

VitalsNow – Terms and Conditions (United States)

Effective Date: 1st April 2026

These Terms and Conditions (“Terms”) constitute a legally binding agreement between you (“User,” “you,” or “your”) and **MyHealthNow, Inc.** (“Company,” “we,” “us,” or “our”), governing your access to and use of the VitalsNow mobile application, associated software, and related services (collectively, the “App”).

By downloading, installing, accessing, or using the App, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree, do not use the App.

1. Intended Use and Scope

The App is intended solely for users located in the United States. The App connects **exclusively** with the **iHealthAir Pulse Oximeter** via Bluetooth Low Energy (BLE) to collect, display, and store oxygen saturation (SpO₂) and pulse rate readings. The App allows users to share such readings with authorized healthcare providers designated by the user.

2. No Emergency Use / Medical Disclaimer

THE APP IS NOT INTENDED FOR EMERGENCY USE AND DOES NOT PROVIDE MEDICAL DIAGNOSIS, TREATMENT, CLINICAL DECISION SUPPORT, OR EMERGENCY SERVICES.

The App does not replace professional medical advice, diagnosis, or treatment. Always seek the advice of a qualified healthcare provider regarding any medical condition. Never disregard professional medical advice or delay seeking it because of information provided by the App.

3. FDA and Regulatory Status

The App functions as a data display, storage, and communication tool. The App is **not intended to function as a regulated medical device** under U.S. Food and Drug Administration (FDA) regulations, except where FDA enforcement discretion may apply.

4. Eligibility

You must be at least **18 years of age** to use the App. By using the App, you represent and warrant that you meet this requirement and have the legal capacity to enter into these Terms.

5. User Responsibilities

You agree to:

- Provide accurate and complete information
- Use the App only with supported devices
- Maintain the confidentiality of your login credentials
- Comply with all applicable federal, state, and local laws

You are solely responsible for your use of the App and any decisions made based on information obtained through it.

6. Device Dependency and Accuracy Disclaimer

Health data displayed in the App depends on the correct use and proper functioning of the iHealthAir Pulse Oximeter. The Company does **not warrant the accuracy, completeness, or reliability** of any readings and disclaims liability arising from device malfunction, improper usage, calibration issues, or connectivity failures.

7. Healthcare Provider Interaction

Authorized healthcare providers may access shared data through a secure web portal and may provide remarks or recommendations. The Company does not control, endorse, or guarantee:

- Medical opinions
- Response times
- Availability of providers
- Health outcomes

All medical decisions remain the sole responsibility of the user and their healthcare provider.

8. Notifications and Reminders

The App may send reminders and push notifications related to measurements or usage. These notifications are **informational only** and must not be relied upon for medical or clinical decision-making.

9. Intellectual Property

All intellectual property rights in the App, including software, content, trademarks, and logos, are owned by or licensed to the Company. No rights are granted except as expressly stated in these Terms.

10. Prohibited Uses

You may not:

- Attempt unauthorized access to the App or systems
 - Reverse engineer, modify, or distribute the App
 - Use the App in violation of applicable laws or regulations
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11. Termination

The Company may suspend or terminate your access to the App at any time, with or without notice, for any reason, including violation of these Terms.

12. Disclaimer of Warranties

THE APP IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF THE APP.

14. Indemnification

You agree to indemnify, defend, and hold harmless the Company from any claims, damages, losses, or expenses arising out of your use of the App or violation of these Terms.

15. Arbitration and Class Action Waiver

Any dispute arising out of or relating to these Terms shall be resolved by **binding arbitration on an individual basis**. You waive any right to participate in a class or representative action, to the extent permitted by law.

16. Governing Law and Jurisdiction

These Terms are governed by the laws of the United States and the laws of the state in which the Company is incorporated, without regard to conflict-of-law principles.

17. Contact Information

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