



("EULA")

PLEASE READ THIS EULA CAREFULLY BEFORE DOWNLOADING, INSTALLING, OR OTHERWISE USING AN APP. PERFECT PRACTICE AGREES TO LICENSE THE APP TO YOU ON THE TERMS AND CONDITIONS HEREIN PROVIDED THAT YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN. ACCORDINGLY, BY DOWNLOADING, INSTALLING, OR OTHERWISE USING AN APP (OR BY CLICKING ON A BUTTON SUCH AS "ACCEPT" OR "AGREE"), YOU ARE ACKNOWLEDGING THE WARNINGS CONTAINED HEREIN AND AGREEING TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS CONTAINED IN THIS EULA. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA, YOU MAY NOT DOWNLOAD, INSTALL OR OTHERWISE USE THE APP.

WARNING: The APP is designed for informational purposes only. The APP, any supplementary information provided by Perfect Practice in connection with the APP, and any accessories or equipment used with the APP are not medical devices and do not constitute or purport to provide medical advice. Improper use of the APP may result in reduced performance or even injury. The information provided in or by an APP is designed to supplement the advice and counsel of your personal trainer, health care provider or other health professional, and Perfect Practice recommends that the APP be used only under the supervision of a qualified medical or training professional. The APP's functionality is dependent upon the location, assembly, and position of the compatible sensor (the "SENSOR"), and the APP will not provide accurate readings or information if the SENSOR is not configured properly and snugly affixed to the body in the appropriate location and orientation. The APP will not function appropriately unless your SENSOR and APP settings are appropriately configured. When using the APP, your SENSOR will be affixed to your body, and your body may be in motion; your SENSOR could be damaged by sweat, excessive shuddering, or collision—including by reason of the failure of any article used to affix the device to your body. You should not drive or use dangerous or sensitive machinery while using the APP. Use of the APP may create Content that, when stored on your device, computer, or on any Perfect Practice cloud-based storage system ("CoreX Cloud"), in each case stored with other of your information, could become sensitive health information regulated by the Health Insurance Portability and Accountability Act of 1996, the regulations promulgated thereunder by the U.S. Department of Health and Human Services, the Health Information Technology for Economic and Clinical Health Act of 2009, California Health and Safety Code §1280.15, California Civil Code §§1798.82 and 1798.29, and other applicable laws and regulations (Collectively "Healthcare Privacy Regulations"). If someone other than you is using the APP, you may be subject to such Healthcare Privacy Regulations. If you have elected to use CoreX Cloud, you may personally be subject Healthcare Privacy Regulations to the extent that the data stored on such CoreX Cloud also contains the personal information of any individuals. The following describes the legal agreement between you and Perfect Practice regarding the use and storage of an APP.

1. DEFINITIONS. The following terms used in this EULA have the meanings set forth below:
 - a. "Content", as used in this EULA, means all, and each part, of the information included with, embodied in or created by the APP (whether by download, through the functionality of the APP, or maintained as electronically stored information). The Content may include one or more of the following: literary works, text, pictorial and graphical works, photographs, audio visual works, button icons, logos, streaming data, animation, images, compilations, or any other software files (in object

code or source code format).

b. “Electronically stored information”, as used in this EULA, means information that is stored in any electronically readable form, including magnetically stored information, information stored on solid state devices and information stored on optically readable media. Electronically stored information includes, without limitation, information stored on CD, DVD, diskette, hard disk, flash drives, memory cards, or other devices.

c. “Websites” and “website pages”, as used in this EULA, refers to any and all websites and website pages published or maintained by Perfect Practice. These include but are not limited to pages within the PerfectPracticeUSA.com and CoreXTherapy.com domains.

2. LICENSE

a. License. Subject to your acceptance of this EULA, and subject to the terms and conditions of this EULA, Perfect Practice hereby grants you a limited, non-transferable, non-assignable, worldwide, non-exclusive right to use the APP and the Content solely for your own use. You may: (1) install the APP onto a single mobile device; (2) access the Content stored on such device; and (3) store or synchronize the Content onto one or more of your computers, laptops, or other similar electronic devices that are principally used by you (hereinafter, the “License”). The rights granted hereunder constitute a license, not a sale, of the applicable APP and Content.

b. Restrictions on Use of APP and Content. You agree that, without the express written consent of Perfect Practice, you will not, nor will you authorize or permit others to: (1) sell, rent, lease, license, sublicense, transfer, distribute, re-transmit, time-share, use or make available on a service bureau, or otherwise assign to any third party the APP or Content or any of your rights to use the APP or Content; (2) modify the APP or Content or create any derivative works based on the APP or Content; (3) reverse engineer, decompile or disassemble the software or hardware elements of the APP or SENSOR or Content, if any, or otherwise attempt to discover the source code of the software elements of the APP or Content; (4) circumvent any encryption or other security tools used anywhere in the APP or Content, or on Perfect Practice’s websites; (5) allow others to use the APP; or (6) use the APP or Content in connection with any commercial purposes.

c. Ownership. As between or among the parties, the APP and SENSOR and Content and all patents, copyrights, trademarks, service marks, know-how, trade secrets and any other proprietary rights therein or thereto, are the sole and exclusive property of Perfect Practice (or Perfect Practice’s licensors), and you gain no right, title or interest in or to the APP or SENSOR or Content by virtue of this EULA or otherwise, except the License granted expressly above.

d. Remedy for Breach of License. Violation of the licensing provisions of this Section by you (or by any third party to whom you have properly or improperly provided access to the Content) shall constitute a material breach of this EULA, and shall cause this EULA, and the License granted hereunder to immediately and automatically terminate without notice. In addition to all other rights and remedies available to Perfect Practice, at law or in equity, and notwithstanding anything to the contrary in this EULA, Perfect Practice shall be entitled to seek injunctive relief from a court of competent jurisdiction to avoid continued infringement of its intellectual property rights, including copyright. PERFECT PRACTICE, IF IT PREVAILS, SHALL HAVE THE RIGHT TO RECOVER FROM YOU ITS ATTORNEY FEES AND OTHER COSTS ARISING FROM YOUR INFRINGEMENT (REGARDLESS OF WHETHER SUCH INFRINGEMENT IS WILLFUL) OF PERFECT PRACTICE’S INTELLECTUAL PROPERTY RIGHTS, INCLUDING COPYRIGHT.

3. COREX CLOUD SERVICES. If you have elected to purchase subscription based CoreX Cloud Services, the following terms and conditions apply:

a. Perfect Practice is the provider of the CoreX Cloud Services, which permits you to utilize certain Internet services to store data on a Perfect Practice CoreX Cloud Server, including storing your personal content (such as CoreX data) and making it accessible on your compatible devices and computers in connection with your use of the APP, only under the terms and conditions set forth in

this Agreement. You may opt out of sharing any data or Content with Perfect Practice at any time by canceling the CoreX Cloud Services.

b. CoreX Cloud Services are available to individuals aged 13 years or older. If you are 13 or older but under the age of majority in your country of residence, you must review this Agreement with your parent or guardian to make sure that you and your parent or guardian understand it.

c. To use the CoreX Cloud Services, you cannot be a person barred from receiving the CoreX Cloud Services under the laws of the United States or other applicable jurisdictions, including the country in which you reside or from where you use the CoreX Cloud Services. By accepting this Agreement, you represent that you understand and agree to the foregoing.

d. Use of the CoreX Cloud Services requires compatible devices, Internet access (data charges may apply), and certain software—including the APP (fees may apply); may require periodic updates; and may be affected by the performance of these factors. Perfect Practice reserves the right to limit the number of accounts that may be created from a device and the number of devices associated with an account. High-speed Internet access is strongly recommended for use. The latest version of required software is recommended to access the CoreX Cloud Services and may be required for certain transactions or features. You agree that meeting these requirements, which may change from time to time, is your responsibility.

e. Perfect Practice reserves the right to modify or terminate the CoreX Cloud Services (or any part thereof), either temporarily or permanently. Perfect Practice may post on our websites and/or will send an email to the primary address associated with your Account to provide notice of any material changes to the CoreX Cloud Services. It is your responsibility to check your CoreX Cloud Services email address and/or primary email address registered with Perfect Practice for any such notices. You agree that Perfect Practice shall not be liable to you or any third party for any modification or cessation of the CoreX Cloud Services. If you have paid to use the Service and we terminate it or materially downgrade its functionality, we will provide you with a pro rata refund of any pre-payment.

f. As a registered user of the CoreX Cloud Services, you may establish an account. Don't reveal your account information to anyone else. You are solely responsible for maintaining the confidentiality and security of your account and for all activities that occur on or through your account, and you agree to immediately notify Perfect Practice of any security breach of your account. You further acknowledge and agree that the CoreX Cloud Services are designed and intended for personal use on an individual basis and you should not share your account and/or password details with another individual. Perfect Practice shall not be responsible for any losses arising out of the unauthorized use of your account resulting from you not following these rules. In the event that you forget your CoreX Cloud Services account password, a reset code may be sent to the email address with which you registered for the CoreX Cloud Services.

g. You agree that your account is non-transferable and that any rights any Content within your account terminates upon your death.

h. You are responsible for backing up, to your own computer or other device, any important documents, images, data or other Content that you store or access via the CoreX Cloud Services. Perfect Practice shall use reasonable skill and due care in providing the CoreX Cloud Services, but Perfect Practice does not guarantee or warrant that any Content you may store or access through the CoreX Cloud Services will not be subject to inadvertent damage, corruption or loss. Moreover, should your subscription for the CoreX Cloud Services be terminated or lapse for any reason, Perfect Practice may automatically delete all Content stored by you using the CoreX Cloud Services.

i. Perfect Practice reserves the right to take steps Perfect Practice believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You acknowledge and agree that Perfect Practice may, without liability to you, access, use, preserve and/or disclose your account information and Content to law enforcement authorities, government officials, and/or a third party, as Perfect Practice believes is reasonably necessary or appropriate, if

legally required to do so or if we have a good faith belief that such access, use, disclosure, or preservation is reasonably necessary to: (a) comply with legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Perfect Practice, its users, a third party, or the public as required or permitted by law.

j. **CoreX Cloud Services FEES & TAXES:**

i. Your monthly or annual subscription fee will automatically charge the payment method associated with your account upon the date any such payment is due. In the event no payment is so charged, you are responsible for making such payment to Perfect Practice notwithstanding the failure of the payment to be charged automatically. Perfect Practice may continue to charge your account for all fees or charges associated with your account as such become due until you change or cancel your subscription.

ii. **Taxes.** All fees and other charges do not include any federal, state, or local sales, use, value-added, property, excise, withholding or other taxes, customs or duties now or hereafter levied which shall be for your account. Any taxes or amounts in lieu thereof paid or payable by PERFECT PRACTICE in respect of any such taxes on such fees or charges (excepting only taxes on net income) shall be added to your obligations as an additional charge, which shall be due within thirty (30) days after invoice therefore.

iii. All fees and charges paid by you in relation to the CoreX Cloud Services are nonrefundable, except as required by law or as otherwise stated herein. You may contact Perfect Practice for a full refund within 15 days of an initial purchase or within 45 days of a subsequent payment.

k. Perfect Practice explicitly disclaims any service-level warranties relating to the CoreX Cloud Services, and Perfect Practice makes no “up-time” commitments with respect to the availability of the CoreX Cloud Services.

4. **APP FEES & TAXES**

a. **Fees.** If you are downloading the APP, you agree to pay Perfect Practice the then-current fees required for the download, as provided as part of the download or installation process. All payments shall be in United States Dollars. If you are installing the APP or downloading Content from media upon which it is electronically stored, you represent and warrant that the purchase price has been paid for the APP prior to your installation.

b. **Taxes.** All fees and other charges set forth in the download and installation process do not include any federal, state, or local sales, use, value-added, property, excise, withholding or other taxes, customs or duties now or hereafter levied which shall be for your account. Any taxes or amounts in lieu thereof paid or payable by PERFECT PRACTICE in respect of any such taxes on such fees or charges (excepting only taxes on net income) shall be added to your obligations as an additional charge, which shall be due within thirty (30) days after invoice therefore.

5. **ASSUMPTION OF RISK, LIMITED WARRANTY, NO OTHER REPRESENTATIONS OR WARRANTIES**

a. **YOU EXPRESSLY AGREE THAT YOUR USE OF THE APP, COREX CLOUD SERVICES, AND CONTENT IS AT YOUR DISCRETION AND AT YOUR OWN AND SOLE RISK. IN NO EVENT WILL PERFECT PRACTICE BE LIABLE IN RESPECT OF ANY CLAIM, LOSS, OR DAMAGE ARISING FROM OR RELATING TO ANY OF THE WARNINGS PROVIDED IN THIS EULA. AS BETWEEN YOU AND PERFECT PRACTICE, YOU ASSUME ALL RESPONSIBILITY FOR THE USE OF THE APP, COREX CLOUD SERVICES, OR THE CONTENT BY ANY OTHER PERSON, AND IF ANOTHER PERSON IS USING THE APP, COREX CLOUD SERVICES, OR THE CONTENT WITH YOUR PERMISSION OR UNDER YOUR DIRECTION, YOU EXPRESSLY AGREE TO INDEMNIFY PERFECT PRACTICE FOR ALL ADVERSE CONSEQUENCES RELATING TO SUCH USE.**

b. Perfect Practice provides the following limited warranty: the APP will be free from defects in material and workmanship for a period of thirty days (30) from your date of purchase. Perfect

Practice's entire obligation, and your exclusive remedy, for breach of the foregoing warranty is as follows: if you notify Perfect Practice during the warranty period of the defect and provide proof of purchase showing the date and amount of your purchase, Perfect Practice shall, at Perfect Practice's sole option, replace the APP with one that is not defective or refund to you the amount you paid for the APP. EXCEPT AS STATED ABOVE, THE CONTENT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. PERFECT PRACTICE MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE AVAILABILITY OF THE CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES PERFECT PRACTICE MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF THE CONTENT. PERFECT PRACTICE MAKES NO REPRESENTATIONS ABOUT THE RESULTS TO BE OBTAINED FROM USING THE APP, THE PERFECT PRACTICE WEBSITES, OR THE CONTENT. PERFECT PRACTICE MAKES NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED FROM OR THROUGH ANY THIRD PARTY AND IS NOT RESPONSIBLE FOR ANY USE OF CONFIDENTIAL OR PRIVATE INFORMATION BY THIRD PARTIES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

c. Your remedies under this EULA are exclusive, and are limited to those expressly provided for herein.

6. INDEMNITY

a. You agree to indemnify Perfect Practice against any and all claims, liabilities, and costs, including attorneys' fees reasonably incurred, in connection with the alleged or actual: (i) material breach of this EULA by you; or (ii) breach of your warranties or representations herein. Perfect Practice shall promptly notify you in writing of any such claim or suit, and cooperate fully (at your expense) in the defense of such claim or suit. Perfect Practice may participate in the defense of such claim or defense at its own expense.

b. You agree to indemnify Perfect Practice against any and all claims, liabilities, and costs, including attorneys' fees reasonably incurred, relating to, arising from, or in connection with the use of the APP, CoreX Cloud Services, or Content by or for the benefit of any other person.

c. You agree to indemnify Perfect Practice against any and all claims, liabilities, and costs, including attorneys' fees reasonably incurred, relating to, arising from, or in connection with the use of the APP and CoreX Cloud Services except in accordance with any instructions, updates, or recommendations provided by Perfect Practice—including any recommendations relating to the device or APP settings, the device location and orientation, the consult of a training or medical professional, and the selection and use of any accessories or complimentary equipment.

7. LIMITATION OF LIABILITY

a. IN NO EVENT SHALL PERFECT PRACTICE (OR ITS LICENSORS) BE LIABLE TO YOU, OR ANY OTHER THIRD PARTY, IN EXCESS OF THE PRICE BY YOU PAID FOR YOUR LICENSE AND THE COREX CLOUD SERVICES. IN NO EVENT SHALL PERFECT PRACTICE (OR ITS LICENSORS) BE LIABLE TO ANY PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS OR GOODWILL, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF PERFECT PRACTICE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THESE LIMITATIONS, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

b. YOU EXPRESSLY AGREE THAT PERFECT PRACTICE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY THEORY FOR ANY LOSS OR DAMAGE TO YOUR

COMPUTER SYSTEM, HANDHELD DEVICE OR ANY OTHER STORAGE/PLAYBACK DEVICE USED BY YOU TO STORE, USE OR DISPLAY THE APP OR THE CONTENT. YOU AGREE THAT YOU SHALL BE SOLELY RESPONSIBLE FOR ANY SUCH LOSS OR DAMAGE. YOU FURTHER UNDERSTAND AND AGREE THAT PERFECT PRACTICE SHALL NOT BE LIABLE UNDER ANY THEORY FOR ANY LOSS OR DAMAGE TO ANY DATA ON YOUR PERSONAL COMPUTER, HANDHELD DEVICE OR ANY OTHER STORAGE/PLAYBACK DEVICE USED BY YOU TO STORE, USE, OR DISPLAY THE APP OR CONTENT WHICH DAMAGE OR LOSS RESULTS FROM THE DOWNLOAD OF THE APP OR CONTENT. YOU AGREE THAT YOU SHALL BE SOLELY RESPONSIBLE FOR ANY SUCH LOSS OR DAMAGE.

c. PERFECT PRACTICE EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR ANY INJURY YOU SUFFER AS A RESULT OF USING THE APP, COREX CLOUD SERVICES, OR CONTENT. BY ACCEPTING THE TERMS OF THIS EULA, YOU EXPRESSLY AGREE TO ASSUME ALL RISKS ASSOCIATED WITH AND WHICH MAY ARISE FROM YOUR USE OF THE CONTENT.

8. TERM AND TERMINATION

a. Term. The term of this EULA shall begin on the date that you first download/install the APP and shall continue in effect until such time as either party terminates the EULA, with or without cause. Perfect Practice reserves the right to change or discontinue at any time any aspect or feature of the Perfect Practice websites, APP support, or the Content.

b. Effect of Termination. Upon termination of this EULA for any reason, (1) all licenses granted to you hereunder shall terminate immediately, (2) you shall erase and destroy all copies of the APP and the Content (including, without limitation deleting the Content from any cached files on the hard drive of your computer and device); and (3) you shall immediately cease and desist from accessing the APP and the Content.

c. Survival. The parties' rights and obligations under Sections 2(b), 2(c), 2(d), 3, 4, 5, 6, 7, and 8 shall survive any expiration or earlier termination of this EULA.

9. MISCELLANEOUS

a. Governing Law. This EULA and all matters arising out of or otherwise relating to this EULA shall be governed by the laws of the State of Ohio, excluding its conflict of law provisions. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this EULA. The parties hereby submit to the personal jurisdiction of the state and federal courts in the state of Ohio. Exclusive venue for any litigation permitted under this EULA shall be with the state and federal courts located in the county of Franklin, state of Ohio.

b. Rights to Injunctive Relief. Both parties acknowledge that remedies at law may be inadequate to provide an aggrieved party with full compensation in the event of the other party's breach of Section 2, and that an aggrieved party shall be entitled to seek injunctive relief from a court of competent jurisdiction in the event of any such breach. Such injunction shall be in addition to, and not in lieu of other remedies available at law or in equity. Each party expressly agrees that it shall not seek bond in connection with the issuance of any such injunction.

c. Assignment. The rights and liabilities of the parties hereto will bind and inure to the benefit of their respective assignees, successors, executors, and administrators, as the case may be. Neither this EULA nor any rights granted hereunder may be sold, leased, assigned or otherwise transferred, in whole or in part by you.

d. Severability. If for any reason a court of competent jurisdiction or arbitrator finds any provision of this EULA or any portion thereof, to be unenforceable, that provision will be enforced to the maximum extent permissible and the remainder of this EULA will continue in full force and effect.

e. No Waiver. Failure by either party to enforce any provision of this EULA will not be deemed a waiver of future enforcement of that or any other provision, and no waiver of one breach will

constitute a waiver of subsequent breaches of the same or of a different nature.

f. Complete Agreement. This EULA constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment to or modification of this EULA will be binding unless in writing and signed by a duly authorized representative of both parties.

g. Headings. Section and subsection headings of this EULA are inserted for convenience only and shall not be deemed to constitute a part hereof nor to affect the meaning thereof.

h. Force Majeure. Perfect Practice shall not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond its reasonable control, including but not limited to: acts of God; war, riot, embargoes, acts of civil or military authority, or terrorism; fire, flood, earthquakes, hurricanes, tropical storms or other natural disasters; fiber cuts; strikes, or shortages in transportation, facilities, fuel, energy, labor or materials; failure of the telecommunications or information services infrastructure; hacking, SPAM, or any failure of a computer, server or software, for so long as such event continues to delay Perfect Practice's performance.

i. Transmission of Data. You acknowledge that if you are accessing, downloading, or uploading data across various media, information may be transmitted over local exchange, inter-exchange and Internet backbone carrier lines and through routers, switches and other devices owned, maintained and serviced by third party local exchange and long distance carriers, utilities, Internet service providers and others, all of which are beyond the control and jurisdiction of Perfect Practice and their suppliers. Accordingly, Perfect Practice assumes no liability for or relating to the delay, failure, interruption or corruption of any data or other information transmitted in connection with use of Perfect Practice's websites.

j. Contact Information. All questions, complaints or claims with respect to the App should be directed to Perfect Practice, Inc., 1421 Castleton Rd N, Columbus, Ohio, USA, at support@perfectpracticeusa.com.

k. Rights. All information provided by the APP, Perfect Practice on its website pages and in the Content is owned by or licensed to Perfect Practice except where noted. Perfect Practice and its licensors retain all proprietary rights to the information contained on its website pages to the fullest extent of their rights. The information contained on Perfect Practice's website pages may not be downloaded or reproduced except for use by Perfect Practice's customers as part of their activity in licensing, using or evaluating the purchase of APP. You acknowledge that any health or exercise related information on Perfect Practice's websites is general in nature and may not apply to you. You represent and warrant that you will not rely upon any health or exercise related information on Perfect Practice's website pages, and that you will consult, as appropriate, with your trainer or health care provider in connection with your health and exercise routines.

l. Updates and Health. Users of Perfect Practice's websites and/or APPs are advised that health advice is often subject to updating and refining due to medical research and developments. Perfect Practice attempts to update its website pages frequently. However, no assurance can be given that the Content will include or reflect the most recent findings or developments with respect to the particular material. You should consult with your health care provider with any questions or concerns you may have regarding any health condition that you may have.

m. Health Warranty. You represent and warrant that prior to use of an APP, you will consult with your training and/or health care professional, and that your health care professional has agreed that you are in sufficient health and have no disability, impairment, injury disease or ailment that would prevent you from engaging in the use of the APP. You further represent and warrant that you will not use the APP without the supervision of a qualified training or health care professional.

n. Export Controls. You represent and warrant that you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist

supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

NOTICE: You hereby acknowledge that this EULA is between you and Perfect Practice, and Apple assumes no responsibility hereunder with respect to the matters contained herein. Any claims arising under this EULA or relating to the App shall be settled among you and Perfect Practice, and Apple shall not be made a party to any actions arising hereunder. This EULA shall not be interpreted to provide you with rights that are more advantageous to you than the “Usage Rules” set forth for “Licensed Applications” in, or otherwise be in conflict with, the App Store Terms of Service as of the Effective Date (which you acknowledge you have had the opportunity to review). Without limiting the foregoing, non-transferable license to use the App granted hereby is only valid on any iPhone or iPod touch or other Apple approved device that the end-user owns or controls and as permitted by the Usage Rules set forth in the App Store Terms of Service. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App, and any such maintenance and support, if otherwise applicable, shall be the sole responsibility of Perfect Practice in accordance with the terms of the EULA. In the event of any failure of the App to conform to any applicable warranty, the end-user may notify Apple, and Apple may refund the purchase price for the App to that end-user; and that, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be handled by Perfect Practice in accordance with the terms of this EULA. Apple shall not be liable for any claims of the end-user or any third party relating to the App or the end-user’s possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, and the terms of this EULA shall not be interpreted to limit Perfect Practice’s liability for such claims beyond the extent allowable by law. Apple shall not be liable for any claims that the App or use of the App infringes on the intellectual property rights of any third party, nor shall Apple be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim, and Perfect Practice shall be responsible for the same (but only to the extent otherwise provided for in this EULA). You and Perfect Practice acknowledge and agree that Apple, and Apple’s subsidiaries, are third party beneficiaries of the EULA, and that, upon the your acceptance of the terms and conditions of the EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce the EULA against the you as a third party beneficiary thereof.