

TERMS OF USE

Welcome to Behavidence, the application that assesses your Mental Health Similarity Score (“MHSS”) based on your digital behavior (“Application”). The Application was developed and is operated by Behavidence Inc. (“Behavidence”, or “we”, “us”, “our”).

These Terms of Use (“Terms”) form a binding agreement between you and Behavidence, and they govern your use of the Application.

By registering to the Application or using it, you indicate that you accept and agree to these Terms and the Privacy Policy that is an integral part of them. If you do not agree to these Terms in their entirety, you must cease your use of the Application.

KEY PROVISIONS OF THE TERMS OF USE

The following key points are provided for your reading convenience, but do not substitute the full Terms that are provided thereafter.

- Subject to these Terms, we give you a limited license to use the Application through your mobile device.
- THE APPLICATION IS NOT AND SHOULD NOT BE REGARDED AS A SUBSTITUTE FOR PSYCHOLOGICAL, PSYCHIATRIC, MEDICAL OR OTHER PROFESSIONAL ADVICE, GUIDANCE, COUNSELING OR TREATMENT. ALWAYS SEEK THE ADVICE OF A QUALIFIED PROFESSIONAL. IN CASE OF A MEDICAL EMERGENCY CALL YOUR LOCAL EMERGENCY DISPATCH CENTER.
- When you use the Application, you must comply with our instructions, adhere to any applicable law and refrain from using the Application in a manner prohibited by these Terms.
- We respect your privacy. Here is a link to our Privacy Policy <https://www.behavidence.com/privacy-mobile>.
- We own all rights, title and interest in and to the Application. We do not own your MHSS feedback and journal entries, but by agreeing to these Terms you grant us a license to use them.
- We may take measures to block your access to and your use of the Application, if we, in our discretion, determine that you’ve violated these Terms or misused the Application. We may also, at our discretion, suspend or terminate the operation of the Application, at any time.
- You assume full and exclusive responsibility for your use of the Application. We and our staff will not be liable for any direct or indirect damage suffered by you or anyone acting on your behalf, arising from or related to the Application or your use of it.
- Your use of the Application is subject to the terms and conditions that govern the application marketplace from which you downloaded the Application. Operators of the applications marketplaces are beneficiaries of these Terms and may enforce them against you.
- These Terms are governed by the laws of Israel and are subject to the jurisdiction of Israeli court.
- We may occasionally amend these Terms. Your continued use of the Application indicates your consent to the amended terms.

ABOUT THE APPLICATION

Behavidence was founded to help people with the management, monitoring and therapy of mental health conditions. The Application tracks your digital behavior and assesses its similarity to the behaviors of those diagnosed with depression, anxiety or ADHD/ADD.

In order to use the Application, you must register. Upon registration (by email or through your Google or

Facebook account), you will be asked to provide your gender, year of birth, and existing diagnosis of depression, anxiety or ADHD/ADD. Once registered, our system will assign a unique ID to your account, such that your email address or name can no longer be linked to the information we collect regarding your use of your mobile device and applications.

If you download and use the Application as part of your participation in an external research, that is not conducted by us, you will be required to enter the research code given to you by your research conductor, through the Application menu.

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USE OF THE APPLICATION

Subject to these Terms, we grant you a non-exclusive, limited, revocable, non-transferrable, non-sublicensable, unassignable license to download, install and use the Application on your smartphone, free of charge. You may not use the Application for commercial or business purposes or for any purpose not explicitly permitted by these Terms.

Use of the Application requires Internet connectivity on your device. You will bear the costs of such Internet connection, in accordance with your subscription plan with your mobile operator.

For accurate and effective assessment of your MHSS, we will request permission to access the following components on your device: internal log data (applications usage log), device's internal storage, system clock, accelerometer, gyroscope, lights sensor, and touch screen. Please note that it may take us up to 48 hours to calculate your first MHSS.

RESTRICTIONS

You may not, in any way, use the Application if you are under 13.

When using the Application, you must comply with these Terms and adhere to any applicable law. In addition, you may not –

- Attempt to circumvent, bypass or deactivate security or protection measures of the Application;
- Use the Application in order to develop or create a product or application similar to, or competing with, the Application or us;
- Attempt to compromise information security in the Application or in any network or server used by us, attempt to uncover information security vulnerabilities, or attempt to engage in any form of probing, scanning, crawling, robotic navigating or hacking of the Application or our systems;
- Attempt to register to the Application, access the Application, download any information or use any information on the Application, in an automated or mechanized process, or use the Application in any way other than for personal use of the registered user;
- Attempt to activate or access features or capabilities that are undocumented, not ordinarily accessible or deactivated in the Application;
- Attempt to engage in reverse-engineering, disassembling or decompiling of the Application;
- Use the Application in any manner that may give rise to a criminal offense, civil tort, infringement or violation of the rights of any third party;
- Attempt to burden or interfere with the operation of our systems related to the operation of the Application;
- Attempt to integrate the Application in any application, web page, or any other way;
- Use the Application for or in connection with any action that may encourage or constitute threat,

harassment or fraud;

We may take measures to temporarily block your access to the Application or permanently delete your account, without prior notice, if we, in our sole discretion, believe that you violated these Terms or have misused the Application.

PRIVACY

We respect your privacy. To better understand how we collect and use your information for the purpose of providing you with our services, please read our Privacy Policy <https://www.behavidence.com/privacy-mobile> which is an integral part of these Terms.

INTELLECTUAL PROPERTY

All rights, title and interest in and to the Application, including all content therein and all patents, copyrights, trademarks, trade secrets and other intellectual property rights and any goodwill associated therewith, embodied therein or utilized by us in the operation of the Application, whether such rights are registered or not, are the exclusive property of Behavidence and its licensors. This includes our databases and the Application's design, graphics, computer code, algorithms and "look and feel".

Other than as expressly permitted in these Terms, you may not, either by yourself or by a third party on your behalf, copy, distribute, display or perform publicly, sublicense, decompile, disassemble, reduce to human readable form, execute publicly, make available to the public, adapt, make commercial use of, process, compile, translate, sell, lend, rent, reverse engineer, combine with other software, modify or create derivative works of, the Application or any part thereof, in any way or by any means.

You may not use any name, mark or logo that is similar to our marks and logos. You must refrain from any action or omission that may dilute or damage our goodwill.

By submitting feedback on your MHSS or by entering a journal entry (together, the "User Entries"), you grant us an irrevocable, perpetual, world-wide, royalty-free, sub-licensable and assignable license to copy and use your User Entries, in anonymized and aggregated form, to train our models and enhance our Application's capabilities. Your User Entries will not, in any way, be available to other registered users.

AVAILABILITY, CHANGES TO APPLICATION AND DISCONTINUATION

We will make efforts to have the Application available and operate without errors, on a 24/7 basis. However, the availability, quality and functionality of the Application depends on various factors, including software and hardware components and communication networks, which are provided by third parties, at their responsibility. These factors are not fault-free, and we do not warrant that the Application will operate without disruption, errors or interruptions, or that it will be accessible, or available at all times or immune from errors, glitches or unauthorized access.

You may contact us for technical support, and we will make efforts to respond to your inquiry. However, we do not guarantee that your inquiry will be addressed or resolved in a given time-frame or at all.

We may, at any time and without prior notice, change the layout, design, scope, features or availability of the Application, all without prior notice. Such changes, by their nature, may cause inconvenience or even malfunctions. You will not have any plea, claim or demand against us, our directors, shareholders, employees, agents, subcontractors, or others acting on our behalf (collectively, our "Staff"), regarding such changes, updates or malfunctions occurred in connection therewith.

In addition, we may, at any time, in our sole discretion, without prior notice, and without liability to you:

- Suspend the operation of the Application, in whole or in part, for all users or for certain users, for periodic maintenance or similar purposes;
- Discontinue or terminate the operation of the Application, or any part thereof, temporarily or

permanently, for all users or for certain users;

- Block, in whole or in part, your access to or use of the Application.

DISCLAIMERS AND LIMITATION OF LIABILITY

THE APPLICATION IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. IT CANNOT BE TAILORED TO THE INDIVIDUAL REQUIREMENTS OR DESIRES OF A USER. YOU WILL NOT HAVE ANY PLEA, CLAIM OR DEMAND AGAINST US OR OUR STAFF REGARDING THE APPLICATION, INCLUDING ITS FEATURES, THE CONTENT INCLUDED THEREIN, OR ITS CAPABILITIES, LIMITATIONS AND SUITABILITY TO YOUR NEEDS. YOU AGREE AND ACKNOWLEDGE THAT THE USE OF THE APPLICATION IS ENTIRELY, OR AT THE MAXIMUM PERMITTED BY THE APPLICABLE LAW, AT YOUR OWN RISK.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR STAFF, SHALL NOT BE LIABLE, FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, INCIDENTAL OR CONSEQUENTIAL DAMAGE, OR ANY SIMILAR DAMAGE OR LOSS (INCLUDING LOSS OF PROFIT AND LOSS OF DATA), COSTS, EXPENSES AND PAYMENTS, EITHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR IN ANY OTHER FORM OR THEORY OF LIABILITY, ARISING FROM, OR IN CONNECTION WITH THE APPLICATION, ITS USE, OR RELIANCE THEREON. WE AND OUR STAFF WILL NOT BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS RESULTING FROM OR IN CONNECTION WITH ANY LOSS OF DATA OR COMMUNICATION PROBLEM RESULTING IN WHOLE OR IN PART FROM A MALFUNCTION IN THE APPLICATION OR IN OUR COMPUTER SYSTEMS OR OF OTHERS ACTING ON OUR BEHALF.

TERMINATION OF THESE TERMS

You may terminate these Terms at any time by permanently ceasing use of the Application.

We may terminate these Terms at any time by providing an appropriate message through the Application, by blocking your use of the Application or through any other manner contemplated by these Terms. In such cases, you must permanently cease any further use of the Application.

Provisions in these Terms that by their nature should survive termination or expiration of these Terms, will so survive and remain in full force and effect following such termination or expiration, including, without limitation, the following sections: Privacy, Intellectual Property, Disclaimers, Governing Law and Jurisdiction.

INDEMNIFICATION

To the maximum extent permitted by law, you will indemnify, defend and hold harmless, us and our Staff, at your own expense and immediately after receiving a written notice thereof, from and against any damages, losses, costs and expenses, including reasonable attorney’s fees and legal expenses, resulting from any plea, claim, allegation or demand, arising from or in connection with your breach of the Terms.

APPLICATION MARKETPLACE

Your use of the Application is subject to additional third-party terms and conditions that govern the application marketplace from which you downloaded the Application, such as Google Play Store (“Stores”). Google and others (“Stores Operators”) are not responsible for providing you with the Application or any maintenance or support services with respect to it.

You and Behavidence agree and acknowledge as follows:

- These Terms are concluded between yourself and us, and not the Stores Operators. The Stores Operators are not responsible for the Application. In the event of a conflict between these Terms and the Stores’ terms of service, the Stores’ terms of service shall prevail solely with respect to the conflicting provisions.

- The license granted to you in the Application is a limited, non-transferable license to use the Application on any Stores Operators' branded products that you own or control, as permitted by the Store Operators' terms of service.
- Stores Operators have no obligation to furnish any maintenance and support services with respect to the Application.
- To the maximum extent permitted by applicable law, the Stores Operators will have no warranty obligation whatsoever with respect to the Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, will not be at the Stores Operators' responsibility.
- The Stores Operators are not responsible for addressing any claims by you or any third party relating to the Application or your possession and/or use of the Application, including (i) product liability claims, (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement, and (iii) claims arising from consumer protection or similar legislation.
- In the event of any third party claims that the Application or your possession and use of the Application infringes that third party's IP Rights, the Stores Operators will not be responsible for the investigation, defense, settlement and discharge of any such infringement claim.
- You must comply with applicable third-party terms when using the Application (e.g., you must not be in violation of your wireless data services agreement when you use the Application).
- The Stores Operators and their subsidiaries are third party beneficiaries of these Terms. Upon Your acceptance of these Terms, the Stores Operators will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof. You represent and warrant that (i) 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.

GOVERNING LAW AND JURISDICTION

Regardless of your place of residence or where you access or use the Application from, these Terms and your use of the Application will be exclusively governed by and construed in accordance with the laws of the state of New York, excluding any otherwise applicable rules of conflict of laws, which would result in the application of the laws of a jurisdiction other than this of the state of New York.

Any dispute, controversy or claim which may arise out of or in connection with these Terms or the Application, shall be submitted to the sole and exclusive jurisdiction and venue of the competent courts located in New York City, New York.

Notwithstanding the foregoing, we may lodge a claim against you pursuant to the indemnification clause above, in any court adjudicating a third party claims against us.

GENERAL

Whenever used in these Terms, the terms "Including" or "Such as", whether capitalized or not, mean without limitation to the preceding phrase. All examples and e.g. notations are illustrative, not exhaustive.

These Terms do not create any agency, partnership, employment, trustee, or other type of legal relationship between you and Behavidence, other than that of two independent contractual parties.

You may not assign or transfer your rights and obligations under these Terms without our prior written consent. Any attempted or actual assignment by you, without our prior consent, shall be null and void. Notwithstanding anything to the contrary under law, we may assign to a third party these Terms in their entirety, including all rights, duties, liabilities and obligations therein, upon notice to you and without obtaining your further specific consent, upon a merger, acquisition, change of control or the sale of all or substantially all of our equity or assets relating to these Terms. By virtue of such assignment, the assignee

assumes our stead, including all rights, duties, liabilities and obligations, and we are irrevocably released from the same.

These Terms constitute the entire agreement between you and Behaviorance concerning the subject matter herein and supersedes all prior and contemporaneous negotiations and oral representations, agreements and statements.

Failure on our part to demand performance of any provision in these Terms shall not constitute a waiver of any of our rights under the Terms.

These Terms may only be modified by written amendment duly executed by us. No waiver, concession, extension, representation, alteration, addition or derogation from the Terms, or pursuant to the Terms, will be effective unless consented to explicitly and executed in writing by our authorized representative.

If any provision of these Terms is held illegal, invalid, or unenforceable by a competent court or arbitration tribunal, then that provision shall be performed and enforced to the maximum extent permissible by law to reflect, as closely as possible, the original intention of that provision, and the remaining provisions of these Terms shall remain in full force and effect.

CHANGES TO THESE TERMS

We may change these Terms, in whole or in part, at our own discretion and at any time, and will provide you a notification thereof through the Application. Your continued use of the Application after being informed of the changes to these Terms indicates your consent to them. If you do not consent to the amended Terms, you must permanently cease use of the Application. The latest version of the Terms and its effective date will always be accessible through the Application.

CONTACT US

For any questions or inquiries, you may contact us at health@behaviorance.com.

Effective Date: August 22, 2021