

TERMS OF SERVICE OF AETHER MOBILE APPLICATION

1. PURPOSE OF THE TERMS OF SERVICE

- 1.1. These Terms set forth the conditions for the use of Aether Mobile Application (the "**App**") which is a property of **Aether Biomedical sp. z o.o.**, as well as the rights and obligations of the Users of the App.
- 1.2. The App constitutes a personalized tool for operating and calibrating the product named "Zeus" bionic hand prosthesis, (the "**Product**") and is available with all its functionalities exclusively to users of the Product. The application also allows Users to contact our Partners.
- 1.3. The use of the tools available in the App is possible after creation of an individual user account ("**User Account**"), download the App to the user's Mobile Device and log in to the App.
- 1.4. Using the App is only possible on condition that the User accepts these Terms and use of the App is considered as acceptance of these Terms.
- 1.5. The provisions contained in these Terms constitute regulations for the provision of services by electronic means within the meaning of Article 8(1)(1) of the Act of 18 July 2002 on electronic services by Aether Biomedical.

2. DEFINITIONS

- 2.1. For the purposes of these Terms, the following capitalized terms shall be defined as follows.
 - (a) **Aether Biomedical** - Aether Biomedical spółka z ograniczoną odpowiedzialnością with its registered seat in Poznań, at ul. Mostowa 11, 61-854 Poznań, Poland, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court Poznań - Nowe Miasto and Wilda in Poznań, VIII Commercial Division of the National Court Register under KRS number 0000755184, REGON 381661137, NIP 7831791083.
 - (b) **Agreement** - has the meaning given in section 6.1.
 - (c) **Support Ticket System** - a structured system within the App that allows Users to submit requests for technical support, service inquiries, or troubleshooting, which are processed by Partners in an asynchronous manner.
 - (d) **Civil Code** - the Polish Act of 23 April 1964 – the Civil Code.
 - (e) **Consumer** - a natural person performing a legal action with an entrepreneur that is not related to its economic or professional activity.
 - (f) **Input Data** - the input data uploaded by the User to the App, collected through the connection to the Product, including but not limited to data about the Users of the Products, Products etc.
 - (g) **Login** – individual and unique e-mail address that is your unique identifier when using the App.
 - (h) **Mobile Device** - a mobile device that has access to the Internet to download and install the App.
 - (i) **Partner** – a representative of a business partner of Aether Biomedical, who is a Clinician with access to the Patient's documentation, who also has the authorization to create User Accounts for Users in the App.

- (j) **Partner's Services** - services of the Partner consisting of: a) collecting data about the work of the Product, provided through the App, b) contact with User via the App and a dedicated platform for Partners, c) calibration of the Product and ongoing support in its use by the Partner d) sending tasks for Users to perform.
- (k) **User** – a user of the App, whose User Account was created by the Partner, being a user of the Product.
- (l) **Password** - the User's password, used in conjunction with the Login, to gain access to the App, specified by the User and assigned to the User. The password can be changed in the User Account.
- (m) **Privacy Policy** – the privacy policy of Aether Biomedical for the App available at <https://aetherbiomedical.com/mobile-app-privacy-policy> which explains how Aether Biomedical collects and process personal data. Privacy Policy, together with these Terms, govern the use of the App and is incorporated herein by reference.
- (n) **Product** - Aether Biomedical's product named "Zeus" bionic hand prosthesis.
- (o) **Service(s)** - access to and use of the App under these Terms, and access to and use of the services and functionalities available in the App, including but not limited to Product configurator, complaints reporting system, inbox, and Support Ticket System.
- (p) **Terms** - these Terms of Service of Aether Mobile App.
- (q) **User Account** - an individual User's account that enables to use the App.

3. GENERAL RULES ON THE USE OF THE APP

- 3.1. The access to the User Account and Services offered on the App is granted only to the Users whose User Account has been registered in a manner indicated in the Terms and who have accepted this Terms.
- 3.2. Aether Biomedical reserves the right to limit the access to certain Services offered through the App to Users who do not meet a condition specified by Aether Biomedical and for violators of the following Terms.
- 3.3. When using the App, User must comply with these Terms, all applicable laws, as well as the Privacy Policy, and any other documentation, guidelines, or policies that Aether Biomedical makes av Partner's Services
- 3.4. Within the App, in order to use the Partner's Services, the User may also contact the Partner in matters related to the Product usage.
- 3.5. The App offers the User the following forms of contact with Partners:
 - (a) by sending a message via the App;
 - (b) by providing a record of the Product data with the User's consent for review by the Partner;
 - (c) via the Support Ticket System, where Users can submit requests for assistance, which are then reviewed and addressed by their assigned Clinician.
- 3.6. As part of the contact with the Partner, the Partner use an external platform available to only the Partners, through which the Partner collects patient technical data acquired in connection with the use of the Product.
- 3.7. Aether Biomedical is not responsible for the quality of the Partner's Services, and to the extent that the User is not satisfied with the Partner's Services, the User should contact the Partner directly. Aether Biomedical notes, however, that in the event that a complaint

regarding the Partner's Services is directed to Aether Biomedical, Aether Biomedical will attempt to assist in resolving the User's issues, but notes that Aether Biomedical is not the proper party to resolve the dispute.

- 3.8. The App supports biometric authentication (fingerprint scanning, FaceID) as an alternative to password-based login. Biometric data is stored locally on the User's device.
- 3.9. Users can now manually activate firmware updates for their Product through the App. Firmware updates can be accessed and managed via the settings panel within the App.

4. TECHNICAL REQUIREMENTS

- 4.1. The use of the App is possible using any mobile device with access to the Internet and a web browser, the type and version of which are compatible with the web browsers for which the App has been adapted.
- 4.2. Aether Digital Platform Mobile must be accessed via iOS (iOS 13 or higher) or Android (Android 7.0 or higher) and requires bluetooth and internet connection
- 4.3. Full use of the App is possible after downloading, installing the App on the Mobile Device, and granting necessary background processing permissions. The App may continue to operate in the background to ensure real-time data synchronization and firmware updates..
- 4.4. App does not guarantee the proper functioning if the User uses Mobile Device and software that does not meet the technical requirements set forth in the Terms.
- 4.5. The proper functioning of the App may be interrupted by maintenance activities.
- 4.6. The data entered into the App is protected by a secure, encrypted connection using HTTPS and using SSL data encryption. Aether Biomedical assumes no responsibility for any malfunction in the transmission of or access to data outside of Aether Biomedical's control (e.g. due to maintenance times or in case of malfunctions attributable to the provider of storage capacity, the internet provider, the network provider, etc.).
- 4.7. The App is intended only for patients using Products.

5. CREATING AN ACCOUNT

- 5.1. The User's Account may be created in the App only by the Partner after the purchase of the Product. The User's Account provides the User with individual access to the App.
- 5.2. In order to use the User's Account, the User logs in using the login and password that will be given to the User by the Partner during the registration of the User's Account related to the purchase of the Product.
- 5.3. After installing the App on the Mobile Device, the User may log in to the User Account using the data provided by the Partner. After that, User can change the password.

6. AGREEMENT FOR THE PROVISION OF SERVICES BY ELECTRONIC MEANS

- 6.1. From the moment of installing and after first logging in the App on the Mobile Device, the User is bound with Aether Biomedical by an agreement for the provision of services by electronic means, pursuant to which Aether Biomedical grants the User the right to use of the App on User's Mobile Device (the "**Agreement**"). This Agreement is concluded for an indefinite period of time.
- 6.2. The use of the App is free of charge for an indefinite period of time only if the following conditions are fulfilled: (1) User is the owner of the Product (2) there is no breach of these Terms by the User. Aether Biomedical, by amending these Terms in accordance with

section 18.2, is entitled at any time to introduce fees for the use of the App or particular features of the App.

- 6.3. Aether Biomedical is entitled to verify the fulfilment of the abovementioned conditions by the User. Aether Biomedical may block the User and suspend the access to the App and/or to the Service(s) for such User, if Aether Biomedical will have reasonable grounds to believe that any condition indicated in section 6.2 has not been fulfilled or is no longer fulfilled by the User. Aether Biomedical will notify the User about such determination and blocking the User Account(s).

7. DATA STORAGE

- 7.1. The storage and automatic background transmission of User's data is a prerequisite for the use of the App. The User hereby grants to Aether Biomedical the perpetual, non-exclusive right, unrestricted as to place and content, to such data (including the right to modify and reproduce them), to:
 - (a) enable real-time background synchronization of calibration data, Product usage data (grabs, mode changes);
 - (b) analyze and enhance the services provided;
 - (c) develop further Product and Services.

The automatic data transmission process runs in the background to ensure seamless connectivity with the User's Product and to maintain device performance.

8. RIGHTS AND OBLIGATIONS OF USERS

- 8.1. The User is obliged to keep the log-in data provided by Aether Biomedical confidential from unauthorized third parties and to keep it secure from access by unauthorized third parties, thus making it impossible for third parties to abuse the data in order to gain access. The personal Password must be changed in regular intervals. As soon as the User has any indication that a third party may have gained unauthorized access to, or may have misused, the user and access rights, the User is obliged to inform Aether Biomedical thereof without delay via info@aetherbiomedical.com.
- 8.2. The User must not use improperly, or allow any improper use, of the App; in particular, the User must not transmit any illegal content. The User shall refrain from any attempt, including through unauthorized third parties, of unauthorized retrieval of information or data or from interfering with software run by Aether Biomedical or from intruding into data networks of Aether Biomedical without authorization.
- 8.3. User is responsible for making sure that is fully authorized to use the Input Data and upload it to the App, and that the Input Data submitted by the User to the App do not contain any information protected by the confidentiality obligations, including trade secrets of third parties.
- 8.4. In particular the User may not:
 - (a) use the App in a way that infringes, misappropriates or violates any third party rights;
 - (b) modify, copy, sublicense, lease, sell, or distribute the App, in whole or in part, or use it in a manner other than that specified by these Terms, without the written consent of Aether Biomedical;
 - (c) attempt to or assist anyone to reverse engineer, decompile or discover the source code or underlying components of the App, including models, algorithms, or systems (except to the extent this restriction is prohibited by applicable law);

- (d) interfere with or disrupt the App.
 - (e) use the App to develop products and/or services that compete with the App.
- 8.5. The User may, at any time and without giving any reason, stop using the App. Discontinuation of use of the Service does not automatically delete the User's Account.
- 8.6. If the User resigns to use the App, the Product could be deprived of the functionality available only through the App.
- 8.7. **INDEMNIFICATION.** User agrees to indemnify Aether Biomedical for any foreseeable direct loss, damage and reasonable costs (including reasonable attorney's fees and costs) incurred by Aether Biomedical in connection with: (1) any breach by such User of any of the provisions of these Terms (including any additional terms and conditions of Aether Biomedical incorporated herein); (2) anything published or otherwise made available by such User, including entered in the App; (3) any activity in which such User engages in or through the App and (4) any violation of any law or the rights of a third party by such User. The User will indemnify Aether Biomedical for any violations of any local regulations related to the use and entry of Input Data the platform, to the fullest extent possible.
- 8.8. Aether Biomedical also declares that it is not an entity performing medical activity within the meaning of the Act of April 15, 2011 on medical activity.

9. RIGHTS AND OBLIGATIONS OF AETHER BIOMEDICAL

- 9.1. Aether Biomedical shall not be liable for any malfunction in the transmission of or access to the App and/or improper performance of Service due to:
- (a) failure of User to fulfil the technical requirements necessary to use the App, as referred to in section 3 above;
 - (b) action of third parties;
 - (c) circumstances beyond Aether Biomedical's control.
- 9.2. Aether Biomedical shall have the right to temporarily suspend the access to the App and/or the provision of Service preserving the data on the server.
- 9.3. Aether Biomedical shall not be responsible for any incorrect operation of the App if it results from improper use of the App by the User. Aether Biomedical shall have the right to suspend or limit the access to the App and/or to the Service(s) to a particular User if such User uses the App in a manner inconsistent with these Terms.
- 9.4. User agrees and accepts that Aether Biomedical has no responsibility to review any Input Data and that Aether Biomedical is not required to exercise any control or judgement of such Input Data submitted by the User to the App.
- 9.5. Aether Biomedical may use the Input Data to provide, maintain, develop, and improve the Service, in particular to comply with applicable law, enforce Aether Biomedical's terms and policies, and keep the Service safe.
- 9.6. The available App features may include services and performance of third parties ("**External Providers**") which Aether Biomedical solely provides access or establishes contact to. The use of such services – which are marked as performances or services of third parties – shall be governed with precedence by the special contractual terms of the respective External Provider, which Aether Biomedical and/or the External Provider will point out to the User.
- 9.7. In matters related to technical support, you can contact the Partner, who will provide the necessary information.

9.8. Aether Biomedical shall have no obligation to offer support services to User(s), and nothing contained herein shall be interpreted so as to require Aether Biomedical to provide any developer support, maintenance, installation services, debugging, consultation, technical support or end-user support of any kind.

10. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

- 10.1. Aether Biomedical will not be liable under any circumstances for indirect, incidental, consequential, special, or exemplary damages, including damages for loss of profits, goodwill, use, or data or other losses, even if Aether Biomedical has been advised of the possibility of such damages. The maximum aggregate liability of Aether Biomedical under these Terms and under the Agreement, including damage caused to the User in connection with the use of the App, will not exceed one hundred US dollars (\$100). The limitations in this section apply only to the maximum extent permitted by applicable law.
- 10.2. Some countries and states do not allow the disclaimer of certain warranties or the limitation of certain damages, so some or all of the terms set forth in section 10.1 above may not apply to the User, and User may have additional rights. In that case, these Terms only limit the User's responsibilities to the maximum extent permissible in its country of residence.
- 10.3. The App and Services are provided on an "as is" and "as available" basis. To the maximum extent permitted by applicable law and subject to any non-exclusive rights and remedies the User may have under applicable law, Aether Biomedical, its licensors, and suppliers expressly disclaim all warranties of any kind, express or implied, including but not limited to warranties of merchantability, for a particular purpose or non-infringement. Aether Biomedical does not warrant that User's use of the App and/or the Service will be uninterrupted or error-free, does not warrant that it will verify the User's Input Data for accuracy and/or legality, or that it will retain or maintain Input Data or other User's data without loss. Users acknowledge that use of the Service involves transmission of User data over networks that Aether Biomedical does not own, operate, or control, and that Aether Biomedical is not responsible for any user data lost, altered, intercepted, or stored over such networks. Aether Biomedical shall not be responsible for delays, interruptions, service failures or other problems associated with the use of the Internet and electronic communications or other systems beyond its reasonable control.
- 10.4. Aether Biomedical is not liable in any way for any infringement of third-party rights or for any damage to third parties being a result of or connected with any activities you carry out using the data collected by the Users in connection with the App and/or Services provided.
- 10.5. The User may upload and submit the Input Data to the App. The User is solely liable for such Input Data. In particular, the User represents and warrants that with respect to any Input Data that the User uploads to the App, (1) the User owns such Input Data or has all rights, licenses and permissions needed to provide the Input Data to the App, (2) such Input Data or Aether Biomedical's use of such Input Data pursuant to section 9.5 do not violate these Terms, any applicable law, confidentiality obligations regarding trade secrets and/or confidential information, intellectual property rights, or other rights of any third party.
- 10.6. Aether Biomedical shall be relieved from any performance obligation to the extent the non-performance is due to the occurrence of force majeure events after Agreement conclusion.
- 10.7. Except as specifically provided in these Terms and to the maximum extent permitted by law the foregoing warranties define in full the extent of Aether Biomedical's liability.

11. TERM AND TERMINATION

- 11.1. Unless explicitly stated otherwise, these Terms for the use of the App run for an indefinite period of time.
- 11.2. The User may terminate the Agreement at any time by permanently stopping use of the App.
- 11.3. The Agreement may be terminated by Aether Biomedical with immediate effect in any of the following events:
 - (a) the User breaches any provision of these Terms;
 - (b) the User has permanently stopped using of the App.
- 11.4. Upon termination of the Agreement, the User shall stop to use the App and the Services.
- 11.5. Aether Biomedical reserves the right to stop offering and/or supporting the App and/or the Service(s) at any time permanently and not because of any breach by the User, subject to prior reasonable notification (by posting a note on the App or via email). In this case the Agreements with the User and the right to use the App and the Services will be automatically terminated. In such event, Aether Biomedical will not have any future obligations or liabilities to the Users (this does not affect any pre-existing obligations or liabilities).

12. PERSONAL DATA PROTECTION

- 12.1. Aether Biomedical processes the personal data of the Users in accordance with the applicable law, including the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and the provisions of the Personal Data Protection Act of 10 May 2018 (consolidated text of Journal of Laws of 2019, item 1781 as amended) and the Act of 18 July 2002 on Providing Services by Electronic Means (consolidated text of Journal of Laws of 2020, item 344 as amended).
- 12.2. In issues related to the processing of personal data, please contact Aether Biomedical by email at: info@aetherbiomedical.com or in writing to: Aether Biomedical sp. z o.o, ul. Mostowa 11, 61-854 Poznań, Poland.
- 12.3. Aether Biomedical processes personal data under the terms and conditions specified in the Privacy Policy.
- 12.4. In connection with the functionalities of the App, there is a collection of data stored and processed in the App (among others, data on the operation of the Product). Such data may be transferred to the Partner who cooperates with the User in the support of the Product through the App. In such a case, the administrator of such personal data after its collection is the relevant Partner, being a representative of the prosthetic centre. In such cases Aether Biomedical provides the Partner with an access to the App, and the Partner decides on the purposes of personal data processing and Aether Biomedical acts as a data processor and follows the instructions of the Partner. Thus, the rules on such data processing are determined by the respective Partner and governed by Partner's privacy policy and related documents.

13. CLAIMS

- 13.1. Users are entitled to make a claim in matters relating to the use of the App.

- 13.2. The claim should be submitted by email to the address complaints@aetherbiomedical.com, or to another dedicated address generated by Aether Biomedical and agreed in writing, or to the registered address of Aether Biomedical.
- 13.3. Aether Biomedical recommends providing in the description of the complaint: (1) information and circumstances regarding the subject of the complaint, in particular the type and date of the irregularity; (2) the expectations of the User; and (3) the contact details of the complainant - this will facilitate and expedite the processing of the complaint by Aether Biomedical. The requirements specified in the preceding sentence are in the form of a recommendation only and do not affect the effectiveness of complaints submitted without the recommended description of the complaint.
- 13.4. Aether Biomedical shall make every effort to respond to the claim without undue delay, but no later than within 14 (fourteen) days from the date of receiving the claim containing all the information necessary for its resolution.

14. RIGHT AND LICENSE TO USE. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 14.1. For the term of the Agreement, Aether Biomedical grants to the User a limited, a worldwide, free, non-exclusive, non-transferrable and non-sublicensable right to use App for the private use of the User. The above license also applies to all new versions, updates or upgrades of the App provided by Aether Biomedical during the Agreement term, if any.
- 14.2. Use of the App by the User does not imply that the User acquires any rights, including ownership of any copyrights to the App, except for the license granted herein pursuant to section 14.1.
- 14.3. The User is not entitled to use, copy or download the App (or its part) or any data other than its own data for any purposes other than those of the Agreement, or to make App available for use free of charge or against payment to third parties or to persons outside the agreed group of Users. In particular, the User is not entitled to process, modify, reverse engineer, decompile, disassemble the program code of App or parts thereof or to determine the source code in any other way, nor to create derivative works from App.
- 14.4. All intellectual property rights, including, but not limited to, copyright and trademark rights with respect to all materials, text, illustrations, sounds, software and other resources of the App and their arrangement shall be owned by Aether Biomedical or covered by the permission for their use granted by the owner (holder) of such rights.
- 14.5. Without Aether Biomedical's prior written consent, the User may not:
 - (a) use the App (including copies or parts thereof) or the materials contained in the content of App for commercial purposes;
 - (b) modify the App (including parts thereof) or incorporate it into the content of other works (including but not limited to paper documents, websites, blogs, third-party social media accounts).
- 14.6. The use of materials and information (or parts thereof) comprising the App including their public sharing, distribution, transmission, posting on other websites, and use for the creation of derivative works, without the prior consent of Aether Biomedical, is prohibited.

15. NOTIFICATION RESPONSE PROCEDURES

- 15.1. Aether Biomedical shall have the right to intervene in the development of the data structure, App settings and User's rights, if it fulfils the notifications made by the User or if these actions are required for the proper operation of the App and do not cause data loss.

- 15.2. Notifications relating to the support of the use of the App, including its potential operation errors may be sent by the User via email to complaints@aetherbiomedical.com.
- 15.3. Aether Biomedical is not obliged to make notified changes, in particular changes to the App and the data entered. Under certain circumstances, Aether Biomedical may offer to make some changes upon payment of a fee, based on an individually prepared estimate.
- 15.4. Even though Aether Biomedical is not legally required to do so, Aether Biomedical may, however, choose to provide technical support in response to questions or requests for assistance at its sole discretion; also, Aether Biomedical may choose to provide bug-fixes or updates at no additional charge if Aether Biomedical deems this appropriate.

16. CONFIDENTIALITY

- 16.1. The User shall hold in strict confidence all confidential information disclosed to it within the use of the App, regardless of the purpose, use such information only with the prior written approval of Aether Biomedical. Confidential information includes information expressly marked as confidential by Aether Biomedical and information the confidential nature of which is apparent from the circumstances of the disclosure.
- 16.2. The obligations set out in section 16.1 do not apply to information or parts thereof for which the User can prove (a) that they were known to the User or were generally available prior to the date of receipt or were lawfully disclosed to the User by a third party after the date of receipt hereunder without confidentiality obligations (b) were already known or available to the public prior to the date of receipt hereunder or (c) became known or available to the public after the date of receipt hereunder through no fault of the User.
- 16.3. To the extent permitted by applicable law, the obligations set out in section 16.1 shall survive the termination of the Agreement for an indefinite period, namely for as long as an exception as defined in section 16.2 is not proven.

17. DISPUTE RESOLUTION AND GOVERNING LAW

- 17.1. To the extent permitted by applicable law, these Terms and any disputes or claims arising out of or in connection with them or their subject matter (including non-contractual disputes or claims) are exclusively governed by and construed in accordance with the laws of Poland. The application of private international law and the United Nations Convention on the International Sale of Goods (CISG) shall be excluded.
- 17.2. Except where prohibited and without limitation to any statutory rights for Consumers, the User agrees that the courts of Poland with local jurisdiction over Aether Biomedical's registered office shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or their subject matter.
- 17.3. The User, who is a Consumer, acknowledges that he/she has the possibility to use out-of-court ways to process complaints and assert claims related to the Agreement, including with the help of the Municipal Consumer Ombudsman acting on the basis of the Act of February 16, 2007 on competition and consumer protection. The Consumer shall also have the opportunity to use an out-of-court procedure for handling complaints and pursuing claims before the Permanent Consumer Arbitration Court at the Provincial Inspector of Trade Inspection in Warsaw. Information on how to access the aforementioned modes and procedures for dispute resolution, can be found at the following address: www.uokik.gov.pl.

18. MISCELLANEOUS

- 18.1. These Terms are available in the App and at <https://aetherbiomedical.com/mobile-app-privacy-policy>.

- 18.2. A Consumer may not waive the rights granted to him under the Polish Law on Consumer Rights of May 30, 2014 and other laws applicable to Consumers. Provisions of these Terms less favorable to the Consumer than the provisions of the rights applicable to Consumers shall be null and void, and the provisions of the Polish Law on Consumer Rights shall apply in their place. Therefore, the provisions of these Terms are not intended to exclude or limit any of the rights of Consumers under mandatory provisions of law, and any possible doubts should be interpreted in favor of the Consumer. In the event of a possible inconsistency between the provisions of these Terms and the aforementioned regulations, these regulations shall prevail and shall be applied.
- 18.3. Aether Biomedical will notify changes to these Terms or to individual provisions to Users in document form in the App. In such case, the User may either (i) confirm the respective change of the Terms or, if Aether Biomedical does not offer to maintain the Agreement under the previous terms, (ii) choose termination of the Agreement with immediate effect. In the event of a change of the Agreement pursuant to (i) above, the new Terms shall apply as of the date of the declaration of confirmation. In the event of termination of the Agreement, the Terms applicable prior to the change shall apply until the termination of the Agreement. Aether Biomedical will inform the Users about these options and the consequences of its decision in the change notification. User can review the most current version of these Terms by clicking on the "Terms of Service" link indicated in the App.
- 18.4. By using the App after the effective date of any changes to these Terms, the User will be deemed to have accepted such changes. If the User decides not to use the App after the updated Terms become effective, the User may terminate these Terms pursuant to section 11.2.
- 18.5. User and Aether Biomedical agree that if any portion of these Terms is found illegal or unenforceable, in whole or in part by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of these Terms, which shall continue to be in full force and effect.
- 18.6. Aether Biomedical may assign the provisions of these Terms and may assign or delegate in whole or in part any of its rights and/or obligations under these Terms and Agreement. User may not assign these Terms and Agreement, either in whole or in part, nor assign User's rights under the Terms and Agreement, nor sublicense such rights to any third party.
- 18.7. These Terms, the Privacy Policy and any additional or supplemental policies and any documents expressly incorporated by reference herein, contain the entire understanding of the User and Aether Biomedical, and supersede all prior understandings of the parties hereto relating to the subject matter hereof, whether electronic, oral or written, or whether established by custom, practice, policy or precedent, between the User and Aether Biomedical with respect to the Service.