

Paid Service Terms

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These Paid Services Terms together with our [Terms of Service](#) and [Privacy Policy](#) (collectively “**Terms**”) apply for additional paid features and products purchased by you. If you are under 18 (or the legal age of majority in your place of residence), you need your parent’s or guardian’s permission to make any purchases.

Subscriptions. We may allow Users, including Professional Users, to purchase subscriptions to premium features and content. Subscriptions purchased and associated subscription fees are available on your application “Subscriptions” section. You will find details about your purchased subscriptions, the applicable subscription fee, and the next payment due date.

AI Smart Clinic Service. AI Smart Clinic Service offered to Professional User as a paid service, and in addition to any specific applicable agreement signed between Belongtail and the Professional User (if applicable), the following provisions shall apply:

BY USING THE AI SMART CLINIC SERVICE, YOU AGREE THAT BELONGTAIL IS NOT RESPONSIBLE OR LIABLE FOR ANY CLAIM, LOSS, OR DAMAGE ARISING FROM THE USE OF SUCH SERVICE AND/OR THE CONTENT AND/OR ANY LOSS AND/OR UNAVAILABILITY OF INFORMATION, CONTENT, FEATURES, OR CAPACITY WITH REGARD TO YOUR ACCOUNT. BELONGTAIL SHALL NOT BE LIABLE IN ANY WAY FOR SUCH UNAVAILABILITY AND/OR LOSS.

WE STRONGLY URGE YOU NOT TO RELY ONLY ON ORIGINAL CONTENT, TO REVIEW ANY OTHER INFORMATION PROVIDED BY YOUR PATIENT (WHO IS A USER) AND TO ENSURE INDEPENDENTLY YOU ARE FULLY AWARE OF YOUR PATIENT’S (WHO IS A USER) PERSONAL INFORMATION, HEALTHCARE INFORMATION, 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 AI SMART CLINIC SERVICE, OR ANY CONTENT OR INFORMATION 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.

- (i) **Professional Users – Scope and License.** Subject to these Terms, Belongtail grants the Professional User with a revocable, limited, non-exclusive, non-transferable, non-assignable, and non-sublicensable license to use the Content solely during the term of these Terms for the purposes set forth herein (“**License**”). Belongtail, at its sole discretion, is entitled to (i) determine the features, settings, or other tools which are available as a part of the AI Smart Clinic Services; (ii) modify, correct, amend, update, upgrade, enhance, improve, remove, replace or make any other changes to, or discontinue, or cease, temporarily or permanently, any features or functionalities of the AI Smart Clinic Services; and (iii) modify and renew the License under any of the circumstances listed in subsection (ii) above, without incurring any liability to the Professional User.

Belongtail shall not bear any liability for any use by any third party of Content. In addition, you hereby explicitly waive any moral right and other intellectual property right you may have in and to the Content and forever waive and agree not to claim or assert any entitlement or interest to any and all moral rights or other intellectual property rights in any of the Content.

(ii) Professional Users – Representations and Warranties.

The Professional User represents and warrants that they are a licensed doctor or trained healthcare provider or an accredited institution authorized to provide healthcare services (as applicable). The Professional User agrees not to mislead or misrepresent Users regarding their qualifications or credentials. Belongtail relies solely on information provided by the Professional User to verify their status and shall not be held liable for false or misleading representations by the Professional User. 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 SUCH MISREPRESENTATIONS MADE BY THE PROFESSIONAL USER.

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(iii) Confidentiality.

In the context of the relationship under these Terms, either party ("**Disclosing Party**") may disclose to the other party ("**Receiving Party**") certain confidential information, whether regarding its technology, business or personal affairs ("**Confidential Information**"). The Receiving Party agrees to keep confidential and not disclose or use any Confidential Information except to support its use or provision of the Services. Confidential Information shall not include information that Receiving Party can show: (i) was already lawfully known to or independently developed by Receiving Party without access to or use of Confidential Information, as evidenced by written and dated record; (ii) was received by Receiving Party from any third party without restrictions; (iii) is publicly and generally available, free of confidentiality restrictions; or (iv) is required to be disclosed by law, regulation or is requested in the context of a law enforcement investigation. Receiving Party shall restrict disclosure of Confidential Information to those of its employees and contractors with a reasonable need to know such information and which are bound by written confidentiality obligations no less restrictive than those set out herein. The non-

disclosure and non-use obligations set forth in this Section (iii) shall survive the termination or expiration of these Terms.

Billing. We'll automatically bill you starting on the date you first purchase your subscription, and on each periodic renewal date (monthly, annually, or other renewal period) until cancellation (see "Cancellation" below for more information on how to cancel a subscription). By initiating your first subscription fee payment, you authorize us to charge your payment method for recurring subscription fees on an ongoing basis. For annual subscriptions, we'll send you a reminder of the then-current subscription fee at least 30 days, and at most 60 days, before your automatic renewal or as otherwise required by applicable law. Some states and countries have mandatory laws regarding your cancellation rights, and this paragraph does not override those laws. UNLESS YOU NOTIFY US OF YOUR DESIRE TO CANCEL YOUR SUBSCRIPTION (IN ACCORDANCE WITH THE "CANCELLATION" SECTION BELOW), YOU UNDERSTAND THAT YOUR SUBSCRIPTION WILL AUTOMATICALLY CONTINUE AND YOU AUTHORIZE US TO AUTOMATICALLY CHARGE YOUR PAYMENT METHOD FOR THE AMOUNT OF YOUR SUBSCRIPTION FEE AND ANY APPLICABLE TAXES ON EACH PERIODIC RENEWAL DATE.

Price changes. We may, from time to time, change the price for subscriptions, but we'll give you advance notice of such changes and their effective date either via our services (such as the App) or to the contact information associated with your account (or both). Subject to applicable law, you accept the new price by continuing to use or otherwise receive the benefits of the subscription service after the price change effective date. You may also reject the price change by canceling your subscription.

Reasonable use policy. All plans, without a specific usage definition, are subject to reasonable and non-abusive use of the platform, and / or with a cap as stated in the agreement between the parties for the use of AI Smart Clinic platform

Cancellation. In-app subscription purchases made on iOS or Android devices can be canceled directly through the iOS App Store or Google Play. Following cancellation, you'll continue to have access to premium features through the end of the current subscription period. We may cancel any subscription you have purchased if you fail to pay the applicable subscription fees and any applicable taxes in full and in a timely manner according to these Terms. In the event you fail to pay us, your subscription may be canceled or suspended. We may, in our sole discretion, choose not to cancel a subscription immediately for non-payment, in which case you will continue to be responsible for the fees due for the duration of the applicable subscription. In addition, if you fail to pay for a subscription, we may suspend your rights to use that premium service or we may change the type of privileges you have to a non-paid version of the service. Your subscription may also be terminated, in our sole discretion, if you violate the Terms of Service or other published policies. If your account is terminated, your subscription will be automatically canceled.

Experimental features. We may, from time to time, test experimental features to help us improve our App. When we do this, we will label these features as beta features or similarly indicate that they are experimental features that may be subject to change or removal. You should not rely on these experimental features when deciding to purchase a premium subscription, as we may modify or remove them at our discretion.

We may decide to stop offering subscriptions at any time, including in response to unforeseen circumstances beyond our control, or to comply with a legal requirement; if so, we'll cancel your subscription and refund the prorated portion of any prepaid subscription fee equal to the remaining unused term of the subscription.

Promotions. We may occasionally offer promotions on paid services. The specific terms of each promotion will be stated at the time the promotion is offered. If you receive a discount, use a coupon code, or subscribe during a free trial or other promotion, your subscription will automatically renew for the full price of the subscription at the end of the promotional period. You must cancel the subscription prior to the end of the promotional period in order to avoid incurring further charges. After renewal, you may cancel your subscription at any time as described in the “Cancellation” section above.

Taxes and fees. You’re responsible for all applicable taxes, data plans, internet fees, and other fees associated with your use of the services, and we’ll charge tax as required by applicable law.

Changes to services. We may change our paid services, or any part of those services if such changes are necessary, minor in nature, or required for legal or regulatory reasons without notice to you. Necessary changes may include changes required to ensure the ongoing operation of our paid services, to prevent fraud or abuse, or to enhance existing features or to add additional features to the paid services, or to maintain the security of the services. If we make changes that will have a material negative impact on your use of the paid services or will remove existing paid features (except as described in Experimental Features above), we will provide you with reasonable advance notice.

Statutory warranties. If you reside in the European Union, we have a legal obligation to make sure that anything purchased conforms to the contract of sale. As part of this obligation, we will, from time to time, provide updates for security and/or technical reasons. It is your responsibility to install such updates without delay and to update the operating system of your end device if this is required for an update. You may lose the right to invoke certain rights if you do not install the latest available updates.

If you reside in the European Union, our commercial warranty does not affect any consumer rights you might have under applicable law in case of non-conformity of services.

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