

## VITAL-TRAC™ TERMS AND CONDITIONS

### **PLEASE READ THIS POLICY CAREFULLY BEFORE USING VITAL-TRAC.**

**Last Updated:** May 28, 2025

Vital-Trac is an application developed by Mindset Medical (“we”, “us”, or “our”) to measure your vital signs using the camera on your smartphone, tablet, laptop, or desktop computer (“Device”). Vital-Trac can be configured as a General Wellness application, typically in partnership with a third-party administrator, or be configured for use by your healthcare provider and prescribed to you as a Software as a Medical Device (SaMD). After taking your vitals, Vital-Trac will send your results to your healthcare provider if prescribed as an SaMD or to your third-party administrator’s database if using it for General Wellness. Access to Vital-Trac is through an Internet browser, requires access to your Messaging App, and does not include the transfer or license of any software to you.

**PLEASE READ THE TERMS AND CONDITIONS (“Terms”) CAREFULLY. BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE APP, YOU (“YOU OR “YOUR”) AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS.**

Vital-Trac SaMD is licensed and prescribed by your healthcare provider and not sold to you. Vital-Trac for General Wellness is typically licensed by a third-party administrator for your use. You may use it only as set forth in these Terms.

#### **1. We Do Not Provide Medical Advice**

**VITAL-TRAC SHOULD NOT BE USED DURING A MEDICAL EMERGENCY OR FOR THE DIAGNOSIS OR TREATMENT OF ANY MEDICAL CONDITION. CALL 911 OR YOUR HEALTHCARE PROVIDER FOR ALL MEDICAL EMERGENCIES.** Please consult your doctor or another qualified healthcare provider if you have any questions about your medical condition. Do not ignore or delay obtaining professional medical advice because of information provided through Vital-Trac.

VITAL-TRAC CANNOT AND IS NOT DESIGNED, INTENDED, OR APPROPRIATE FOR REPLACING THE RELATIONSHIP YOU HAVE WITH YOUR HEALTHCARE PROVIDER(S) OR FOR ADDRESSING SERIOUS, EMERGENCY, OR LIFE-THREATENING MEDICAL CONDITIONS AND SHOULD NOT BE USED IN THOSE CIRCUMSTANCES. YOU SHOULD ALWAYS TALK TO YOUR HEALTHCARE PROVIDER(S) FOR DIAGNOSIS AND TREATMENT OF YOUR CONDITIONS.

WE DO NOT RECOMMEND, REFER, ENDORSE, VERIFY, EVALUATE, OR GUARANTEE ANY ADVICE, INFORMATION, TREATMENT, INSTITUTION, PRODUCT, PHYSICIAN, SURGEON, OPINION OR OTHER INFORMATION OR SERVICES PROVIDED BY ANY HEALTHCARE PROFESSIONAL USING VITAL-TRAC, AND NOTHING SHALL BE CONSIDERED AS OUR

REFERRAL, ENDORSEMENT, RECOMMENDATION OR GUARANTEE OF ANY MEDICAL PROFESSIONAL OR COURSE OF TREATMENT.

WE DO NOT WARRANT VALIDITY, ACCURACY, COMPLETENESS, SAFETY, LEGALITY, QUALITY, OR APPLICABILITY OF THE CONTENT OR ANYTHING SAID OR WRITTEN BY ANY HEALTHCARE PROVIDER OR ANY ADVICE PROVIDED. WE WILL NOT BE LIABLE FOR ANY DAMAGES SUSTAINED DUE TO RELIANCE BY YOU ON SUCH INFORMATION OR ADVICE PROVIDED BY ANY HEALTHCARE PROVIDER IN CONNECTION WITH THE USE OF THIS APP. WE ARE NOT LIABLE IN ANY WAY FOR ANY MALPRACTICE OR SUBSTANDARD TREATMENT YOUR PROVIDER MAY PROVIDE. YOU ARE USING THE SERVICES AT YOUR OWN RISK.

## **2. Your Use of Vital-Trac**

You must be at least 22 years old to use Vital-Trac SaMD.

Vital-Trac for General Wellness may be used by a population deemed appropriate by the third-party administrator.

## **3. Device, Browser Access, and Internet Service**

You must have Internet access to use Vital-Trac. You are responsible for the data security of your Device used to operate Vital-Trac by enabling biometric security measures or a passcode on your Device (i.e., Touch ID, Face ID, PIN, or password). You are responsible for safeguarding your Device. You are responsible for using a safe method of Internet services (personal WI-FI not public, your cellular network, and not using Vital-Trac in a public place).

## **4. SMS Text Messaging**

To use the Vital-Trac, you must be capable of receiving a text or SMS message on your Device. Your mobile operator may charge standard and other text messaging fees for messages. Neither we nor mobile network operators shall be liable for delayed or undelivered messages.

Do not respond to text messages with personal health information. Such messages will not reach your healthcare professional or third-party administrator. Call your healthcare professional directly to communicate with them.

## **5. Disclaimer of Warranties**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE USE OF THE APP IS AT YOUR SOLE RISK. VITAL-TRAC IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. MINDSET MEDICAL AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, AND

LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. MINDSET MEDICAL AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, AND LICENSORS MAKE NO WARRANTY THAT (i) THIS APP WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (ii) THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE; (iii) ANY ERRORS IN VITAL-TRAC WILL BE CORRECTED.

#### **6. Indemnification**

You agree to indemnify, defend, and hold harmless Mindset Medical, its clients, its suppliers, their respective affiliates, and all respective employees, officers, directors, agents, servants, shareholders, and representatives of each from any liability, loss, claim, suit, damage, and expense (including reasonable attorneys' fees and expenses) related to (i) Your violation of these Terms and (ii) Your use, or misuse, of Vital-Trac.

#### **7. Force Majeure.**

We shall not be liable for any actions or failure to act due to causes beyond its reasonable control, or due to “acts of God”.

#### **8. Right to Change Terms**

We may amend these Terms at any time. Any changes to these Terms will be effective immediately upon posting of the changed Terms in Vital-Trac or on our website. Any use of Vital-Trac following such changes constitutes your agreement to be bound by the new Terms.

#### **9. Miscellaneous**

Suppose any part of these Terms shall be determined invalid, illegal, or unenforceable by any valid act of any legislature or regulation duly promulgated or declared null and void by any court of competent jurisdiction. In that case, such part shall be reformed, if possible, to conform to the law, and, in any event, the remaining parts of these Terms shall be fully effective and operative insofar as reasonably possible.

#### **10. Contact Information**

Questions or comments regarding these Terms should be directed to Mindset Medical using the following contact information: [vtsupport@mindsetmedical.com](mailto:vtsupport@mindsetmedical.com)