

Quittercheck

Terms of Service

Effective Date: January 19, 2021

This Terms of Service is a contract entered into by and between You (“**you**” or “**User**”) and Quit Therapeutics Inc. (“**Quittercheck**,” “**We**,” or “**us**”) and our affiliates, to the extent expressly stated. These terms and conditions (together with our Privacy Policy, expressly incorporated herein, the “**Terms of Service**” or “**Terms**”) govern your access to and use of www.quittercheck.com (the “**Website**”), our mobile application (“**App**”) and any content, functionality, and services (collectively with the Website and App, our “**Services**”) offered on or through the Website, whether as a guest or registered user.

Please read the Terms of Service carefully before you start to use the Website or access our Services. By using our Website or Services, you accept and agree to be bound and abide by these Terms. If you do not agree to these Terms of Service you must not access our Website, App or use our Services.

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1. AGE RESTRICTIONS

The Services are intended for users 18 and older. By accessing or using the Services, You represent and warrant that you are at least eighteen (18) years old and that you possess the legal right and ability to enter into this Terms of Service and to use the Services in accordance with these Terms.

2. CHANGES TO TERMS OF SERVICE

We may revise and update these Terms of Service from time to time in our sole discretion by posting a revised version on the Website and within the App. All changes are effective immediately when we post them. Quittercheck may provide reasonable notice of any material changes, determined at our sole discretion, by e-mailing our registered users. Any revisions to the Terms of Service will take effect on the noted Effective Date, located at the top of these Terms.

You understand that your continued use of the Services following the Effective Date, means that you accept and agree to be bound by these Terms of Service. If you do not accept the Terms of Service in its entirety, you must not access or use the Website, App or any other features of our Services after the Effective Date.

3. ABOUT QUITTERCHECK

Qittercheck provides our Services to help members of the public to quit smoking. We are proud to provide our platform, products, information and resources to help you achieve your goals.

Please note that our Services are not offered as medical advice. Any content, products and features accessed through our Services is for informational purposes only. Please consult your doctor or other qualified health care provider for any medical advice or treatment. Individuals who use Quittercheck are solely responsible for evaluating and determining the suitability of any information or product obtained through the Service.

4. USER ACCOUNTS

You may register for a user account (“**Account**”) on the Website or App. Registered users will be able to access the full array of features found on our Services. In order to register an Account, you will be asked to provide registration information, including your full name and email address, when signing up for an Account. You are responsible for maintaining the confidentiality of your Account information, including your password. You agree that you are solely responsible for any and all losses incurred by us or any other user or visitor to the Services due to someone else using your Account as a result of your failing to keep your account information secure and confidential. It is a condition of your use of the Services that all the information you provide on your Account will be correct, current, and complete.

5. PROHIBITED USES

You may use our Services only for lawful purposes and in accordance with these Terms of Service. You agree not to use the Services:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors or other users in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with these Terms of Service.

- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate Quittercheck, a Quittercheck employee, another user, or any other person or entity (including, without limitation, by using email addresses or account names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm Quittercheck or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Services in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Services, including their ability to engage in real time activities through the Website or App.
- Use any robot, spider, or other automatic device, process, or means to access the Services for any purpose, including monitoring or copying any of the material on the Website or App.
- Use any manual process to monitor or copy any of the material on the Services, or for any other purpose not expressly authorized in these Terms of Service, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website or App, including any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Services, the server on which the Service is stored, or any server, computer, or database connected to the Services.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website or App.

6. TERMS OF SERVICE VIOLATIONS AND TERMINATION

We may suspend or terminate your Account or ability to access or use the Services at any time, for any or no reason, including for violations of these Terms, at our sole discretion, and without notice or liability of any kind. You agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to us, for which monetary damages would be inadequate; and you consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate in such circumstances. These remedies are in addition to any other remedies we may have at law or in equity.

You may terminate these Terms at any time and for any reason by deleting your Account and discontinuing your use of all Services. You may delete your Account by accessing your Account settings on the Services or by contacting us at: support@quittercheck.com. You acknowledge and agree that even if you discontinue your Account, we may continue to display any content that you have provided on the Services.

7. INTELLECTUAL PROPERTY RIGHTS

The Service and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Quittercheck, its licensors, or other providers of such

material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Service permit you to use the Services for your personal, non-commercial use only. You must not access or use for any commercial purposes any part of the Services or the materials available through the Services. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website or App except as permitted by this Terms of Service. Except as specifically provided herein, You may not: (i) distribute or make the App available over a network where it could be used by multiple devices at the same time; (ii) copy the App; (iii) modify, adapt, translate, reverse engineer, make alterations, decompile, disassemble or make derivative works based on the App, except as otherwise permitted by law; or (iv) rent, loan, sub-license, lease, distribute or attempt to grant other rights to the App to third parties.

The Quittercheck name, logo, trademarks and all related names, logos, product and service names, designs, and slogans are trademarks of Quittercheck or its affiliates or licensors. You must not use such marks without the prior written permission of Quittercheck. All other names, logos, product and service names, designs, and slogans on this Service are the trademarks of their respective owners.

8. SUBSCRIPTION PLANS

We offer several subscription plans of varying lengths for a fee (“**Plan**”). You may choose between a 1 week, 1 month, 3 month, 5 month, or 7 month plan. “Month” in each plan means 4 weeks or 28 days. When you sign up for a plan, you will pay a one-time subscription plan fee at checkout. Your subscription plan fee includes saliva nicotine testing kits which detect the metabolite cotinine to verify your commitment to non-smoking (“**Test**”) as well as one practice or backup Test. You have the option to add additional test days and additional backup tests. Additionally, you may also choose to pledge an amount of your choosing, as an accountability method (“**Pledge**”). A minimum of \$10 is required for 1,3,5, and 7 month plans.

You may cancel a Plan at any time. Please note that Quittercheck does not offer refunds of any kind upon cancellation and you will be charged for the full amount of the chosen subscription plan.

When you select a Plan, order additional Tests, or make a Pledge we will also collect payment information, such as credit card, billing address and other financial account information. In order to use these features, users must provide account information for at least one valid Payment Method, such as your credit card information.

You hereby authorize Quittercheck, as applicable, to run credit card authorizations on all credit cards provided by you, to store credit card and banking or other financial details as your method of payment consistent with our **Privacy Policy**, to electronically credit your designated bank account via ACH for payment of covered claims, and to charge your credit card (or any other Payment Method) for applicable fees, including taxes and service charges, and any other amounts owed under the Terms of Service. To the extent permitted by applicable law and subject to our Privacy Policy, you acknowledge and agree that we may use certain third-party vendors and service providers to process payments and manage your Payment Method information.

You may update your Payment Method by accessing your Account settings on the App or Website. You are solely responsible for maintaining the accuracy of your Payment Method information. We are not responsible for any failure to process your Payment Method due to inaccurate Account information. You must notify us immediately of any errors or discrepancies in your Payment

Method information.

By providing Payment Method information through the Service and authorizing payments with the Payment Method, You represent, warrant, and covenant that: (a) You are legally authorized to provide such information; (b) You are legally authorized to make payments using the Payment Method(s); (c) if You are an employee or agent of a company or person that owns the Payment Method, that User is authorized by the company or person to use the Payment Method to make payments on Quittercheck; and (d) such actions do not violate the terms and conditions applicable to User's use of such Payment Method(s) or applicable law. When a User authorizes a payment using a Payment Method via the App or Website, User represents and warrants that there are sufficient funds or credit available to complete the payment using the designated Payment Method.

Because the use of any Payment Method may be limited by applicable law or by written agreement with your financial institution, Quittercheck is not liable to any User if Quittercheck does not complete a transaction as a result of any such limit, or if a financial institution fails to honor any credit or debit to or from an account associated with such Payment Method. Quittercheck will make commercially reasonable efforts to work with any such affected Users to resolve such transactions in a manner consistent with these Terms.

9. TESTS

As a part of your subscription plan, you must submit a Test at random intervals throughout a given week at a frequency determined by your specific Plan. Your Test submissions are subject to a review process in which Quittercheck will determine, in its sole discretion, whether your Test has passed or failed. If Quittercheck determines a test as passed or failed, this does not qualify as a diagnosis. We determine that a test is passed or failed by looking at the lines seen on the tests as printed on the test cube. If you have successfully passed all of your Tests in your Plan, you will receive your Pledge amount back, in full. If you fail any Test, you agree and acknowledge that you will forfeit your Pledge amount based on a percentage of loss set for each plan. All of the forfeited amount will be donated to charity minus a 5% administrative fee. 50% of the remaining amount donated to charity will be a registered non-profit of the user's choice. The other 50% will go to a not yet established Quittercheck affiliated non-profit to help low-income users afford Quittercheck plans and other outreach efforts to prevent nicotine addiction.

For example, if you choose a 1 month Plan with an initial Pledge amount of \$100, and you fail a Test within the applicable time period, the initial Pledge amount of \$100 will be forfeited and distributed as follows:

- \$5 will be used towards administrative fees to help operate, run, and improve Quittercheck;
- \$45 will go to a registered non-profit of your choice ; and,
- \$45 will go to a Quittercheck affiliated non-profit.

10. THIRD-PARTY CONTENT, ADVERTISEMENTS AND PROMOTIONS

The Services may contain links to third-party websites, products, or services, which may be posted by advertisers, our affiliates, our partners, or other users ("**Third-Party Content**"). Third-Party Content is not under our control, and we are not responsible for any of their websites, products, or services. Your use of Third-Party Content is at your own risk and you should make any investigation you feel necessary before proceeding with any transaction in connection with such Third-Party Content.

The Services may also contain sponsored Third-Party Content or advertisements. The type, degree, and targeting of advertisements are subject to change, and you acknowledge and agree that we may

place advertisements in connection with the display of any content or information on the Services, including your user contributions.

11. WARRANTY DISCLAIMER

WE PROVIDE THIS SERVICE AND ITS CONTENT "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, OR STATUTORY. WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE DO NOT REPRESENT OR WARRANT THAT THIS SERVICE WILL BE ACCESSIBLE WITHOUT INTERRUPTION OR THAT THE SERVICES, ANY CONTENT FROM THE SERVICES, OR THE SERVER THAT MAKES THE SERVICES AVAILABLE ARE FREE FROM ERRORS, DEFECTS, DESIGN FLAWS, OMISSIONS, VIRUSES, OR OTHER HARMFUL COMPONENTS. YOUR USE OF THIS SERVICES IS AT YOUR OWN RISK. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, IN WHICH CASE PORTIONS OF THIS DISCLAIMER MAY NOT APPLY TO YOU.

YOU EXPRESSLY AGREE THAT QUITTERCHECK IS NOT PROVIDING MEDICAL ADVICE VIA THE SERVICE. THE CONTENT PROVIDED THROUGH THE SERVICE, INCLUDING ALL TEXT, PHOTOGRAPHS, IMAGES, ILLUSTRATIONS, GRAPHICS, AUDIO, VIDEO, AND OTHER MATERIALS, WHETHER PROVIDED BY US, OTHER USERS OF THE SERVICE, OR THIRD PARTIES IS NOT INTENDED TO BE AND SHOULD NOT BE USED IN PLACE OF (A) THE ADVICE OF YOUR PHYSICIAN OR OTHER MEDICAL PROFESSIONALS, (B) A VISIT, CALL OR CONSULTATION WITH YOUR PHYSICIAN OR OTHER MEDICAL PROFESSIONALS, OR (C) INFORMATION CONTAINED ON OR IN ANY PRODUCT PACKAGING OR LABEL. INFORMATION PROVIDED THROUGH THE SERVICE MAY NOT APPLY TO YOUR UNIQUE MEDICAL CONDITION. WE ARE NOT RESPONSIBLE FOR THE ACCURACY, RELIABILITY, EFFECTIVENESS OR CORRECT USE OF INFORMATION YOU RECEIVE THROUGH THE SERVICE. IF YOU RELY ON ANY SUCH INFORMATION YOU DO SO AT YOUR OWN RISK. IF YOU HAVE ANY HEALTH-RELATED QUESTIONS, PLEASE CALL OR SEE YOUR PHYSICIAN OR OTHER HEALTHCARE PROVIDER PROMPTLY. IF YOU HAVE AN EMERGENCY, CALL 911 IMMEDIATELY. YOU SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING MEDICAL ADVICE BECAUSE OF ANY CONTENT ASSOCIATED WITH THE SERVICE, AND YOU SHOULD NOT USE THE SERVICE OR ANY CONTENT ASSOCIATED WITH THE SERVICE FOR DIAGNOSING OR TREATING A HEALTH PROBLEM. THE TRANSMISSION AND RECEIPT OF CONTENT ASSOCIATED WITH THE SERVICE, IN WHOLE OR IN PART, OR COMMUNICATION WITH US VIA THE INTERNET, EMAIL OR BY OTHER MEANS DOES NOT CONSTITUTE OR CREATE A DOCTOR-PATIENT OR OTHER HEALTHCARE PROFESSIONAL RELATIONSHIP BETWEEN YOU AND QUITTERCHECK.

YOU EXPRESSLY AGREE THAT YOUR ACTIVITIES WHICH GENERATE THE CONTENT YOU POST OR SEEK TO POST USING THE SERVICE MAY CARRY CERTAIN INHERENT AND SIGNIFICANT RISKS OF PROPERTY DAMAGE, BODILY INJURY OR DEATH AND THAT YOU VOLUNTARILY ASSUME ALL KNOWN AND UNKNOWN RISKS ASSOCIATED WITH THESE ACTIVITIES, EVEN IF CAUSED IN WHOLE OR PART BY THE ACTION, INACTION OR NEGLIGENCE OF QUITTERCHECK OR BY THE ACTION, INACTION OR NEGLIGENCE OF OTHERS. YOU ALSO EXPRESSLY AGREE THAT QUITTERCHECK DOES NOT ASSUME RESPONSIBILITY FOR THE INSPECTION,

SUPERVISION, OR CONDUCT OF ANY ACTIVITY OR EVENT THAT OCCURS IN CONNECTION WITH THE SERVICE.

12. LIMITATION OF LIABILITY

IN NO EVENT WILL WE BE LIABLE, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE, OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY, OR OTHER THEORY, TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES), ARISING OUT OF OR IN CONNECTION WITH ANY USE OF, THE INABILITY TO USE, OR THE RESULTS OF USE OF THE SERVICES, INCLUDING THE MOBILE APPLICATION, WEBSITE OR ITS CONTENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN WHICH CASE PORTIONS OF THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT WILL WE BE LIABLE OR RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THIS WEBSITE, INCLUDING, WITHOUT LIMITATION, ERRORS IN PRICING OR AVAILABILITY OF SERVICES AND PRODUCTS, OR DAMAGES THAT MAY RESULT FROM MISREPRESENTATION OF AGE BY A USER OF THE SERVICES.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL QUITTERCHECK BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID QUITTERCHECK IN THE 180 DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM.

13. INDEMNIFICATION

You agree to indemnify and hold Quittercheck, its parents, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each of them harmless, including costs, liabilities and legal fees, from any claim or demand made by any third party due to or arising out of (i) your access to or use of the Services, (ii) any violation of these Terms of Service (including negligent or wrongful conduct) by you, or (iii) the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. In states where the law does not recognize a cap on liability and/or indemnity obligations, you agree to hold harmless Quittercheck and be fully responsible for any loss, liability and/or legal fees that arise from the violation of the Terms of Service herein.

14. GOVERNING LAW

These Terms of Service and any claim arising out of these Terms will be governed by and construed in accordance with the laws of the State of Pennsylvania.

15. SURVIVAL

After this Terms of Service terminates, the terms of this agreement that expressly or by their nature contemplate performance after termination or expiration will survive and continue in full force and effect. Without limiting any other provisions of the Terms of Service, the termination of these Terms for any reason will not release you from any obligations incurred prior to termination of the Terms or that thereafter may accrue in respect of any act or omission prior to such termination.

16. ASSIGNABILITY

You may not assign the Terms of Service, or any of its rights or obligations hereunder, without

Quittercheck's prior written consent in the form of a written instrument signed by a duly authorized representative of Quittercheck. Quittercheck may freely assign this Terms of Service without User's consent. Any attempted assignment or transfer in violation of this subsection will be null and void. Subject to the foregoing restrictions, the Terms of Service are binding upon and will inure to the benefit of the successors, heirs, and permitted assigns of the parties.

17. WAIVER AND SEVERABILITY

No waiver by Quittercheck of any term or condition set out in these Terms of Service shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Quittercheck to assert a right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

If any provision of these Terms of Service is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Service will continue in full force and effect.

18. ACCESS OF THE SITE OUTSIDE THE UNITED STATES

Given the global nature of the Internet, you agree to comply with all local rules, including, without limitation, rules about the Internet, data, email, privacy, copyright and trademark infringement. Additionally, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

In order to access or use the Services, you must and hereby represent that you are not: (a) a citizen or resident of a geographic area in which access to or use of the Services is prohibited by applicable law, decree, regulation, treaty, or administrative act; (b) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other sovereign country sanctions or embargoes; or (c) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce Denied Persons or Entity List, the U.S. Department of Treasury Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State Debarred Parties List or otherwise ineligible to receive items subject to U.S. export control laws and regulations or other economic sanction rules of any sovereign nation. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Services and your license to use the Services will be immediately revoked.

19. CONSENT TO USE ELECTRONIC RECORDS

In connection with the Terms of Service, you may be entitled to receive certain records from Quittercheck or our Affiliates, such as contracts, notices, and communications, in writing. To facilitate your use of the Services, you give us permission to provide these records to you electronically instead of in paper form.

20. ENTIRE AGREEMENT

This Terms of Service, constitute the sole and entire agreement between you and Quittercheck and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, to the extent they relate in any way to the Services.

21. CONTACT US

If you have any questions about these Terms, please contact us at support@quittercheck.com.