



iTakeControl General Terms of Use

Created January 1, 2016

Welcome to iTakeControl®. We are a service that provides our members with access to the iTakeControl Mobile Application, website and any physician clinical portal ("Products") which We may make available to You from time to time. These General Terms and Conditions ("Terms") govern Your use of the Products.

1. How these Terms are Structured.

- 1.1. Choice of Law. Use of the Products is governed by the laws of the Commonwealth of Pennsylvania.
- 1.2. Eligibility. You may only use the Products if You are (a) over 18 years old; and (b) allowed to enter into a legally binding agreement.
- 1.3. Privacy. The Privacy Policy, at <http://www.itakecontrolbinge.com> governs any personal information You provide Us. By Using the Products You agree to the terms of the Privacy Policy.
- 1.4. Changes to the Products. We may modify, update, or discontinue the Products (including any of their portions or features) at any time without liability to You or anyone else. However We will take reasonable efforts to notify You before implementing any such change.
- 1.5. Changes to the Terms. We may, from time to time, change these Terms, including the Privacy Policy. Such revisions shall be effective immediately; provided however, for existing members, such revisions shall, unless otherwise stated, be effective 30 days after posting.

2. Use of Products.

- 2.1. Access. Subject to Your compliance with these Terms and applicable law, You may access and use the Products for an initial term of thirty (30) days. iTakeControl in its sole discretion, may continue to make the Products available for Your Use after the initial thirty (30) days, provided however that it shall not be obligated to continue to do so. iTakeControl may also charge a subscription fee for Your continued Use of the Products but such fees shall not apply for Your initial thirty (30) day Use of the Products.
- 2.2. Intellectual Property. We (and any of our licensors) remain the sole owner of all right, title, and interest in the Products. We reserve all rights not granted under these Terms.
- 2.3. Storage. When the Products provide an ability for You to store any data or content You provide through Your Use of the Products, we recommend that You continue to back up Your content regularly. We may create reasonable technical limits on Your content, such as limits on file size, storage space, processing capability, and other technical limits. We may suspend the Products until You are within the storage space limit associated with Your account.



- 2.4. User-Generated Content. We may host User-generated content from other Users. If You access our Products, You may come across content that You may find offensive or upsetting. Your sole remedy is to stop viewing the content. If available, You may also click on the “Contact Us” page on the iTakeControl website to report the content to Us.

3. Your Content.

- 3.1. Ownership. You retain all rights and ownership of Your content. We do not claim any ownership rights to Your content. You hereby grant to iTakeControl a non-exclusive, worldwide perpetual license to use Your content in anonymized form and/or by aggregating Your content with that of other users to enhance User experience, assessing changes in Your condition, and research as well as the understanding of various conditions. Your content in anonymized and aggregate form will be used for various purposes (including but not limited to enhance disease management and research) by iTakeControl and other third parties, including by not limited to, pharmaceutical companies, insurance companies, medical device companies, research institutions, electronic medical record companies, non-profits, analytic/technical companies. Your license to iTakeControl to Use Your content as described in these Terms, will survive termination of these Terms.
- 3.2. Licenses. We require certain licenses from You to Your content to operate and enable the Products. When You upload content to the Products, You grant Us a non-exclusive, worldwide, royalty-free, sub-licensable, and transferable license to Use, reproduce, publicly display, distribute, publicly perform, and translate the content as needed in response to user driven actions (such as when You choose to store privately or share Your content with others). This license is only for the purpose of operating or improving the Products.
- 3.3. Our Access. We will not access, view, or listen to any of Your content, except in a manner consistent with these Terms and as reasonably necessary to perform and provide the Products. Actions reasonably necessary to perform the Products may include (but are not limited to): (i) responding to support requests; (b) detecting, preventing, or otherwise addressing fraud, security, unlawful, or technical issues; and (c) enforcing these terms.
- 3.4. Sharing Your Content.
- 3.4.1. Share. Some aspects of the Products may provide features that allow You to Share Your content with other Users or to make it public. “Share” means to email, post transmit, upload, or otherwise make available (whether to Us or other Users) through Your Use of the Products. Other users may use, copy, modify, or re-shape Your content in many ways. Please consider carefully what You choose to Share or make public as You are entirely responsible for the content that You Share.
- 3.4.2. Level of Access. We do not monitor or control what others do with Your content. You are responsible for determining the limitations that are placed on Your content and for applying the appropriate level of access to Your content. If You do not choose the access level to apply to Your content, the system may default to its most permissive setting. It is Your responsibility to adjust the setting related to accessing or sharing of Your content.



- 3.4.3. Comments. The Products may allow You to comment on content. Comments are not anonymous, and may be viewed by other Users. Your comments may be deleted by You or Us.
- 3.4.4. Termination of License. You may revoke this license to Your content and terminate our rights at any time by removing Your content from the Products; provided however that: (i) the license You have granted in Section 3.1 to Use Your content in anonymized and aggregate form shall survive termination; and (ii) some copies of Your content may be retained as part of our routine backups.
- 3.4.5. Feedback. You have no obligation to provide Us with ideas, suggestions, or proposals ("Feedback"). However, if You submit Feedback to Us, then You grant Us a non-exclusive, worldwide, royalty-free license that is sub-licensable and transferrable, to make, Use, sell, have made, offer to sell, import, reproduce, publicly display, distribute, modify, and publicly perform the Feedback.

4. Account Information.

You are responsible for all activity that occurs via Your account. Please notify Us by Using the "Contact Us" feature on the iTakeControl website, if You become aware of any unauthorized use of Your account. You may not (a) Share Your account information (except with an authorized account administrator) or (b) use another person's account. Your account administrator may Use Your account information to manage Your Use and access to the Products.

5. User Conduct.

- 5.1. Responsible Use. The iTakeControl communities often consist of users who expect a certain degree of courtesy and professionalism. You must use the Products responsibly.
- 5.2. Misuse. You must not misuse the Products or content that we provide to You as part of the Products. For example, You must not:
 - 5.2.1. Copy, modify, host, stream, sublicense, or resell the Products;
 - 5.2.2. Enable or allow others to Use the Products or content Using Your account information;
 - 5.2.3. Use the content or Products to create any kind of database;
 - 5.2.4. Access or attempt to access the Products by any means other than the interface we provided or authorized;
 - 5.2.5. Circumvent any access or Use restrictions put into place to prevent certain Uses of the Products;
 - 5.2.6. Distribute or share content or engage in behavior that violates anyone's Intellectual Property Right ("Intellectual Property Rights" means copyright, moral rights, trademark, trade dress, patent, trade secret, unfair competition, right of privacy, right of publicity, and any other proprietary rights);
 - 5.2.7. Upload or share any content that is unlawful, harmful, threatening, abusive, tortious, defamatory, libelous, vulgar, lewd, profane, invasive of another's privacy, or hateful;
 - 5.2.8. Impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with a person or entity;
 - 5.2.9. Attempt to disable, impair or destroy the Products;



- 5.2.10. Disrupt, interfere with, or inhibit any other User from Using the Products (such as stalking, intimidating, or harassing others, inciting others to commit violence, or harming minors in any way),
- 5.2.11. Engage in chain letters, junk mails, pyramid schemes, spamming, or other unsolicited messages;
- 5.2.12. Place advertisement of any products or services in the Products;
- 5.2.13. Use any data mining or similar data gathering and extraction methods in connection with the Products; or
- 5.2.14. Violate applicable law.

6. Your Warranty and Indemnification Obligations.

- 6.1. Warranty. By uploading Your content to the Products, You agree that You have: (a) all necessary licenses and permissions, to use and Share Your content and (b) the rights necessary to grant the licenses in these terms.
- 6.2. Indemnification. You will indemnify Us and our subsidiaries, affiliates, officers, agents, employees, partners, and licensors from any claim, demand, loss, or damages, including reasonable attorneys' fees, arising out of or related to Your content, Your use of the Products or Software, or Your violation of these Terms.

7. Disclaimers of Warranties.

- 7.1. The Products are provided "AS-IS." To the maximum extent permitted by law, we disclaim all warranties express or implied, including the implied warranties of non-infringement, merchantability, and fitness for a particular purpose. We make no commitments about the content within the Products. We further disclaim any warranty that (a) the Products will meet Your requirements or will be constantly available, uninterrupted, timely, secure, or error-free; (b) the results that may be obtained from the Use of the Products will be effective, accurate, or reliable; (c) the quality of the Products will meet Your expectations; or that (d) any errors or defects in the Products will be corrected.
- 7.2. We specifically disclaim any liability for any actions resulting from Your Use of any Products. You may use and access the Products at Your own discretion and risk, and You are solely responsible for any damage to Your computer system or loss of data that results from the use and access of any Products.
- 7.3. You understand that iTakeControl is not a healthcare professional and does not provide medical, health or other professional Products or advice. The Products are not replacements for proper medical care, and You agree that You are solely responsible for obtaining proper treatment for his or her conditions. You may provide the information and reports received from the Products to Your healthcare provider. You understand that the Products are provided without warranty except as required by law.

8. Limitation of Liability.

- 8.1. We are not liable to You or anyone else for: (a) any loss of use, data, goodwill, or profits, whether or not foreseeable; and (b) any special, incidental, indirect, consequential, or punitive damages whatsoever (even if we have been advised of the possibility of these damages), including those (x) resulting from loss of use, data, or profits, whether or not foreseeable, (y)



based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or (z) arising from any other claim arising out of or in connection with Your use of or access to the Products.

- 8.2. Our total liability in any matter arising out of or related to these terms is limited to the amount that You paid for access to the Products during the three-month period preceding the event giving rise to the liability. This limitation will apply even if We have been advised of the possibility of the liability exceeding the amount and notwithstanding any failure of essential purpose of any limited remedy.
- 8.3. The limitations and exclusions in this Section 8 apply to the maximum extent permitted by law.

9. Termination.

- 9.1. Termination by You. You may stop using the Products at any time. Termination of Your account does not relieve You of any obligation to pay any outstanding fees.
- 9.2. Termination by Us. If We terminate these terms for reasons other than for cause, then We will make reasonable effort to notify You at least 30 days prior to termination via the email address You provide to Us. Unless stated in Additional Terms, We may at any time terminate these terms (and Your access to Products or Software) with You if:
 - 9.2.1. You breach any provision of these terms (or act in a manner that clearly shows You do not intend to, or are unable to, comply with these terms);
 - 9.2.2. You fail to make the timely payment of fees for the Products, if any;
 - 9.2.3. We are required to do so by law (for example, where the provision of the Products to You is, or becomes, unlawful);
 - 9.2.4. We elect to discontinue the Products, in whole or in part, (such as if it becomes impractical for Us to continue offering Products in Your region due to change of law); or
 - 9.2.5. there has been an extended period of inactivity in Your free account.
- 9.3. Termination by Group Administrator. Group administrators for the Products such as “Creative Cloud for team” may terminate a User’s access to the Products at any time. If Your group administrator terminates Your access, then You may no longer be able to access content that You or other users of the group have shared on a shared workspace within that Products.
- 9.4. Survival. Upon expiration or termination of these Terms, any licenses You have granted, Your indemnification obligations, our warranty disclaimers or limitations of liabilities, and dispute resolution provisions stated in these Terms will survive.

10. Investigations.

- 10.1. Screening. We do not review content uploaded to the Products, but we may at our own discretion, use available technologies or processes to screen for certain types of illegal content (for example, child pornography) or other abusive content or behavior (for example, patterns of activity that indicate spam or phishing, or keywords that indicate adult content has been posted outside of the adult wall).
- 10.2. Disclosure. We may access or disclose information about You, or Your use of the Products, (a) when it is required by law (such as when we receive a valid subpoena or search warrant); (b) to respond to Your requests for customer service support; or (c) when We, in our discretion,



think it is necessary to protect the rights, property, or personal safety of Us, our users, or the public.

11. Export Control Laws.

The Products content, and Your use of the Products and content, are subject to U.S. and international laws, restrictions, and regulations that may govern the import, export, and Use of the Products and content. You agree to comply with all the laws, restrictions, and regulations.

12. Dispute Resolution.

- 12.1. Process. For any concern or dispute You may have, You agree to first try to resolve the dispute informally by contacting Us.
- 12.2. No Class Actions. You may only resolve disputes with Us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action.
- 12.3. Injunctive Relief. Notwithstanding the foregoing, in the event of Your or others' unauthorized access to or Use of the Products or content in violation of these terms You agree that We are entitled to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

13. Compliance with Licenses.

If You are a business, company, or organization, then We may, no more than once every 12 months, upon seven 7 days' prior notice to You, appoint our personnel or an independent third party auditor who is obliged to maintain confidentiality to inspect (including manual inspection, electronic methods, or both) Your records, systems, and facilities to verify that Your installation and Use of any and all Products is in conformity with its valid licenses from Us. Additionally, You will provide Us with all records and information requested by Us in order to verify that its installation and Use of any and all Products is in conformity with Your valid licenses from Us within 30 days of our request. If the verification discloses a shortfall in licenses for the Products, You will immediately acquire any necessary licenses, subscriptions, and any applicable back maintenance and support. If the underpaid fees exceed 5% of the value of the payable license fees, then You will also pay for our reasonable cost of conducting the verification.

14. Modification.

We may modify these Terms or any additional terms that apply to the Products to, for example, reflect changes to the law or changes to our Products. You should look at the Terms regularly. We will post notice of modifications to these terms on this page and/or the iTakeControl website. We will post notice of modified additional terms in the applicable Products. By continuing to Use or access the Products after the revisions come into effect, You agree to be bound by the revised Terms.

15. Miscellaneous.

- 15.1. English Version. The English version of these terms will be the version Used when interpreting or construing these Terms.
- 15.2. Notice to iTakeControl. You may send the notices to Us to at the following address: 516 East 2nd Street, PO Box 44, Boston 02127 Attention: Daylan Digital LLC, Legal Department.
- 15.3. Notice to You. We may notify You by email, postal mail, postings within the Products, or other legally acceptable means.



- 15.4. Entire Agreement. These Terms constitute the entire agreement between You and Us regarding Your Use of the Products and supersede any prior agreements between You and Us relating to the Products.
- 15.5. Non-Assignment. You may not assign or otherwise transfer these Terms or Your rights and obligations under these Terms, in whole or in part, without our written consent and any such attempt will be void. We may transfer Our rights under these terms to a third party.
- 15.6. Severability. If a particular term is not enforceable, the unenforceability of that term will not affect any other terms.
- 15.7. No Waiver. Our failure to enforce or exercise any of these terms is not a waiver of that section.