

END-USER LICENSE AGREEMENT

Last Updated October, 2021

IMPORTANT. THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS AND EXCLUSIONS THAT MIGHT APPLY TO YOU. READ THE ENTIRE DOCUMENT TO THE BOTTOM OF THIS PAGE!

THIS SITE IS INTENDED FOR PERSONS LOCATED IN NORTH AND SOUTH AMERICA (“PERMITTED JURISDICTION”), AND IS NOT INTENDED FOR PERSONS LOCATED IN THE EUROPEAN ECONOMIC AREA. BY USING THIS SITE, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE USING THE SITE FROM A PERMITTED JURISDICTION.

INTRODUCTION

This **END-USER LICENSE AGREEMENT** (“Agreement”) is entered into by and between you and **ADVANCED MYOGRAPHIC TECHNOLOGIES**. This Agreement, together with any documents expressly incorporated by reference, govern your access to and use of this Site, including any content, functionality, and services delivered through this Site. By accessing, browsing and/or using this Site, registering with this Site, or by clicking to accept or agree to this Agreement when this option is made available to you, you acknowledge that you have read, understood and agree to be bound by the terms of this Agreement and **ADVANCED MYOGRAPHIC TECHNOLOGIES’** Privacy Notice (“Privacy Notice”), which can be found at <https://myographytech.com/privacy-policy/> and is incorporated herein by reference, and to comply with all applicable local, state and federal laws and regulations. If you do not agree to all of the terms and conditions of this Agreement and the Privacy Notice, do not use this Site.

DEFINITIONS

"ADVANCED MYOGRAPHIC TECHNOLOGIES " shall mean ADVANCED MYOGRAPHIC TECHNOLOGIES all parent, sibling, subsidiary or affiliated entities, its shareholders, officers, directors, agents, employees, and assigns.

“Site” shall mean the Internet site located at <https://myographytech.com>

“User” shall mean any person or entity that accesses or uses the Site in any manner.

ELIGIBILITY

This Site is offered and available to Users who are 18 years of age or older.

YOU MAY NOT USE, ACCESS, OR REQUEST SERVICES FROM THE SITE IF YOU (A) DO NOT AGREE TO THIS AGREEMENT, (B) ARE NOT AT LEAST 18 YEARS OF AGE, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THE SITE OR ANY OF THE SITE'S CONTENTS OR SERVICES BY APPLICABLE LAW.

IF YOU USE THE SITE OR OBTAIN SERVICES ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU AFFIRM YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THIS AGREEMENT.

BY USING THE SITE OR OBTAINING SERVICES FROM THE SITE, YOU REPRESENT AND WARRANT THAT YOU MEET ALL OF THE FOREGOING ELIGIBILITY REQUIREMENTS AND YOU AFFIRM THAT YOU ACCEPT AND ARE BOUND BY THIS AGREEMENT. IF YOU DO NOT MEET ALL OF THESE REQUIREMENTS, YOU MUST NOT USE OR ACCESS THE SITE.

CONDITIONS OF USE

The information, text, graphics provided on this Site are offered solely as a convenience to *ADVANCED MYOGRAPHIC TECHNOLOGIES'* customers and Site visitors. Although *ADVANCED MYOGRAPHIC TECHNOLOGIES* believes it has made reasonable efforts to include accurate, complete and current information on this Site, this Site may contain technical inaccuracies or typographical errors and changes are made to this Site and to the products and services of *ADVANCED MYOGRAPHIC TECHNOLOGIES* from time to time. *ADVANCED MYOGRAPHIC TECHNOLOGIES* makes no warranties or representations regarding the accuracy or completeness of the information. It is your responsibility to verify the information before relying on it. Any reliance you place on such information is strictly at your own risk. *ADVANCED MYOGRAPHIC TECHNOLOGIES* disclaims all liability and responsibility arising from any reliance placed on such information by you or any other visitor to the Site, or by anyone who may be informed of any of its contents. *ADVANCED MYOGRAPHIC TECHNOLOGIES* reserves the right to make changes to the content of this Site without prior notice.

User is granted a nonexclusive, nontransferable limited license to view, copy, print, and distribute all or any part of this site for internal, informational and non-commercial purposes within your organization, provided that each copy of material contains copyright notice. No other use of any of the content of this Site is permitted without the express written consent of *ADVANCED MYOGRAPHIC TECHNOLOGIES*. The trademarks and service marks used or displayed on this site are registered and unregistered trademarks of *ADVANCED MYOGRAPHIC TECHNOLOGIES*. *ESTi™ Score* and the Term *CURO* are registered trademarks of *CURO Diagnostics, ApS* of Copenhagen, Denmark; the founder and manufacturer of sound wave myographic diagnostic instruments. Nothing contained herein shall be construed as granting, by implication, estoppel or otherwise, to User a license under any copyright,

trademark, patent or other intellectual property right of **ADVANCED MYOGRAPHIC TECHNOLOGIES** without the express written permission of **ADVANCED MYOGRAPHIC TECHNOLOGIES**. **ADVANCED MYOGRAPHIC TECHNOLOGIES** expressly reserves all intellectual property rights it may possess in products, processes or technology that appear on this Site or any other **ADVANCED MYOGRAPHIC TECHNOLOGIES** website. Further **ADVANCED MYOGRAPHIC TECHNOLOGIES** reserves all other rights not expressly granted or addressed in this Agreement.

ADVANCED MYOGRAPHIC TECHNOLOGIES accommodates and does not interfere with standard technical measures used by copyright owners to protect their materials. Pursuant to 17 U.S.C. Section 512 as amended by Title II of the Digital Millennium Copyright Act (the “Act”), **ADVANCED MYOGRAPHIC TECHNOLOGIES** reserves the right to terminate your use of the Site or the information and content contained on the Site if it determines in its sole and absolute discretion that you are involved in infringing activity, regardless of whether such alleged infringement is a first-time or repeat occurrence and/or whether the material or activity is ultimately determined to be infringing.

PROHIBITED USES

You agree to use the Site only for lawful purposes and in accordance with this Agreement. Specifically, you agree:

- not to use the Site in any way that violates federal, state, local or international law or regulation, or generally accepted practices or guidelines in relevant jurisdictions (including any laws or regulations regarding the export of data or software to and from the United States or other relevant countries);
- that you will not use the Site to transmit or send unsolicited commercial communications;
- not to access (or attempt to access) the Site by any means other than through the interface that is provided by **ADVANCED MYOGRAPHIC TECHNOLOGIES**;
- that you will not attempt to gain unauthorized access to, interfere with, damage, disrupt or circumvent any of the security features of any part of the Site (or the servers, networks, and databases which are connected to the Site);
- not to access (or attempt to access) the Site through any automated means (including use of scripts or web crawlers);
- not to conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the Site without **ADVANCED MYOGRAPHIC TECHNOLOGIES'** express written consent;
- not to introduce any spyware, viruses, Trojan horses, worms, keystroke loggers, rootkits, logic

bombs or other material which is malicious or technologically harmful to the Site (or the servers, networks, and databases which are connected to the Site);

- not to use the Site to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- that you will not edit or otherwise modify any content on the Site that is not owned by you or another person or entity for whom you act as their agent;
- that you will not engage in any activity that interferes with or disrupts the Site (or the servers, networks, and databases which are connected to the Site);
- that you will not impersonate or attempt to impersonate **ADVANCED MYOGRAPHIC TECHNOLOGIES**, an employee or **ADVANCED MYOGRAPHIC TECHNOLOGIES**, another User, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing);
- that you will not reproduce, redistribute, republish, duplicate, copy, display, sell, rent, sub-license, trade or resell any content or other aspect of the Site for any commercial purpose (except for content specifically and expressly made available for redistribution); and
- that you are solely responsible for (and that **ADVANCED MYOGRAPHIC TECHNOLOGIES** has no responsibility to you or to any third party for) any breach of your obligations under this Agreement and for the consequences (including any loss or damage which you may suffer) of any such breach.

THIRD PARTY SITES AND CONTENT

This Site contains links to other Internet sites that **ADVANCED MYOGRAPHIC TECHNOLOGIES'** business partners and other third parties own or operate. Your use of each of those sites is subject to the terms of use, if any, that each of those sites have posted. **ADVANCED MYOGRAPHIC TECHNOLOGIES** has no control over third party sites and **ADVANCED MYOGRAPHIC TECHNOLOGIES** is not responsible for any changes to or content on them. **ADVANCED MYOGRAPHIC TECHNOLOGIES'** inclusion of any content is not an endorsement of that material or link or the companies that own or operate the material or linked sites.

This Site may include content provided by third parties. All statements and/or opinions expressed in these materials, and all content other than the content provided by **ADVANCED MYOGRAPHIC TECHNOLOGIES**, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion **ADVANCED MYOGRAPHIC TECHNOLOGIES**. **ADVANCED MYOGRAPHIC TECHNOLOGIES** is not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

LINKING TO THE SITE AND SOCIAL MEDIA FEATURES

You may link to the Site's homepage, provided you do so in a way that is fair and legal and does not damage *ADVANCED MYOGRAPHIC TECHNOLOGIES'* reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on *ADVANCED MYOGRAPHIC TECHNOLOGIES'* part without its express written consent.

This Site may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Site.
- Send emails or other communications with certain content, or links to certain content, on this Site.
- Cause limited portions of content on this Site to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by *ADVANCED MYOGRAPHIC TECHNOLOGIES* and solely with respect to the content they are displayed with. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Site or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Link to any part of the Site other than the homepage.
- Otherwise take any action with respect to the materials on this Site that is inconsistent with any other provision of this Agreement.

You agree to cooperate with *ADVANCED MYOGRAPHIC TECHNOLOGIES* in causing any unauthorized framing or linking immediately to cease. *ADVANCED MYOGRAPHIC TECHNOLOGIES* reserves the right to withdraw linking permission without notice.

ADVANCED MYOGRAPHIC TECHNOLOGIES may disable all or any social media features and any links at any time without notice in its discretion.

DISCLAIMER OF WARRANTY

THE INFORMATION, SOFTWARE OR OTHER MATERIAL ON OR ACCESSIBLE FROM THIS SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE, EXPECTATION OF PRIVACY AND NONINFRINGEMENT OR ANY WARRANTY THAT THIS SITE WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE WILL BE FREE FROM COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

LIMITATION OF LIABILITY

IN NO EVENT SHALL *ADVANCED MYOGRAPHIC TECHNOLOGIES*, ITS PARENTS, SUBSIDIARIES, AFFILIATES, RELATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, SERVICE PROVIDERS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OR ANY OTHER DAMAGES OF ANY KIND OR NATURE ARISING OUT OF USER'S ACCESS, USE OR INABILITY TO USE THE SITE, ANY WEBSITES LINKED TO THE SITE, ANY CONTENT ON THE SITE OR SUCH OTHER WEBSITES, OR ANY SERVICES OBTAINED THROUGH THE SITE OR SUCH OTHER WEBSITES, WHETHER BASED UPON BREACH OF CONTRACT, NEGLIGENCE OR OTHER WRONGFUL CONDUCT OR ANY OTHER LEGAL THEORY, EVEN IF *ADVANCED MYOGRAPHIC TECHNOLOGIES* HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

PRIVACY

All information *ADVANCED MYOGRAPHIC TECHNOLOGIES* collects on this Site is subject to our Privacy Notice. By accessing or using the Site, you consent to all actions we take with respect to your information consistent with our Privacy Notice.

YOUR ACCOUNT, PASSWORD AND SECURITY

If you use this Site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, account or password, and you agree to accept responsibility for all activities that occur under your account or password. *ADVANCED MYOGRAPHIC TECHNOLOGIES* reserves the right to refuse service or terminate accounts in its sole discretion. You agree to immediately notify *ADVANCED MYOGRAPHIC TECHNOLOGIES* of any unauthorized use of your password or account or any other breach of security, and ensure that you exit from your account at the end of each session.

ADVANCED MYOGRAPHIC TECHNOLOGIES is not liable for any loss or damage arising from User's failure to comply with this section or any other provision of this Agreement.

RELATIONSHIP OF THE PARTIES

ADVANCED MYOGRAPHIC TECHNOLOGIES and User are independent contractors. Nothing in this Agreement shall be construed to create any agency, partnership, joint venture, employer-employee or franchisor-franchisee relationship unless explicitly agreed to in writing by ***ADVANCED MYOGRAPHIC TECHNOLOGIES***.

CHANGES OR MODIFICATIONS

ADVANCED MYOGRAPHIC TECHNOLOGIES reserves the right, at its sole discretion, to change, modify, add, remove or amend the existing terms and conditions of this Agreement in whole or in part at any time. ***ADVANCED MYOGRAPHIC TECHNOLOGIES*** will provide notice by, at a minimum, updating this posting. You are expected to carefully review this Agreement from time to time so you are aware of any changes. However, if ***ADVANCED MYOGRAPHIC TECHNOLOGIES*** make material changes to this Agreement, ***ADVANCED MYOGRAPHIC TECHNOLOGIES*** will notify you either through the email address you have provided us or by means of a prominent notice on the Site before the change becomes effective. Any changes to this Agreement will be in effect as of the "Last Updated" date referenced in this Agreement. The continued use by User of the Site will be deemed User's express agreement to the amended or changed terms and conditions.

ADVANCED MYOGRAPHIC TECHNOLOGIES may, but shall have no obligation to, add new functions or features to the Site or make new services available to User. ***ADVANCED MYOGRAPHIC TECHNOLOGIES*** may terminate, change, suspend or discontinue any aspect of the Site, including the availability of or any features of the Site, at any time.

TERMINATION

ADVANCED MYOGRAPHIC TECHNOLOGIES may, in its sole discretion, terminate this Agreement at any time or upon a breach of this Agreement by User. Upon such termination, User shall immediately destroy any materials obtained from this Site and all copies thereof, whether made pursuant to the terms of this Agreement or otherwise.

CONFIDENTIALITY

User shall keep in confidence and shall not disclose to any third parties any non-public information that may be disclosed to User in connection with the use of the Site under this Agreement or otherwise. User shall not use the name of ***ADVANCED MYOGRAPHIC TECHNOLOGIES*** or in any publicity release, advertising or otherwise without the prior written approval of ***ADVANCED MYOGRAPHIC TECHNOLOGIES***. *This provision shall survive the termination of this Agreement.*

INDEMNITY

User agrees that it will indemnify, defend and hold harmless *ADVANCED MYOGRAPHIC TECHNOLOGIES*, from and against any and all liabilities, damages, losses, costs, and expenses, including reasonable attorney fees, arising out of, resulting from or in any way related to use by User of the Site or User's breach of this Agreement.

MISCELLANEOUS

Entirety of Agreement. This Agreement represents the entire understanding of the parties and cannot be amended except in writing signed by both parties. All prior discussions, understandings, negotiations, or agreements are merged herein. All prior oral or written agreements between the parties are hereby canceled.

Assignment. This Agreement may not be assigned by User without first obtaining the written approval of *ADVANCED MYOGRAPHIC TECHNOLOGIES*.

Choice of Law and Venue. The laws of the State of Florida will govern the interpretation, validity and effect of this Agreement as such laws are applied to agreements entered into and to be performed entirely within the State of Florida. Unless otherwise agreed in writing by *ADVANCED MYOGRAPHIC TECHNOLOGIES*, User agrees that any legal action resulting from a dispute over this Agreement shall be heard before the Court of, Marion County, Florida, or, if applicable, the United States District Court for the Northern District of Florida. In the event *ADVANCED MYOGRAPHIC TECHNOLOGIES* is the prevailing party in any such litigation it shall be entitled to recover its reasonable costs, including attorney fees, incurred in such litigation.

Divisibility. If any provision of this Agreement is held by any court or arbitrator to be null and void or unenforceable for any reason, such determination shall not affect the remaining portions of this Agreement, which shall remain in full force and effect in accordance with its terms and conditions.

No Waiver. Any waiver of any provision, term or condition of this Agreement shall not be construed or deemed to be a waiver of any other such provision, term or condition of this Agreement, nor a waiver of a subsequent breach or the same provision or condition, unless such waiver is expressed in writing by *ADVANCED MYOGRAPHIC TECHNOLOGIES*.

Survival of Covenants. The covenants and agreements contained in this Agreement are and shall be binding on, and shall inure to the benefit of, the Parties hereto and their officers, directors, shareholders, employees, successors and assigns. Further, all obligations arising prior to the termination or expiration of the Agreement allocating responsibility or liability between *ADVANCED MYOGRAPHIC TECHNOLOGIES* and User shall survive the termination or expiration of this Agreement.

Headings. The paragraph headings set forth herein are for reference only and not to be considered a part of or a term or condition of this Agreement.

Notices. *ADVANCED MYOGRAPHIC TECHNOLOGIES* may provide any notice to you under this Agreement by: (i) sending a message to the email address you provide, or (ii) by posting to the Site. Notices sent by email will be effective when *ADVANCED MYOGRAPHIC TECHNOLOGIES* sends the email and notices *ADVANCED MYOGRAPHIC TECHNOLOGIES* provides by posting will be effective upon posting.

To give *ADVANCED MYOGRAPHIC TECHNOLOGIES* notice under this Agreement, you must contact *ADVANCED MYOGRAPHIC TECHNOLOGIES* as follows: (i) by sending a message to mail@myographytech.com *ADVANCED MYOGRAPHIC TECHNOLOGIES* at [PO Box 1302, Anthony Florida 32617](#). *ADVANCED MYOGRAPHIC TECHNOLOGIES* may update the email address or mailing address for notices to it by posting a notice on the Site. Notices provided by personal delivery will be effective immediately. Notices provided by email or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

CONTACT INFORMATION All feedback, comments, requests for technical support and other communications relating to the Site should be directed to *ADVANCED MYOGRAPHIC TECHNOLOGIES* at webcontact@myographytech.com.