, inaccurate or incomplete representation or misrepresentation of information, goods or services, breach of warranty and/or contract, violation of rights, and any consequent claims;



- 5.8. You possess the legal authority to enter into these Terms and to form a binding agreement under any applicable law, to use the Service in accordance with these Terms, and to fully perform your obligations hereunder;
- 5.9. If you connect to, access, or use the Service on behalf of any third party, family member, or dependent, you represent and warrant that you are duly authorized under any applicable law to represent such third party, family member, or dependent in connection with these Terms and to commit it to be bound by these Terms, and hereby make all representations and warranties herein on both your and its behalf;
- 5.10. You possess any and all consents required under any applicable laws, regarding the posting of any personal information of others to the Service, and shall adhere to any applicable laws regarding such information;
- 5.11. When uploading medical information to the Service, you will delete any identifiers, such as name, contact details, social security numbers, and identification numbers;
- 5.12. The execution of the Terms does not and will not violate any other agreement to which you are bound or any law, rule, regulation, order, or judgment to which you are subject;
- 5.13. You acknowledge that you are solely responsible for complying with applicable laws regarding your use of the Service;
- 5.14. In case you change your private phone number, you are responsible to notify Belongtail's support team about this change in order to migrate your Account info to your new phone number. You can notify the Belongtail technical support group in the App or at the following email address: [info@belong.life](mailto:info@belong.life)
- 5.15. You shall not post any information that infringes on the intellectual property rights of another, and You shall not post material which is protected by copyright or any other applicable laws or violate any of the Terms;
- 5.16. You acknowledge that the Services are intended for use only by persons who understand the English language. By using the Services, you confirm to us that you meet this requirement, and you acknowledge that if there are any differences or discrepancies between the English version and a version in any another language, the English version is the official version and shall prevail; and
- 5.17. By using the Service, you hereby agree to its terms of use and thereby waive in advance any claim and/or demand and/or legal suit of any kind towards Belongtail relating to the Service's use.

## **6. Use Restrictions**

There are certain conducts that are strictly prohibited on and/or with respect to the Service. Please read the following restrictions carefully. Your failure to comply with the provisions hereunder may result (at Belongtail's sole discretion) in the termination of your access to the Service and may also expose you to civil and/or criminal liability.

**You may not, whether by yourself or anyone on your behalf (together, the "Use Restrictions"):**

- (i) copy, modify, create derivative works of, reverse engineer, adapt, emulate, translate, compile, decompile or disassemble the Service (or any part thereof), and/or permit others to do so;
- (ii) copy, modify, create derivative works of, adapt, emulate, translate, reverse engineer, compile, decompile or disassemble any portion of the content on the Service, including any User Generated Content (as defined below) and any other information, any outputs and insights generated or derived via the Belongtail AI Health Mentor Service, material and data available on the Service, (collectively, the "**Content**") in any way, or publicly display, perform, or distribute the Content, without Belongtail's prior written consent. For purposes of these Terms, any User Generated Content, and any other information, material, and data, which were originally uploaded to the Service by you or on your behalf, or were originally owned by you, shall not be considered as Content;
- (iii) make any use of the Content on any other website or networked computer environment for any purpose, or replicate or copy the Content without Belongtail's prior written consent;

- (iv) create a browser or border environment around the Service and/or Content, link, including in-line linking, to elements on the Service, such as images, posters, and videos, and/or frame or mirror any part of the Service, unless as expressly permitted hereunder;
- (v) interfere with or violate any other User's right to privacy or other rights, or harvest or collect personally identifiable information about visitors or users of the Service without their express and informed consent, including using any robot, spider, site search or retrieval application, or other manual or automatic device or process to retrieve, index, or data-mine;
- (vi) defame, abuse, harass, stalk, threaten any User or health care provider and/or violate in any way the legal rights of others;
- (vii) use, refer to and/or display the Service (or any part thereof) on and/or with respect to any good or service, which in itself and/or which contains any information or content that may be considered as abusive, harassing, threatening, inciting hatred, encouraging or facilitating anti-social behavior, promoting illegal drugs, the tobacco industry or the armaments industry, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable, offensive and/or violating in any way the legal rights of others, and/or where the presence of the Content or any reference to Belongtail and/or the Service might be perceived as damaging to Belongtail's reputation and goodwill or actually bring Belongtail into disrepute;
- (viii) transmit, distribute, display, or otherwise make available through or in connection with the Service any content, which may infringe third party rights, including Intellectual Property rights and privacy rights, or which may contain any unlawful content;
- (ix) impersonate any person, entity, or another User of the Service or provide false information or misrepresent yourself on the Service, whether directly or indirectly;
- (x) falsely state or otherwise misrepresent your affiliation with any person or entity, or express or imply that Belongtail or any third party endorses you, your business, or any statement you make, or present false or inaccurate information about and/or through the Service;
- (xi) transmit or otherwise make available in connection with the Service, and/or use the Service to distribute and/or otherwise transmit any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component;
- (xii) interfere with or disrupt the operation of the Service, or the servers or networks that host the Service or make the Service available, or disobey any requirements, procedures, policies, or regulations of such servers or networks;
- (xiii) sell, license, or exploit for any commercial purposes any use of or access to the Content and/or Service;
- (xiv) use any output or insights obtained or learned from the AI Health Mentor Service, for indexing, collecting, using as a service bureau, storing or making any other use of the output or insights for the purpose of creating a database;
- (xv) use the Service for and/or in connection with any form of spam, unsolicited mail, or similar conduct;
- (xvi) create a database by systematically downloading and storing all or any of the Content, or forward any data generated from the Service without the prior written consent of Belongtail;
- (xvii) bypass any measures which may be used to prevent or restrict access to the Service and/or certain functionalities therein;
- (xviii) transfer or assign your Account's login credentials, even temporarily, to a third party;
- (xix) use the Content and/or the Service for any illegal, immoral, or unauthorized purpose
- (xx) provide Content that is or may reasonably be believed to be illegal, fraudulent, or unauthorized or in furtherance of any illegal, counterfeiting, fraudulent, pirating, unauthorized, or violent activity, or that involves or you reasonably believe or should reasonably believe to involve any stolen, illegal, counterfeit, fraudulent, pirated, or unauthorized material;
- (xxi) provide Content that does not comply with all applicable laws, rules, or regulations, including obtaining all necessary permits, licenses, registrations;
- (xxii) use the Service and/or the Content for non-personal or commercial purposes without Belongtail's prior express written authorization; or



(xxiii) infringe or violate any of these Terms.

## **7. User-Generated Content**

- 7.1. The Patient declares and undertakes that all information uploaded by them to the system is true, accurate, and complete. The Patient agrees that the information will be shared with the Physician and/or Clinic they have selected, as well as with other relevant parties approved by the Patient, for the purpose of providing the Service.
- 7.2. Smart Clinic is not responsible for the use that the Physician, Clinic, or any other party may make of the information uploaded by the Patient, once the information has been transferred to them through the system. The responsibility for maintaining the confidentiality of the information and its use rests entirely with the recipient of the information.
- 7.3. The Service, including via the APP and/or Site, allows you to upload, post, publish and make available through it, your own information such as text, documents images, text material, photos, reviews, medical information, summaries and any other communications and proprietary materials (the "**User-Generated Content**"). The User Generated Content may be hosted, shared, and/or published to the clinics and physicians as part of the Service and may be visible to and accessed by other Users of the Service. We urge you to be aware and conscious of your privacy with respect to the User Generated Content that you choose to upload. Please ensure that when you use the Service, you respect the proprietary rights including any intellectual property and privacy rights of third parties who have any rights with respect to the User Generated Content you uploaded to the Service. Belongtail will not bear any liability for any loss, damage, cost, or expense that you may suffer or incur as a result of or in connection with uploading any User Generated Content.
- 7.4. As long as your User Generated Content is subject to the applicable copyright law, such User Generated Content shall remain at all times, and to the extent permitted by law, your sole and exclusive property. You hereby further acknowledge and agree that the User Generated Content is non-confidential.
- 7.5. You understand and agree that you are solely responsible for your User Generated Content and the consequences of using, relying, posting or publishing such User Generated Content, on the Service, in any way. You hereby warrant that your Content, including User Generated Content, is true, current, accurate, and complete.
- 7.6. You represent and warrant that you are the rightful owner of the User Generated Content you upload to the Service or that you have (and will continue to have) all the necessary licenses, rights, consents, and permissions from the rightful owners of such User Generated Content and that such User Generated Content does not infringe any third party's intellectual property rights or other rights (including without limitation, any privacy rights, publicity rights, copyrights, or any other intellectual property rights). IT IS THE USER'S RESPONSIBILITY TO OBTAIN ANY AND ALL CONSENTS REQUIRED UNDER ANY APPLICABLE LAWS, REGARDING THE POSTING OF ANY PERSONAL INFORMATION OF OTHERS THAT IS PART OF THE USER-GENERATED CONTENT AND/OR CONTENT AND TO ADHERE TO ANY APPLICABLE STATE AND FEDERAL LAWS REGARDING SUCH INFORMATION.
- 7.7. You expressly agree that the User-Generated Content that you post or upload will not include (i) content or information that is confidential or that is not in the public domain; (ii) any spam, unsolicited promotions, advertising, contests, or raffles; (iii) content which is, inter alia, unlawful, defamatory, libelous, harassing, offensive, indecent, pornographic, abusive, fraudulent, threatening or vulgar; (iv) content that unlawfully discriminates on the basis of race, origin, ethnicity, nationality, religion, gender, occupation, sexual orientation, illness, physical or mental disability, faith, political view or socio-economical class; (v) content that encourages criminal behavior or conduct that would constitute a criminal offense under any law, or could give rise to civil liability or other lawsuits; or (vi) content that poses a risk to a person's safety, security or health. The above examples of unlawful and prohibited User Generated Content do not constitute an exhaustive list.
- 7.8. Although Belongtail has no obligation to screen, edit or monitor any of the User Generated Content, Belongtail explicitly reserves the right, at its sole discretion, to remove or edit, without giving any prior notice, any User Generated Content available on the Service at any time and for any reason, and you are solely

responsible for creating backup copies of and replacing any User Generated Content you post or store on the Service at your sole expense.

- 7.9. We reserve the right to delete inactive information, unused accounts, or any other data in accordance with our data retention policy, your request, and applicable law. Users are responsible for independently backing up any important information. Smart Clinic will not be held liable for any damage or loss of data caused by the deletion or partial deletion of data.
- 7.10. Belongtail takes no responsibility and assumes no liability for any User Generated Content upload, posted, published, and made available by you or any third party in the service, or for any loss or damage thereto, nor is Belongtail liable for any mistakes, defamation, libel, falsehoods, obscenities or pornography you or any other third party may encounter.

## **8. Privacy Policy**

We respect the privacy of our Users and are committed to protecting the information you share with us in connection with the Service. Our policy and practices and the type of information collected are described in our Privacy Policy at <https://www.smartclinicai.com/privacy-policy-eng>. If you intend to connect to, access, or use the Service you must first read and agree to the Privacy Policy.

## **9. Intellectual Property**

The Service (including the Site, App and Network, site, the Content, the User Generated Content, the Belongtail's proprietary software, algorithms and any and all intellectual property rights pertaining thereto, including, without limitation, inventions, patents and patent applications, trademarks, trade names, logos, icons, copyrightable materials, graphics, text, images, designs (including the “look and feel” of the Service and any part thereof), specifications, methods, procedures, information, know-how, data, technical data, interactive features, source and object code, files, interface, GUI and trade secrets, whether or not registered and/or capable of being registered (collectively, “**Intellectual Property**”), are owned and/or licensed to Belongtail, and are subject to copyright and other applicable intellectual property rights under Israeli laws, foreign laws and international conventions. You may not copy, distribute, display, execute publicly, make available to the public, emulate, reduce to human-readable form, decompile, disassemble, adapt, sublicense, make any commercial use, sell, rent, lend, process, compile, reverse engineer, combine with other software, translate, modify or create derivative works of any material that is subject to Belongtail's proprietary rights, including Belongtail's Intellectual Property, either by yourself or by anyone on your behalf, in any way or by any means, unless expressly permitted in the Terms.

Belongtail hereby grants you, and you accept, a personal, non-exclusive, non-commercial, non-transferable, non-sublicensable, fully revocable, limited license to use the App, Site, Network, and Content, solely for the limited purpose of using the Service for a personal, non-commercial needs in accordance with the Terms.

“Belongtail” and all logos and other proprietary identifiers used by Belongtail in connection with the Service, (“**Belongtail Trademarks**”) are all trademarks and/or trade names of Belongtail, whether or not registered. All other trademarks, service marks, trade names, and logos that may appear on or with respect to the Service belong to their respective owners (“**Third Party Marks**”). No right, license, or interest to Belongtail Trademarks and/or to the Third Party Marks is granted hereunder, and you agree that no such right, license, or interest shall be asserted by you with respect to Belongtail Trademarks or the Third Party Marks and therefore you will avoid using any of those marks unless expressly permitted herein.

You are hereby prohibited from removing or deleting any and all copyright notices, restrictions, and signs indicating proprietary rights of Belongtail and/or its licensors, including copyright mark [©] or trademark [® or ™] contained in or accompanying the Service, and you represent and warrant that you will abide by all applicable laws in this respect. You are further prohibited from using, diluting, or staining any name, mark, or logo that is identical, or confusingly similar to any of Belongtail marks and logos, whether registered or not.

Without prejudice to any of the provisions set forth in our Privacy Policy, you hereby grant us the perpetual, worldwide, transferable, and sublicensable right to use data, which we have depersonalized (and un-identifiable) in

line with applicable data protection law and our Privacy Policy, in any manner, whether currently known or unknown. You acknowledge and accept that we own all rights, title and interest in and to any data derived by us from such depersonalized (and un-identifiable) data.

## **10. Minors**

You may use the Service only if you are at least eighteen (18) years old. You represent that you are at least eighteen (18) years of age and if you are under the age of eighteen (18), you may only use the Service under the supervision, or with the direct consent, of a parent or legal guardian who has agreed to any agreement you enter into while using the Service, including these Terms. We reserve the right to require you at any stage to provide proof of age, and, if applicable, approval of your use of the Service by your parent or legal guardian, so that we can verify that only eligible Users are using the Service. In the event that it comes to our knowledge that a person under the age of eighteen (18) is using the Service, and we have not received your parent's or legal guardian's consent, we reserve the right to prohibit and block such User from accessing the Service and will make all efforts to promptly delete any Personal Information (as such term is defined in our Privacy Policy at <https://www.smartclinicai.com/privacy-policy-eng> with respect to such User).

## **11. Third-Party Services**

- 11.1. We welcome and permit links to any page on our Service, so long as the link does not state or imply any connection or endorsement of you, your website and/or service by Belongtail, and does not portray Belongtail in a false manner or otherwise cause any violation of any of the Use Restrictions provided above and/or may be perceived as damaging to Belongtail's reputation and goodwill or actually bring Belongtail into disrepute. We do not permit framing, deep linking, or inline linking unless as explicitly permitted herein in order to use the Service.
- 11.2. The Service may be linked to through certain third-party websites and other third-party services, including via advertisements (collectively, "**Third Party Services**"). Such Third-Party Services are independent from the Service. You hereby acknowledge that Belongtail has no control over such Third Party Services, and further acknowledge and agree that Belongtail is not responsible for the availability of Third Party Services, and does not endorse nor is it responsible or liable for any goods, services, content, advertisements, products, or any materials available on and/or through such Third Party Services.
- 11.3. You further acknowledge and agree that Belongtail shall not be responsible or liable, directly or indirectly, for any damage or loss whatsoever caused, or alleged to be caused, by or in connection with use of or reliance on any goods, services, content, products or other materials available on or through any Third Party Services. Most Third Party Services provide legal documents, including terms of use and privacy policy, governing the use of each such Third Party Services, their contents, and services. We encourage you to read these legal documents carefully before using any such Third Party Services.

## **12. Advertisements, Searches, and Links to Other Sites**

- 12.1. We may provide sponsored awareness campaigns, sponsored content, or links to third-party websites and products. We also may select certain sites and certain products as priority responses to search terms you enter and may agree to allow advertisers to respond to certain search terms with advertisements or sponsored content. Belongtail does not recommend and does not endorse the content on any third-party websites or products and specifically, Belongtail does not endorse any of the pharmaceutical products advertised. Belongtail is not responsible for the content, including the reliability or accuracy of the advertisements, of linked third-party sites or pharmaceutical products framed within the Services (the Site and/or the App), third-party sites or products provided as search results, or third-party advertisements, or third-party pharmaceutical products and does not make any representations regarding their content or accuracy.
- 12.2. Your use of any Belongtail APP and or site, third-party websites, or third-party pharmaceutical products is at your own risk and subject to the terms and conditions of use for such sites. Belongtail will not be liable for any form of liability arising from your reliance on, or in connection with, the use of the content of

advertisements or sponsored content posted on the Service. Belongtail will not be liable for any direct or indirect damage, monetary or otherwise, arising from your use of or your reliance on the content of goods or services you have accessed via advertisements or sponsored content posted on the Service.

- 12.3. BELONGTAIL DOES NOT ENDORSE ANY PRODUCT, SERVICE, OR TREATMENT ADVERTISED OR SPONSORED WITHIN THE SERVICES (THE SITE AND/OR THE APP) OR THIRD-PARTY PHARMACEUTICAL PRODUCTS.

### **13. Third-Party Components**

The Service may use or include third-party software, files, and components that are subject to open source and third-party license terms (“**Third Party Components**”). Your right to use such Third Party Components as part of, or in connection with, the Service is subject to any applicable acknowledgments and license terms accompanying such Third Party Components, contained therein or related thereto. Without prejudice to the provisions of Section 11 above, if there is a conflict between the licensing terms of such Third Party Components and these Terms, the licensing terms of the Third Party Components shall prevail only in connection with the related Third Party Components. These Terms do not apply to any Third Party Components accompanying or contained in the Service and Belongtail disclaims all liability related thereto. You acknowledge that Belongtail is not the author, owner, or licensor of any Third Party Components, and that Belongtail makes no warranties or representations, express or implied, as to the quality, capabilities, operations, performance, or suitability of Third Party Components. Under no circumstances shall the Service or any portion thereof (except for the Third Party Components contained therein) be deemed to be “open source” or “publicly available” software.

### **14. General Use Platform Providers**

Since you may download the App from a third-party platform, service provider, or distributor (e.g. App Store or Google Play) (“**Platform Provider**”) your use of the App may also be governed by usage rules which the Platform Provider may have established and which relate to your use of the App (“**Usage Rules**”). Please note that in such cases, Usage Rules may apply and it is your responsibility to determine what other Usage Rules apply to your use of the App. You undertake to comply with all the applicable Platform Provider's Usage Rules. The terms of the Usage Rules may prevail over any other Terms. You represent that you are not prohibited by any applicable laws or Usage Rules from downloading and/or using the App. Any download and/or use of the App by anyone prohibited by any applicable laws or Usage Rules from downloading and/or using the App is expressly prohibited.

You acknowledge and agree that the Platform Provider has no responsibility for the App or content thereof, nor does it have any obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any failure of an App downloaded from Apple Inc.’s AppStore to conform to any applicable warranty, you may notify Apple Inc., and Apple Inc. will refund the purchase price, if any, for the App to you. To the maximum extent permitted by applicable law, Platform Provider will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms and any law applicable to Belongtail as a provider of the App. You acknowledge that Platform Provider is not responsible for addressing any claims of you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, and all such claims are governed solely by these Terms and any law applicable to Belongtail as a provider of the App. You acknowledge and agree that if you downloaded the App from Apple Inc.’s AppStore, Apple Inc., and its subsidiaries, are third-party beneficiaries of these Terms, and that, upon your acceptance of the terms and conditions of these Terms, Apple Inc. will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof.

### **15. Availability**

The Service’s availability and functionality depend on various factors, such as communication networks, software, hardware, and Belongtail’s service providers and contractors. Belongtail does not warrant or guarantee that the Service will operate and/or be available at all times without disruption or interruption, or that it will be immune

from unauthorized access error-free. The Service is provided on an 'AS-IS' basis, without any warranty, express or implied, regarding its availability, response times, or any malfunction or interruption of its operation. Smart Clinic will not be held liable for any damage caused to the patient as a result.

Belongtail has no obligation to accept, display, or maintain any Content and has the right to delete any such Content at its sole discretion without notifying the User. Moreover, Belongtail does not warrant or undertake to retain or maintain any such content for any specific or minimal period, and the Services do not include any obligation to record and keep any Content.

## **16. Changes to the Service**

Belongtail reserves the right to modify, correct, amend, enhance, improve, make any other changes to, or discontinue, temporarily or permanently, the Service (or any part thereof) without notice, at any time. In addition, you hereby acknowledge that the Content available through the Service may be changed, modified, edited, or extended in terms of content and form or removed at any time without any notice to you. Belongtail reserves the right not to upload any Content you may make available to the Service. You agree that Belongtail shall not be liable to you or to any third party for any modification, suspension, error, malfunction, or discontinuance of the Service (or any part thereof). In addition, Belongtail may, at any time and in its sole discretion, elect to charge a fee in consideration for providing the Services.

## **17. Disclaimer and Warranties**

BELONGTAIL DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, THE INABILITY TO USE OR OPERATE, OR THE RESULTS OF THE USE OR OPERATION OF THE SERVICE (OR ANY PART THEREOF).

THE SERVICE (AND ANY PART THEREOF), INCLUDING WITHOUT LIMITATION ANY CONTENT, DATA, AND INFORMATION RELATED THERETO, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

BELONGTAIL AND ITS AFFILIATES, INCLUDING ANY OF THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS, AGENTS, PARENT COMPANIES, SUBSIDIARIES, AND OTHER AFFILIATES (COLLECTIVELY, “**BELONGTAIL AFFILIATES**”), JOINTLY AND SEVERALLY, DISCLAIM AND MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE USABILITY, ACCURACY, QUALITY, AVAILABILITY, RELIABILITY, SUITABILITY, COMPLETENESS, TRUTHFULNESS, USEFULNESS, OR EFFECTIVENESS OF ANY CONTENT, DATA, RESULTS, OR OTHER INFORMATION OBTAINED OR GENERATED IN CONNECTION WITH YOUR OR ANY USER’S USE OF THE SERVICE.

BELONGTAIL DOES NOT WARRANT THAT THE OPERATION OF THE SERVICE IS OR WILL BE SECURE, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS, OR OTHER PROGRAM LIMITATIONS. BELONGTAIL MAY, AT ITS SOLE DISCRETION AND WITHOUT ANY OBLIGATION TO DO SO, CORRECT, MODIFY, AMEND, ENHANCE, IMPROVE AND MAKE ANY OTHER CHANGES TO THE SERVICE AT ANY TIME, OR DISCONTINUE DISPLAYING OR PROVIDING ANY CONTENT OR FEATURES WITHOUT ANY NOTICE TO YOU.

YOU AGREE THAT THE COMPANY WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR ANY THIRD PARTY THAT MAY RESULT FROM TECHNICAL PROBLEMS, INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET OR ANY TELECOMMUNICATIONS. BELONGTAIL DOES NOT WARRANT THAT THE SERVICES IS OR WILL BE AVAILABLE FOR USE IN ANY PARTICULAR LOCATION OR AT ANY SPECIFIC TIME. BELONGTAIL DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO

THE SECURITY OF ANY INFORMATION, DATA, OR CONTENT YOU MAY PROVIDE OR ACTIVITIES YOU ENGAGE IN DURING YOUR USE OF THE SERVICES. Even though Smart Clinic takes reasonable and industry-standard security measures to protect the information, it cannot guarantee absolute protection against breaches, intrusions, or unauthorized use. The Patient acknowledges and accepts this risk and waives in advance any claim against Smart Clinic in the event of a data breach, unless it is proven that the breach was caused by the Smart Clinic's gross negligence or malicious intent.

Although Smart Clinic may include identity verification mechanisms, it is not responsible for the identity of the Service's users. The Patient declares that they are the person whose details they are entering into the system and that the information they provide is correct. The Patient waives in advance any claim regarding the misuse of their personal information unless it resulted from Smart Clinic's gross negligence.

The information and summaries presented by the Service do not constitute medical advice, diagnosis, or treatment recommendations. The Service is a technological tool only, in its beta stage, designed to assist the Patient in preparing for a meeting with a Physician. The responsibility for all medical decisions and their consequences rests solely with the Patient and the treating Physician. The Patient must consult with a qualified Physician before making any medical decisions.

THE SERVICE (AND ANY PART THEREOF), INCLUDING WITHOUT LIMITATION ANY CONTENT, DATA, AND INFORMATION RELATED THERETO, ARE PROVIDED IN ENGLISH. WE USE AN AUTOMATIC TRANSLATION SERVICE, NOT HUMAN TRANSLATORS, TO TRANSLATE TEXT AND PROVIDE INSTANT TRANSLATIONS IN DIFFERENT LANGUAGES. WE DO NOT OWN, MANAGE OR CONTROL ANY ASPECT OF THE TRANSLATIONS AND DO NOT MAKE ANY PROMISES, ASSURANCES, OR GUARANTEES AS TO THE ACCURACY, RELIABILITY, OR TIMELINESS OF THE TRANSLATIONS PROVIDED. WE CAN ONLY VERIFY THE VALIDITY AND ACCURACY OF THE INFORMATION PROVIDED IN ENGLISH.

**YOU AGREE AND ACKNOWLEDGE THAT THE USE OF THE SERVICE, INCLUDING USE OF AND/OR RELIANCE ON ANY CONTENT AVAILABLE THROUGH THE SERVICE, IS ENTIRELY, OR OTHERWISE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AT YOUR OWN RISK AND RESPONSIBILITY. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO TO THAT EXTENT, CERTAIN EXCLUSIONS SET FORTH HEREIN MAY NOT APPLY.**

WITH CONNECTION TO THE AI SMART CLINIC SERVICE, BELONGTAIL DOES NOT ASSUME ANY RESPONSIBILITY OR LIABILITY REGARDING: (I) THE QUALIFICATIONS, EXPERTISE, OR PROFESSIONAL STANDARDS OF THE PROFESSIONAL USERS REGISTERED ON THE AI SMART CLINIC SERVICE. BY USING YOUR ACCOUNT OR THE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT BELONGTAIL RELIES SOLELY ON THE INFORMATION PROVIDED BY THE PROFESSIONAL USERS TO IDENTIFY AND REGISTER THEM AS SUCH AND THAT BELONGTAIL SHALL NOT BE HELD RESPONSIBLE FOR ANY CLAIMS, DAMAGES, OR LOSSES ARISING FROM RELIANCE ON THEIR PROFESSIONAL STATUS OR THE INFORMATION PROVIDED BY THEM; (II) THE QUALITY OF CARE, ADVICE, OR TREATMENT PROVIDED BY PROFESSIONAL USERS, AS WELL AS ANY OUTCOMES OR RESULTS OF SUCH CARE OR TREATMENT. ANY CONCERNS, DISPUTES, OR CLAIMS RELATED TO THE CARE OR TREATMENT PROVIDED BY PROFESSIONAL USERS MUST BE ADDRESSED DIRECTLY WITH THE RELEVANT PROFESSIONAL USER. BY USING YOUR ACCOUNT OR THE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT BELONGTAIL SHALL NOT BE HELD LIABLE FOR ANY CLAIMS, DAMAGES, OR LOSSES ARISING FROM RELIANCE ON THE SERVICES OR ADVICE OF PROFESSIONAL USERS; AND (III) ANY VIOLATION OF THE RESTRICTIONS USE BY PROFESSIONAL USERS. ANY CONCERNS, DISPUTES, OR CLAIMS RELATED TO ANY POTENTIAL VIOLATION OF THE RESTRICTIONS USE BY PROFESSIONAL USERS MUST BE ADDRESSED DIRECTLY WITH THE RELEVANT PROFESSIONAL USER. BY USING YOUR ACCOUNT OR THE

SERVICE, YOU ACKNOWLEDGE AND AGREE THAT BELONGTAIL SHALL NOT BE HELD LIABLE FOR ANY CLAIMS, DAMAGES, OR LOSSES ARISING FROM ANY POTENTIAL VIOLATION OF THE RESTRICTIONS USE BY PROFESSIONAL USERS.

It is the responsibility of the “Physician”, “Practitioner” and “Clinic” to ensure that the Service is used in accordance with all provided rules, procedures, and instructions. This includes adherence to all applicable laws and regulations concerning the management of medical records, including the duty of medical confidentiality and data protection.

The Physician or Clinic is solely responsible for complying with all regulatory requirements that apply to their professional activities, including maintaining medical confidentiality, informed consent procedures, and reporting obligations. Smart Clinic and Belongtail will not be held liable for the Physician’s or Clinic’s non-compliance (in whole or in part)) with any relevant regulations, laws, or professional standards.

## **18. Limitation of Liability**

IN NO EVENT SHALL BELONGTAIL AND/OR ANY OF THE BELONGTAIL AFFILIATES BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, RESULTING FROM OR ARISING OUT OF THE SERVICE, USE, OR INABILITY TO USE THE SERVICE, FAILURE OF THE SERVICE TO PERFORM AS REPRESENTED OR EXPECTED, LOSS OF GOODWILL, DATA OR PROFITS, THE PERFORMANCE OR FAILURE OF BELONGTAIL TO PERFORM UNDER THESE TERMS, AND ANY OTHER ACT OR OMISSION OF BELONGTAIL OR BY ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM THE CONDUCT OF ANY USERS AND/OR THIRD PARTY SERVICES.

NO ACTION MAY BE BROUGHT BY YOU FOR ANY BREACH OF THESE TERMS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION. AS SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEN SUCH LIMITATIONS ONLY MAY NOT APPLY TO A USER RESIDING IN SUCH STATES.

SUCH LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED ON AN ACTION OF CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE. YOU HEREBY ACKNOWLEDGE AND AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR BELONGTAIL’S SERVICES TO YOU, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND EVEN IF BELONGTAIL AND/OR ANY BELONGTAIL AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES AND/OR DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT SHALL BELONGTAIL’S CUMULATIVE LIABILITY TO YOU EXCEED AMOUNTS PAID BY YOU TO BELONGTAIL FOR USE OF THE SERVICE IN THE YEAR IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO ANY CLAIM FOR DAMAGES. IF YOU HAVE NOT MADE ANY PAYMENTS TO BELONGTAIL FOR THE USE OF THE SERVICE, THEN BELONGTAIL SHALL NOT HAVE ANY LIABILITY TOWARDS YOU.

## **19. Indemnification**

You agree to defend, indemnify and hold harmless Belongtail and any Belongtail Affiliates from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, fines, late fees, cancellation fees, and expenses (including attorney's fees) arising directly or indirectly from (i) your use of the Service (or any part thereof); (ii) breach of any term of these Terms by you or anyone using your Account; (iii) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party which relates to your use of (or inability to use) the Service; (iv) your violation of any third party intellectual property rights, privacy rights or other rights



through your use of the Service or provision of information to the Network; and (v) your violation of any applicable law or regulation

## **20. Amendments to the Terms**

Belongtail may change the Terms from time to time, at its sole discretion and without any notice, including the **Privacy Policy** at: <https://www.smartclinicai.com/privacy-policy-eng> Substantial changes of these Terms will be first notified on the Service and/or by sending you an e-mail regarding such changes to the e-mail address that is registered under your Account. Such substantial changes will take effect seven (7) days after such notice was provided on any of the abovementioned methods. Otherwise, all other changes to these Terms are effective as of the stated "Last Revised" date and your continued use of the Service after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes. Please note that in the event that the Terms should be amended to comply with any legal requirements, such amendments may take effect immediately and without any prior notice, as may be required by law.

## **21. Termination of your Account and Termination of the Service**

At any time, Belongtail may block your access to the Service and/or temporarily or permanently limit, suspend or terminate your Account, for any reason, at its sole discretion, in addition to any other remedies that may be available to Belongtail under any applicable law. Such actions may be taken, in particular but not exclusively, if Belongtail deems that you have breached any of these Terms in any manner or if it can be assumed that you are making improper use of the Services.

Additionally, Belongtail may at any time, at its sole discretion, cease the operation of the Service or any part thereof, temporarily or permanently, without giving any prior notice. You agree and acknowledge that Belongtail does not assume any responsibility or liability with respect to, or in connection with the termination of the Service and/or loss of any data.

You may cancel your Account at any time by sending an email to [info@belong.life](mailto:info@belong.life) or through the designated feature in the App. Your Account will terminate within a reasonable time following your request, and from that date of termination, you will no longer be able to access it (see further details with respect thereto in the Privacy Policy). Canceling your Account may cause the loss of your information. In cases of termination of your Account and/or termination of the Services and/or if you deactivate your Account, our rights to use your personal data in anonymized form pursuant to Section 8 remains unaffected.

For termination of paid services which you may subscribe to, please see also our Paid Services Terms, available at <https://www.smartclinicai.com/paid-service-terms-eng> will apply.

## **22. Class Action Waiver**

YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU MAY BRING CLAIMS AGAINST BELONGTAIL (INCLUDING, WITHOUT LIMITATION IN CONNECTION WITH THE SERVICES) ONLY IN YOUR INDIVIDUAL CAPACITY AND YOU FURTHER AGREE AND UNDERTAKE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF (INCLUDING INJUNCTIVE OR DECLARATORY RELIEF), WHETHER AS A PLAINTIFF, CLASS MEMBER OR OTHERWISE, IN ANY PURPORTED CLASS, COLLECTIVE, AND/OR REPRESENTATIVE LAWSUIT OR PROCEEDINGS AGAINST BELONGTAIL (INCLUDING, WITHOUT LIMITATION IN CONNECTION WITH THE SERVICES).

## **23. General**

- 23.1. Any heading, caption, or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.
- 23.2. These Terms do not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between Belongtail and you.

- 23.3. These Terms, and the rights and remedies provided hereunder, and any and all claims, disputes and controversies arising hereunder or related hereto and/or to the Service, their interpretation, or the breach, termination or validity thereof, the relationships which result from these Terms, or any related transaction shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the laws of the State of Israel without reference to its conflict-of-laws principles, and shall be brought in, and you hereby consent to exclusive jurisdiction and venue in, the competent courts in Tel Aviv, Israel.
- 23.4. Belongtail may assign its rights and obligations hereunder and/or transfer ownership rights and title in the Service to a third party without your consent or prior notice to you. Your rights and obligations under the Terms are not assignable. Any attempted or actual assignment thereof without Belongtail's prior explicit and written consent will be null and void.
- 23.5. If any provision of these Terms is found to be unlawful, void, or for any reason is unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.
- 23.6. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default.
- 23.7. These Terms constitute the entire terms and conditions between you and Belongtail relating to the subject matter herein and supersede any and all prior or contemporaneous agreements, understandings, promises, conditions, negotiations, covenants or representations, whether written or oral, between Belongtail and you, including, without limitation, those made by or between any of our respective representatives, with respect to the Service. You agree that you will make no claim at any time or place that these Terms have been orally altered or modified or otherwise changed by oral communication of any kind or character. You further agree that you are not relying upon any promise, inducement, representation, statement, disclosure, or duty of disclosure of Belongtail in entering into these Terms.
- 23.8. The provisions of Section 5 (User Representations and Undertakings), Section 6 (Use Restrictions), Section 7 (User Generated Content), Section 8 (Privacy Policy, including the Privacy Policy referred to therein), Section 9 (Intellectual Property), Section 10 (Minors), Section 11 (Third Party Services), Section 12 (Third Party Components), Section 14 (General Use Platform Providers), Section 0 (Availability), Section 17 (Disclaimer and Warranties), Section 18 (Limitation of Liability), Section 19 (Indemnification), Section 21 (Termination of your Account and Termination of the Service) Section 22 (Class Action Waiver) and Section 22 (General Sections), will survive the termination or expiration of these Terms.

## **24. Contact**

If you have any questions (or comments) concerning the Terms or the Service, you are welcome to send us an email to the following address, and we will make an effort to reply within a reasonable timeframe: [info@belong.life](mailto:info@belong.life)

By contacting us, you represent that you are free to do so and that you will not knowingly provide Belongtail with information that infringes upon third parties' rights, including any intellectual property rights. You further acknowledge that notwithstanding anything herein to the contrary, any and all rights, including intellectual property rights in such information provided, shall belong exclusively to Belongtail, and Belongtail may use or refrain from using any such information at its sole discretion.