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References in this Agreement to "you" or "your" refer to both you and any person or entity on whose behalf you act, if any. As a user of the Application which enables you to hear your fetus's heart beat through your iPhone device (the "Usage"), you hereby agree as set forth below. YOU ARE HEREBY WARNED THAT IN ORDER TO HEAR, RECORD AND EMAIL YOUR FETUS'S HEART BEAT THROUGH YOUR IPHONE DEVICE YOU WILL BE REQUIRED TO HOLD YOUR IPHONE DEVICE NEAR YOUR BODY. THE APPLICATION DOES NOT REQUIRE ANY EXPOSURE TO OR USAGE OF CELLULAR RADIATION. HOWEVER, SINCE YOUR IPHONE DEVICE CREATES CELLULAR RADIATION YOU ARE HEREBY REQUESTED AND URGED TO TURN YOUR IPHONE INTO AN "AIRPLANE MODE" BEFORE ANY USAGE OF THE APPLICATION. THE APPLICATION WILL ALSO ALERT YOU TO CHECK WHETHER YOU HAVE ACTIVATED THE "AIRPLANE MODE" STATUS. In order to learn more on the performance of your iPhone device while it is on an "Airplane Mode", and how to turn your iPhone device into an "Airplane Mode" you are welcomed to enter

<http://support.apple.com/kb/ht1355>. By using the Application you hereby acknowledge and assume any all risks and consequences involving the Usage of the Application through your iPhone device and the exposure to any cellular radiation which shall be created by your iPhone device, and you further agree that "My Baby's Beat" Application, MATIS and any of MATIS's affiliates, directors, employees, licensors or partners are not and shall not be liable for any damage or risk in connection therewith.

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3. Assumption of Risk. You acknowledge and agree that no medical advice, medical service, medical information or other medical engagement is provided through the Application or otherwise by MATIS or by anyone on its behalf, and that you are installing and (if applicable) using the Application at your own risk, without any reliance, assumption, expectation, or intent whatsoever that the Application and/or MATIS shall provide you any medical advice, medical service, medical information or other medical engagement. The Application is supplied and distributed by MATIS solely for enjoyable use and shall not and cannot be used for any other purposes, including without limitation, for any medical purposes whatsoever, or any other purpose or usage where accuracy or reliability is required. You are hereby urged and expressly asked to consult your health care provider for any health concerns. You agree that MATIS and/or anyone on its behalf or in relation therewith will not incur any legal or moral liabilities to you or to anyone else for your installation and/or use of the Application or reliance on any usage made with it. You are solely responsible for any damage to your iPhone device or other device or loss of data that results from the installation and/or Usage of the Application.

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#### 6. Collection of Data

By entering into this Agreement, You acknowledge and agree that during your Usage of the Application, MATIS may, in its sole and absolute discretion, collect and store certain of your non-identifying data in connection with Your usage of the Application and information derived thereof (collectively with subsections (a) to (k) below, the "**Collected Data**").

The Collected Data shall include the following, unless MATIS updates this Agreement otherwise:

- (a) The number of times you activated and/or actively used the Application each day.
- (b) The frequency of recording any heart rate sounds while using the Application, by enabling your iPhone device's microphone (the "**Records**"), in different periods of time.
- (c) How long were such Records (the number of seconds or minutes during which the iPhone's microphone was enabled).
- (d) The frequency of playing the Records in different periods of time and for how long (in seconds, minutes etc.).
- (e) An internal numeric score derived from the data collected pursuant to (a) through (d).
- (j) Customer support emails and ratings sent by You to the Matis support center.
- (f) Recordings shared by You when exporting the recording from the App are stored on Matis servers at no charge to You solely for Your benefit.
- (g) Did you enter any of the mother's or baby's name or the mother's due date or week of

pregnancy to the Record made or to its title; FOR THE REMOVAL OF ANY DOUBT, IT IS HEREBY CLARIFIED THAT MATIS SHALL NOT SAVE NOR HOLD ANY RECORD OF ANY NAMES, DATES OR WEEK OF PREGNANCY COLLECTED UNDER THIS SUBSECTION (E) AND SHALL ONLY CHECK WHETHER SUCH DATA WAS ENTERED BY YOU OR NOT.

(i) Statistics of how many e-mails containing Records you sent in different periods of time. FOR THE REMOVAL OF ANY DOUBT, IT IS HEREBY CLARIFIED THAT MATIS SHALL NOT SAVE NOR HOLD ANY RECORD OF ANY DATA COLLECTED UNDER THIS SUBSECTION (F), INCLUDING E-MAIL ADDRESSES OR E-MAIL CONTENT, EXCEPT FOR STATISTICAL DATA.

(j) The frequency of sharing Records on social networks in different periods of time. FOR THE REMOVAL OF ANY DOUBT, IT IS HEREBY CLARIFIED THAT MATIS SHALL NOT SAVE NOR HOLD ANY RECORD OF ANY DATA COLLECTED UNDER THIS SUBSECTION (I), INCLUDING YOUR SOCIAL NETWORK'S ACCOUNT DETAILS, PHOTOS UPLOADED THERETO OR RECORDS' DETAILS, EXCEPT AS SET FORTH IN THIS SECTION 6.

(k) Any other non-identifying technical information and statistics in connection with the Usage.

For the avoidance of any doubt but notwithstanding anything to the contrary herein, MATIS shall be entitled to use without limitation any non-identifying and/or aggregated information and Collected Data received, used or stored in connection with the Application. MATIS represents and warrants that it shall not sell or otherwise transfer or assign the Collected Data or Content, or aggregated information to any third party, except when such third party provides Matis with storage, security or internal analytic services.

MATIS shall not collect or store the global unique identifier of Your device.

7. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MATIS, OR ANYONE ON ITS BEHALF, INCLUDING WITHOUT LIMITATION ITS AFFILIATES, DIRECTORS, EMPLOYEES, LICENSORS OR PARTNERS BE LIABLE TO YOU FOR ANY DIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND, PERSONAL INJURY/WRONGFUL DEATH (INCLUDING WITHOUT LIMITATION THE COST OF COVER, DAMAGES ARISING FROM LOSS OF DATA, USE, PROFITS OR GOODWILL AND ANY OTHER INTANGIBLE LOSS), WHETHER OR NOT MATIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING OUT OF THIS AGREEMENT. MATIS expressly represents that it shall not be liable to: any loss or damage as a result of inaccurate information; any changes MATIS may make to the Usage or the Application; any permanent or temporary cessation in the provision of the Usage (or any features within the Usage) and the Application; any deletion of, corruption of, or failure to store or share through social networks, any content and other communications data maintained or transmitted by or through your Usage; any Viruses (regardless of the source of origination); any

loss of data or damage to your iPhone device or account on social networks from viruses that may be downloaded to your iPhone device in the course of the Usage. You shall be solely responsible to Your usage of social networks in connection with the Application or otherwise, including, without limitation, your account with such social networks, account details, passwords and other privacy settings, and you agree to fully comply with the terms and conditions governing any use of such social networks. In no event shall MATIS be liable to any non-availability of such social networks' services, whether in connection with posting Records or otherwise. These limitations shall apply notwithstanding the failure of essential purpose of any limited remedy. MATIS's maximum aggregate liability arising out of this Agreement and/or your use or possession of the Application, including without limitation any claims in tort (including negligence), contract, breach of warranty, strict liability or otherwise, and for any and all claims combined, will not exceed the amount you paid for your copy of the Application. You agree to defend, indemnify and hold harmless MATIS and anyone on its behalf, including without limitation its subsidiaries, agents, managers, partners, and other affiliated companies, and, without limitation, their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to, attorney's fees) arising from: (i) your Usage of (and misuse) and access to the Application, including any data or content transmitted, sent or received by you (also in the event that such data or content were, at any time during the Usage, lost, deleted or corrupted in any manner preventing you from using such data or content); (ii) your violation of these Terms; (iii) your violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (iv) your violation of any law, rule or regulation of Israel or any other country; (v) any claim or damages that arise as a result of any of Your Content; or (vi) any other party's access and use of the Application in connection with your Usage. MATIS has no special relationship with or fiduciary duty to you. You acknowledge that MATIS has no control over, and no duty to take any action regarding: which users gain access to the Usage; what Content you access or obtain via the Usage; what affects the Content may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content. Some jurisdictions do not allow the exclusion of certain warranties, the limitation or exclusion of implied warranties, or limitations on how long an implied warranty may last, so the above limitations may not apply to you. If you reside in such a jurisdiction, the above limitations shall apply to you to the fullest extent permitted under applicable law.

8. Mobile Device Fees. The download of the Application and the MATIS Usage are made available via your mobile device. You are responsible for any fees charged by your mobile carrier for using our Application, such as Internet service provider or airtime charges.

9. Terms of Usage. These Terms apply to all current features and to new features that are or may be added to the existing Application. MATIS reserves the right to modify or replace any of these Terms or change, suspend, or discontinue the Usage (including without limitation, the availability of any feature, database, or Content) at any time, without explicit notice. MATIS may also impose limits on certain features and functions or restrict your access to parts or all of the

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10. **Illegal Uses of the Application.** You agree that at all times and with respect to any current or future version(s) of the Application, you will not, and will not assist or enable others to: Use the Application to share content of other people without their permission; Use the Application to submit or transmit spam or other mass messaging, whether commercial in nature or not; Use any of the Application's features to violate any third-party right, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; Use the Application for any illegal or unauthorized purpose (international users agree to comply with laws in their jurisdiction regarding online conduct and acceptable content); Use the Application in violation of the Terms; Modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit the Application or any Content (other than Your Content), except as expressly authorized by MATIS; Decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Application; Transmit any mobile devices viruses, worms, defects, Trojan horses or other items of a destructive nature (collectively, "Viruses"); Remove or modify any copyright, trademark or other proprietary rights notice on the Application or on any materials printed or copied off of the Application; Record, process, or mine information about other users; Use any robot, spider, software, search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index the Application or any Content related to the Application; Modify, adapt or hack the Application or modify another website so as to falsely imply that it is associated with the Application; Take any action that imposes, or may impose in our sole discretion, an unreasonable or disproportionately large load on MATIS' technology infrastructure; Access (or attempt to access) the Application through any automated means (including use of scripts or web crawlers); Engage in any activity that interferes with or disrupts the Application or any other users' accounts on social networks; Attempt to gain unauthorized access to the Application, computer systems, mobile devices or networks connected to the Application or to other users' accounts on social networks through hacking, password mining or any other means; Use any device, software or routine that interferes with the proper working of the Application or social networks, or otherwise attempts to interfere with

the proper working thereof; Use the Application to violate the security of any computer network, mobile device, social networks, crack passwords or security encryption codes; Access, tamper with, or use non-public areas of MATIS' computer systems, or the technical delivery systems of MATIS' providers; Forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Application to send altered, deceptive or false source-identifying information; Remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Application, features that prevent or restrict the use or copying of any Content or features that enforce limitations on the use of the Application. Post, store or share on social networks, by using the Application, any Content that is obscene, defamatory, racist, libelous, excessively violent, harassing, or otherwise objectionable. MATIS does not pre-screen Content. However, MATIS and its designees have the right (but not the obligation) in their sole discretion to block or restrict access to or the availability of, or to disable, any Content that is available via the Application or shared on social networks while using the Application. Without limiting the foregoing, MATIS and its designees may disable, restrict access to or the availability of, any Content that violates this Agreement, any applicable law or is otherwise objectionable. You shall evaluate, and bear all risks associated with, the use and sharing of any Content, including any reliance on the accuracy, integrity, quality or usefulness of such Content.

11. Copyrights and Trademarks. Nothing in these Terms gives you a right to use any of MATIS' trade names, trade marks, service marks, logos, domain names, and other distinctive brand features. The look and feel of MATIS is copyright © MATIS. You may not duplicate, copy, or reuse any portion of the HTML/Apple IOS/Android OS programming code or visual design elements without a prior express written permission from MATIS.

12. Feedback. If you are dissatisfied with the Usage, please provide Feedback through the provided email link in the app. Your only other remedy with respect to any dissatisfaction with (i) the Usage, (ii) the Terms, (iii) any policy or practice of MATIS in operating the Application, or (iv) any Content or information transmitted through the Usage, is to terminate the Terms and your local copy of application.

13. Governing Law and Jurisdiction. These Terms and any action related thereto will be governed by the laws of the State of Israel without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings or litigation arising in connection with the Application and/or Usage will be brought solely and exclusively before the competent courts of Tel Aviv-Jaffa in the State of Israel, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

14. General. This Agreement supersedes all proposals, oral or written, all negotiations, conversations, discussions and all past course of dealing between you and MATIS relating to the Application or the terms of its license to you. Neither this Agreement nor the licenses granted herein and any rights thereto are transferable by you without the prior written consent of

MATIS. MATIS may assign this Agreement, in whole or in part. This Agreement shall inure to the benefit of the parties and their permitted successors and assigns.

Date of last update of these Terms: 01-2017