

TERMS AND CONDITIONS

Welcome To On Cure!

These Terms and Conditions ("**Terms and Conditions**") is a legally binding agreement between you, the person or entity that will be utilizing On Cure' website (referenced below as "**You**" or "**Your**"), and On Cure ("**On Cure**" or "**We**"), with respect to On Cure's website or mobile app (the "**Website**").

By using the Website You accept the Terms and Conditions hereof. On Cure reserves the right, in its sole discretion, to modify these Terms and Conditions at any time by posting the modified provisions at <https://www.oncure-app.com>, and You shall be responsible for reviewing and becoming familiar with any such modifications. Please note that any such modifications shall become effective immediately upon posting. **IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS, DO NOT ACCESS AND USE ANY PART OF THE WEBSITE.**

1. ON CURE CONTENT AND LICENSE TO USE THE WEBSITE

- 1.1. On Cure retains all right, title, and interest in and to the Website (including all related intellectual property rights). Subject to these Terms and Conditions, On Cure hereby grants You a limited, personal, non-transferable, non-exclusive, non-assignable, non-sub-licensable license to access and use the Website, provided that You will not alter or modify any part of the Website. Except as expressly provided herein, no other rights or licenses, expressed or implied, are granted to You by On Cure with respect to the Website, including any intellectual property right, whether registered or not.
- 1.2. All photos, texts, scripts, designs, graphics, logos, audios, videos, songs, interactive features, interfaces, software, code, trademarks, service marks, trade names and other content ("**Content**") used, displayed, included, incorporated, uploaded, posted or published by On Cure or other third parties, as part of the Website, are the sole property of On Cure and/or their licensors ("**On Cure Content**"), subject to copyright and other intellectual property rights under applicable laws, and You may not use, download, distribute and/or copy them, in whole or in part, without the prior written permission of On Cure. For the sake of clarity, You may not copy, reproduce, modify, publicly display, publicly perform, publish, distribute sell, license, rent, transfer, reproduce, create derivative works based on, or exploit in any way, On Cure Content or any part thereof.

2. PROHIBITED USE

- 2.1. You hereby undertake that You will not, and will not permit or authorize third parties to use the Website in any way that: (i) advertises transactions offered on other websites; (ii) for any commercial purpose other than for dealing, contracting and fulfillment of Transactions; (iii) is defamatory, abusive, harassing, threatening, racially, or constitute an invasion of a right of privacy of another person, or otherwise offensive, violent, vulgar, obscene, or otherwise harms or can reasonably be expected to harm any person or entity; (iv) is illegal or encourages or advocates illegal activity; (v) post or transmit any communication or solicitation designed or intended to obtain password, account, or private information from any third party; (vi) contain viruses, trojan horse, worm, or any other computer programs designed to interrupt, destroy, or limit the functionality of the Website or any system, computer software, hardware or telecommunications equipment; (vii) create a false identity or impersonate another person; (viii) "stalk" or otherwise harass another or is antisocial, disruptive, or destructive, including "flaming", "spamming", "flooding", "trolling", and "griefing" as those terms are commonly understood and used on the internet; or (ix) violate these Terms and Conditions and any applicable local, state, national or international law or regulation.
- 2.2. In addition, except as expressly authorized herein, You will not, and will not permit or authorize third parties to: (i) take any action intended to circumvent or disable the operation of any security feature or measure of the Website; (ii) publish, distribute, sell, disclose, market, sublicense, rent, lease, display, provide, transfer or make available the Website, or any portion thereof, to any third party; (iii) decompile, reverse engineer, disassemble,

enhance, or otherwise make any attempt to discover the source code of the Website or any part thereof; (iv) modify, reproduce, or create derivative works from the Website or any part thereof; (v) access the Website or On Cure's facilities via automated means, including by crawling, scraping, caching or otherwise (except as may be the result of standard search engine protocols or technologies used by a search engine with our express consent); or (vi) use the Website in any manner that is illegal or not authorized by these Terms and Conditions.

3. **GENERAL TERMS OF USE**

- 3.1. You are responsible for obtaining and maintaining any equipment, hardware, software or ancillary services required to access and use the Website, and for any fees charged by third parties in connection therewith, and On Cure shall have no responsibility or obligation in connection therewith.
- 3.2. If You send On Cure feedbacks or suggestions regarding the Website, You acknowledge that On Cure may use them at its sole discretion, without any obligation to compensate You in any manner for such feedbacks or suggestions.
- 3.3. On Cure may change, suspend or discontinue the Website at any time, including the availability of any feature, content or database, without notice or liability..
- 3.4. It is hereby clarified, that the Website may contain links to other third parties' websites, applications or features, or referrals to certain third parties' products or services that are not owned or controlled by On Cure and that On Cure has no control over them. If You choose to visit such third party's websites, applications or features, or use its products or services, please be aware that such third party's own terms of use and privacy policy will apply and govern Your activities. On Cure does not make any representation or warranty whatsoever regarding such third party's websites, applications, features, services, products or content. On Cure also does not endorse and cannot ensure that You will be satisfied with any content, products or services that You accessed, purchased or download from such other third parties, and is not responsible or liable in any manner for Your interaction with such third parties.

4. **WARRANTY AND DISCLAIMER**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE WEBSITE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS SOLELY WITH YOU. THE WEBSITE ARE SUPPLIED "AS IS", AND WITHOUT WARRANTY OF ANY KIND. ON CURE DOES NOT WARRANT THAT THE USE OF THE WEBSITE WILL BE UNINTERRUPTED, ERROR-FREE OR WILL MEET YOUR SPECIFIC REQUIREMENTS. ON CURE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE WEBSITE, THE CONTENT AND YOUR USE THEREOF, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AVAILABILITY, SECURITY, COMPATIBILITY, NON-INFRINGEMENT OR COMPLETENESS OF RESPONSES, RESULTS AND LACK OF NEGLIGENCE.

5. **LIMITATION OF LIABILITY**

IN NO EVENT SHALL ON CURE, ITS SHAREHOLDERS, DIRECTORS, OFFICERS OR EMPLOYEES, BE LIABLE FOR ANY PERSONAL INJURY, OR ANY SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING LABOR COSTS, LOSS OF DATA, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF BUSINESS INFORMATION, OR LOSS OF USE OR OTHER PECUNIARY LOSS, IN CONNECTION WITH OR ARISING OUT OF THESE TERMS AND CONDITIONS, THE WEBSITE, ANY TRANSACTION, OR YOUR USE OF OR INABILITY TO USE THE WEBSITE, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, REGARDLESS OF WHETHER ON CURE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE SHALL THE AGGREGATE LIABILITY OF ON CURE AND ITS SHAREHOLDERS, DIRECTORS, OFFICERS AND EMPLOYEES UNDER THESE

TERMS AND CONDITIONS OR ARISING OUT OF OR OTHERWISE RELATED TO YOUR USE OF THE WEBSITE EXCEED ONE HUNDRED US DOLLARS.

WITHOUT DEROGATING FROM THE FOREGOING, ON CURE ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS, WEBSITE AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (III) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICE AND/OR WEBSITE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE AND/OR WEBSITE THROUGH THE ACTIONS OF ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE.

6. **INDEMNIFICATION.**

Upon its first demand, You will indemnify and hold On Cure, its shareholders, directors, officers and employees, harmless from any claim, liability, cost, loss, damage and expense (including reasonable legal fees) caused due to Your access and use of the Website in violation of these Terms and Conditions or in violation or infringement of any rights (including, without limitation, privacy right, copyright, or other intellectual property rights) of any third party.

7. **MISCELLANEOUS**

- 7.1. These Terms and Conditions and its performance shall be governed exclusively by the laws of the State of Texas, without regard to conflict of laws' provisions that would result in the application of the laws of any other jurisdiction. The parties hereto submit the exclusive jurisdiction to the courts of Collin county, Texas.
- 7.2. These Terms and Conditions and Privacy Policy constitute the entire agreement between You and On Cure with respect to the use of the Website, and supersede all prior or contemporaneous understandings regarding such subject matter.
- 7.3. On Cure reserves the right to update these Terms and Conditions from time to time, with or without notice. If so, On Cure will post its updated Terms and Conditions on the Website. Your continued use of our services will be subject to the then-current Terms and Conditions. If any modification is unacceptable to You, You may cease using the Website. If You do not cease using the Website, You will be deemed to have accepted those modifications.
- 7.4. On Cure may assign at any time any of its rights and/or obligations hereunder to any third party without Your consent.
- 7.5. These Terms and Conditions will also govern any future upgrades or updates or new releases provided by On Cure in connection with the Website, unless any such upgrades or updates are accompanied by a separate license, in which case the terms of that separate license will govern.
- 7.6. In the event that a court of competent jurisdiction finds any provision of these Terms and Conditions to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect.
- 7.7. The failure of On Cure to enforce any right or provision in these Terms and Conditions will not constitute a waiver of such right or provision unless acknowledged and agreed by On Cure in writing.
- 7.8. If You have any questions or queries about these Terms and Conditions or our services in general, please do not hesitate to contact us via e-mail at: hadaskg@oncure-app.com.