

AI:ON INNOVATIONS, INC.

TERMS OF SERVICE

Thank you for your interest in the products and services of AI:ON INNOVATIONS, INC., a Delaware corporation (“AI:ON,” “we,” “us,” or “our”). The following Terms of Service (the “Terms”) shall control the use and access of all customers and visitors (collectively, “User(s)”) to our website(s), and/or that receive any other related product or service we offer (collectively, the “Services”). By using or continuing to use the Services, you represent and warrant that you understand, agree to, and accept all terms and conditions contained in these Terms. Please refer to the AI:ON Privacy Policy at <https://www.aion.health/policies/PrivacyPolicy.pdf> for information on how AI:ON collects, uses and discloses information about you. If you have any questions, we can be reached at info@aion.health.

PLEASE READ THESE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION.

1. SERVICES

AI:ON’s Services include the application of certain proprietary software to scans and images provided by its customers. AI:ON’s Services are for informational purposes, only. AI:ON does not provide medical advice. Any information provided by AI:ON through its Services should be discussed with a licensed physician or other medical provider. AI:ON does not provide any medical diagnoses or recommend any medical treatment. AI:ON is not licensed to practice medicine or provide any medical services. AI:ON is not responsible for the accuracy, reliability, effectiveness, or proper use of the information provided through its Services or on its website. Any information from AI:ON’s services should be considered with a medical professional, and any reliance upon the information provided by AI:ON’s services is expressly at the User’s own risk.

As a condition of using the Services, you affirm that you are either over 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, waivers, representations and warranties set forth in the Terms, and to abide by and comply with the Terms. You further affirm that you are not under the age of 13, as the Services are not intended to be offered to children under that age. If you are under 13 years of age, then please do not use the Services.

AI:ONs reserve the sole right and discretion to determine eligibility for the Services. Certain products or services may be subject to additional and specific terms, conditions, representations or agreements as determined by AI:ON.

2. CHANGES TO TERMS

AI:ON may revise and update these Terms from time to time in its sole discretion. Unless stated otherwise, all changes are effective upon notice and apply to all access to and use of the Services. Your continued use of the Services following notice and posting of any revised Terms means that you accept and agree to the changes.

3. ACCOUNT INFORMATION

It is your responsibility to maintain the security and privacy of your account information with respect to the Services, including your username, password, and email identification. You are responsible for any activity that occurs on your account for any reason. If you have reason to believe that your account has been accessed without your authorization, you must notify us immediately at the contact information provided at the beginning of these Terms. For your protection, if we believe that any unauthorized access may occur or has occurred, we may terminate such access without prior notice to you. You also agree that we are permitted to act upon any instructions received using your username and password and to consider such instructions as authorized by you.

4. TECHNICAL PROBLEMS

AI:ON is not responsible for any technical issues with your use of the Services related to unavailability or interruptions of the Services for any reason. You may report technical problems by emailing us at the contact information provided at the beginning of these Terms. AI:ON is not responsible for fixing any technical issue submitted or discovered.

5. RELATIONSHIP

These Terms do not create a partnership or agency relationship between AI:ON and any User. Users do not have authority to enter into written or oral (whether implied or express) contracts on behalf of AI:ON.

6. LINKS TO OTHER SITES

The Services may link to or may be accessed in connection with external sites, and may connect you with third party services and/or content. These links or the ability to access other external sites from the Service are provided for your convenience only and do not constitute an endorsement by AI:ON of such sites or their content, products, services or other materials. You access such external sites at your own risk. It is your responsibility to evaluate the content and usefulness of the information obtained from external sites. AI:ON has no control over the content of any external sites and accepts no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any external sites linked to or otherwise accessible from the Services, you do so entirely at your own risk and subject to the terms and conditions of use and privacy policies for such external sites. You agree to hold AI:ON harmless from any loss or liability that may result from the use of any links or access to external sites that may appear on the Service.

7. RESTRICTIONS

In accessing and using the Services, you agree to abide by the following rules, restrictions and limitations. You are solely responsible for your conduct and for your communications and interactions with other Users and with AI:ON. AI:ON is not responsible for any dispute that may arise between Users while using the Services.

- a. You shall not access or use the Services for any unlawful purpose, or for any use or purpose not intended by AI:ON;

- b. You will not use the Services in any way that could interfere with, disrupt, negatively affect, or inhibit other Users from using the Services, or that could damage, disable, overburden or impair the functioning of the Services;
- c. You will not use the Services in violation of any law;
- d. You will not abuse, harass, impersonate, intimidate or threaten any User or any AI:ON employee, agent, or vendor;
- e. You will not use any data mining software, robots, spiders or similar data gathering and extraction tools to access, acquire, copy, monitor, retrieve, index, “scrape,” “data mine,” or in any way gather content or data from the Services or otherwise circumvent the navigational structure or presentation of the Services;
- f. You will not disseminate or transmit viruses, worms, Trojan horses, keyboard loggers, time bombs, spyware, adware, cancelbots, passive collection mechanisms, or any other malicious or invasive code or program or upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear GIFs, single pixel GIFs, pixel tags, web beacons, action tags, web bugs, cookies, or other similar devices;
- g. You will not attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Services;
- h. You will not interfere with or circumvent any security feature or any feature that restricts or enforces limitations on the use of, or access to, the Services;
- i. You will not probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures of the Services;
- j. You will not remove, change or obscure any copyright, trademark notice, trademark, hyperlink or other proprietary rights notices contained within the Services; and,
- k. You will not encourage or promote any activity that violates these Terms.

8. TERMINATION

AI:ON reserves the right to terminate your use of the Services at any time, for any reason, in its sole discretion, and without notice. In addition to suspension and/or termination of your use of the Services, nothing in these Terms shall preclude or prohibit AI:ON from pursuing any other remedy available at law or equity in connection with your use of the Services.

9. DISCLOSURE NOTICE

AI:ON reserves the right to access, read, preserve, and disclose any information new reasonably believe is necessary to do any of the following: (i) satisfy any applicable law, regulation, legal process, subpoena or governmental request; (ii) enforce these Terms, including investigation of potential violations of it; (iii) detect, prevent, or otherwise address fraud, security or technical

issues; (iv) cooperate with law enforcement authorities; (v) respond to User support requests; or (vi) protect our, our Users' or the public's rights, property or safety.

10. INTELLECTUAL PROPERTY

- a. You hereby grant to AI:ON a non-exclusive, royalty-free, fully paid-up, right and license to use your data for the purposes of providing you with the Services. You represent and warrant that you are the exclusive owner of your data or have all rights and licenses necessary to grant the rights to your data that you have granted to AI:ON in these Terms without the need to obtain any third-party consents or permissions.
- b. The Services (including the underlying technology, systems and software) are protected by copyright, trademark, patent, and/or other proprietary rights and laws. Subject to your compliance with these Terms, and solely for so long as you are permitted by AI:ON to access and use the Services, AI:ON grants to you a limited, revocable, non-exclusive, non-transferable, and non-sublicensable right to access and use the Services for private, personal, non-commercial use. Unless expressly granted to you in these Terms, AI:ON and its licensors reserve and retain all right, title and interest (including all intellectual property rights) in and to: (i) the Services; and (ii) the technology, systems and software used to provide the Services. This includes software that we may provide you to download, including updates and new features added to the software. You shall not circumvent or disable any content protection system or digital rights management technology used in the Services or take any other action in contravention of any intellectual property right of AI:ON with respect to the Services and any other products, services, marks, copyrights, patents and/or trade secrets of AI:ON. Notwithstanding anything in these Terms, AI:ON at all times and in all forms retains full, exclusive and complete ownership of the Services.
- c. As may be applicable, certain software code incorporated into or distributed with the Services may be licensed by third parties under various “open-source” or “public-source” software licenses, and such software is not licensed under these Terms and is instead separately licensed pursuant to the terms and conditions of their respective open-source software licenses. You agree to comply with all such license agreements.
- d. You further understand and agree that AI:ON owns and has the right to collect, extract, compile, synthesize, analyze and use aggregate data and usage data, without a duty of accounting to you or any User, consistent with our Privacy Policy.

11. COMMUNICATIONS WITH AI:ON

Should you wish to provide comments, suggestions, ideas, or other communications (collectively “Communications”), you may do so at the contact information provided at the beginning of these Terms, or in any other form facilitated by the AI:ON and/or its Services. You understand and acknowledge that your Communications are voluntary, and AI:ON may use such Communications in any way it sees fit. AI:ON shall not owe you any duty with respect to your Communications, except as expressly set forth in these Terms and/or the Privacy Policy, and you hereby grant AI:ON an irrevocable, perpetual, non-exclusive license to such Communications without being entitled to any compensation of any kind whatsoever. AI:ON may use, display, modify, make derivative works, sell, and/or transfer such Communications at its sole discretion.

12. COPYRIGHT POLICY

- a. Copyright Policy. AI:ON takes claims of copyright infringement seriously and will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the AI:ON Site or App infringe your copyright, you may request removal of those materials (or access to them) by submitting written notice to our Copyright Agent designated below.
- b. Notice to AI:ON. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (“DMCA”), the written notice (the “DMCA Notice”) must include substantially the following: (i) your physical or electronic signature; (ii) identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Site or App, a representative list of such works; (iii) identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material; (iv) adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address); (v) a statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law; a statement that the information in the DMCA Notice is accurate; and (vi) a statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner. If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective. Please be aware that if you knowingly materially misrepresent that material or activity on the Site or App is infringing your copyright, you may be held liable for damages (including costs and attorneys’ fees) under Section 512(f) of the DMCA.
- c. Copyright Agent. DMCA Notices must be delivered to our designated Copyright Agent:

AI:ON INNOVATIONS, INC.
Attn: Copyright Agent
privacy@aion.health

13. DISCLAIMERS

AI:ON SERVICES ARE PROVIDED TO YOU ON AN “AS-IS” AND “AS AVAILABLE” BASIS AND THE USE THEREOF IS AT YOUR SOLE RISK. AI:ON MAKES NO, AND HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NONINFRINGEMENT, AND TITLE WITH RESPECT TO THE SERVICES, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW. AI:ON DOES NOT WARRANT THAT THE USE OF YOUR SERVICES IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND AI:ON EXPRESSLY AND SPECIFICALLY DISCLAIMS ANY SUCH WARRANTIES. AI:ON FURTHER DOES NOT WARRANT THAT: (A) THE SERVICES (OR THE RESULTS OBTAINED FROM THE USE THEREOF) WILL BE TIMELY, ERROR-FREE, SECURE OR UNINTERRUPTED; (B) THE SERVICES WILL MEET YOUR REQUIREMENTS; OR (C) ANY ERRORS OR MALFUNCTIONS RELATED TO THE SERVICES WILL BE CORRECTED. AI:ON IS NOT LIABLE IN THE EVENT OF ANY UNAUTHORIZED ACCESS TO OR USE OF THE SERVICES, ANY INTERRUPTION, SUSPENSION OR CESSATION OF ACCESS TO THE SERVICES, OR ANY BUGS, VIRUSES, TROJAN HORSES, OR OTHER HARMFUL OR MALICIOUS CODE WHICH MAY BE TRANSMITTED THROUGH THE SERVICES OR BY ANY THIRD PARTY. AI:ON MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED,

REGARDING THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE INFORMATION PRODUCED BY THE SERVICES.

ALL THIRD PARTY MATERIAL AND THIRD PARTY SERVICES ARE PROVIDED AS-IS WITHOUT WARRANTIES OF ANY KIND. AI:ON MAKES NO WARRANTIES OF ANY KIND, EXPRESSOR IMPLIED, RELATING TO ANY PRESENT OR FUTURE METHODOLOGY EMPLOYED IN OUR GATHERING OR REPRODUCING OF ANY THIRD PARTY MATERIAL OR THIRD PARTY SERVICES, OR AS TO THE ACCURACY, CURRENCY, OR COMPREHENSIVENESS OF THE SAME.

14. WAIVER, RELEASE AND LIMITATION OF LIABILITY

- a. AI:ON IS IN NO EVENT RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY, WHETHER UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR OTHER THEORY, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, REVENUE OR BUSINESS, COST OF SUBSTITUTE PROCUREMENT, ARISING IN WHOLE OR IN PART FROM YOUR USE OF (OR INABILITY TO USE) THE SERVICES OR ANY PORTION THEREOF, EVEN IF AI:ON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, AI:ON'S AGGREGATE LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO ONE HUNDRED DOLLARS (USD\$100.00).
- b. WAIVER OF TRIAL BY JURY. BY ENTERING INTO THIS AGREEMENT, YOU WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE TERMS. YOU CERTIFY AND ACKNOWLEDGE THAT BY ACCESSING AND USING THE SERVICES THAT YOU MAKE THIS WAIVER KNOWINGLY AND VOLUNTARILY. IF YOU DO NOT AGREE TO SUCH WAIVER, YOU SHOULD NOT USE THE SERVICES.
- c. California Residents. If you are now, or at any time during your use of the Site or the App, a California resident, you hereby waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

15. INDEMNIFICATION

To the extent permitted by law, you will indemnify, defend, and hold harmless AI:ON, its parents, subsidiaries, affiliates, and their respective directors, officers, members, employees, representatives, and agents (each an "Indemnified Party") from any and all liabilities or losses of any kind arising from or relating to any claim, suit, proceeding, demand, or action brought by you or a third party or other User against an Indemnified Party relating to: (a) your use of the Services, including any payment obligations incurred through receipt of any Services; (b) failure to comply with these Terms by you or your agents; (c) failure to comply with applicable law by you or your agents; (d) negligence, willful misconduct, or fraud by you or your agents; or (e) violation of privacy rights or infringement of intellectual property rights or allegations thereof to the extent caused by you or your agents.

16. GOVERNING LAW

Our Services are hosted in the United States. If you are using or accessing the Services from outside the United States or any other region with laws or regulations governing personal data collection, use and disclosure that differ from United States laws, please be advised that through your use of the Services, which are governed by United States law, you are transferring information to and from the United States and you consent to that transfer.

The laws of the State of Ohio and applicable United States law govern these Terms and matters arising out of or relating to the Services, without giving effect to such state's conflicts of law principles or rules of construction concerning the drafter. You irrevocably and unconditionally submit to the jurisdiction of the federal and state courts venued in Hamilton County, Ohio for the purpose of any suit, action, or other proceeding arising out of or based upon this Policy, your access to or your use of the Services, which courts are the exclusive forum for any such suit, action, or other proceeding.

17. OTHER AGREEMENTS; ASSIGNMENT

These Terms are not intended to change or affect any separate agreement or contract that you may have with AI:ON. However, with respect to the Services, these Terms constitute the entire agreement between us with respect to anything related to the Services and your use of the Services. No failure to act on any right by AI:ON shall constitute a further continuing waiver of the same. You have no right to assign any rights under these Terms, but AI:ON may transfer and/or assign any rights under these Terms without limitation and without notice or consent from you.

18. MISCELLANEOUS

The invalidity, illegality or unenforceability of any term or provision of these Terms shall in no way affect the validity, legality or enforceability of any other term or provision of these Terms. These Terms will be binding on and will inure to the benefit of the legal representatives, successors and assigns of the parties hereto. If a court or arbitrator decides that any term or provision of these Terms is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to achieving the purpose of the invalid or unenforceable term or provision, and the parties agree that these Terms shall be enforceable as so modified.

23. ACCEPTANCE OF TERMS

By using or accessing the Services, you acknowledge that you have reviewed, understood, and accept these Terms of Service, including those aspect of the Terms of Service related to the availability of our products and services, eligibility for such products and services, collection of information, use of information, security of information, and/or privacy of information as identified in the Terms of Service and/or in our Privacy Policy, which is incorporated by reference.