

Terms of Service & Commercial Agreement

In this section you will find an overview of our Terms of Service and Commercial Agreements. Terms of Service governs what you can or cannot do while using the Langaware Platform whether you are a simple user, a researcher or a healthcare provider.

1. Terms of Service

1.1. Langaware Service is owned and operated by Langaware Inc., 16192 Coastal Highway, Lewes, 19958 Sussex, Delaware, EIN 61-1949862 (hereinafter 'Langaware or 'We'). Through innovative machine learning applications, Langaware provides users a tool for assessing an individual's risk of developing diminished cognition, depression, or certain other neurodegenerative or psychiatric conditions using recordings of the human voice (hereinafter 'the **Services**'). We provide the Services via a web-based application and through programmatic integration with third-party applications.

1.2. These Terms of Service (hereinafter '**ToS**') as may be modified from time to time are legally binding and apply to all users and all services of the Langaware Platform. By using the Langaware Platform, You acknowledge that you have given these Terms of Service reasonable and valuable consideration. Any modifications shall be effective upon publication by Langaware. Your continued use of the Langaware Platform after we post the revised ToS signifies your acceptance of the revised ToS. Substantial changes will be communicated to users via email, while Users may communicate with us at support@langaware.com for any related inquiry.

1.3. The above mentioned agreement applies to all users (hereinafter '**the Users**' or '**You**'), such as visiting users or registered users.

1.4. Your use of and participation in, certain Services may be subject to additional terms (hereinafter "**Supplemental Terms**") and such Supplemental Terms will either be listed in the Agreement of Use or will be represented to you for your acceptance when you sign up to use the Supplemental Service. If the agreement or use are inconsistent with the Supplemental Terms, shall control with respect to such Service.

2. Registration

2.1. In order to access certain features of the Langaware Platform you may be required to become a Registered User. For purposes of the present Terms of Service, a Registered User is a user who has registered an account on the Langaware Platform by creating a username and a password for login.

2.2. The information you provide needs to be true, accurate, current and complete; You may not use false information or impersonate another person or company through your account.

2.3. You are responsible for maintaining the confidentiality of the login details and Your account. Langaware reserves the right to reject Your subscription for any or no reason, in particular, due to User's breach of these Terms of Service.

3. Your Obligations / Warranties

- 3.1. You are an adult who is at least 18 years of age.
- 3.2. You have the legal capacity to enter into a binding legal obligation;
- 3.3. If you are using the Site and/or Services on behalf of someone else or an entity, you have the legal authority to accept these Terms of Use on their behalf;
- 3.4. You will use the Langaware Platform and/or Services in accordance with these Terms of Service and in compliance with any applicable local, state, national or international law;

4. Use of the Services

4.1. Generally. Through the Services, Langaware makes available a novel digital biomarker infrastructure that is designed to detect signs of depression and forms of dementia from short clips of free form speech by leveraging artificial intelligence. The Services provide users with resources and tools designed to enable you to better analyze and understand your thoughts and emotions and guide yourself to healthier coping mechanisms. (hereinafter "Evaluations or Results"). The use of Evaluations & Data by Langaware will be subject to the terms of our Privacy Policy located at:

<https://www.langaware.com/wp-content/uploads/2024/03/LANGaware-Privacy-Policy.pdf>.

4.2. Limitations of Services. Services are not intended to provide medical advice to users and are provided for informational purposes only. YOU ACKNOWLEDGE AND AGREE THAT LANGAWARE DOES NOT PROVIDE ANY MEDICAL, PSYCHOLOGICAL, OR OTHER CLINICAL ADVICE OF ANY KIND OR MAKE ANY MEDICAL, PSYCHOLOGICAL OR OTHER CLINICAL DECISIONS. YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOUR RELATIONSHIP WITH ANY HEALTHCARE PROVIDER, INCLUDING ANY HEALTHCARE PROVIDER WHO DIRECTS YOU TO USE THE SERVICES, IS SOLELY WITH SUCH HEALTHCARE PROVIDER. YOU ACKNOWLEDGE AND AGREE THAT LANGAWARE DOES NOT ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR THE ACCURACY, EFFICACY, VERACITY, COMPLETENESS, APPROPRIATENESS, OR SAFETY OF ANY INFORMATION OR RESOURCES RECEIVED OR PROVIDED OR MADE AVAILABLE THROUGH THE SERVICES. LANGAWARE DOES NOT RECOMMEND OR ENDORSE ANY SPECIFIC TESTS, CLINICIANS, PRODUCTS, PROCEDURES, OPINIONS, OR OTHER INFORMATION OR RESOURCES MADE AVAILABLE THROUGH THE SERVICES. LANGAWARE DOES NOT ITSELF PROVIDE SERVICES REQUIRING PROFESSIONAL LICENSURE OR QUALIFICATIONS (E.G., PHYSICIAN OR OTHER MEDICAL OR PSYCHOLOGICAL PROFESSIONAL SERVICES) AND THE SERVICES PROVIDED BY THE SERVICES DO NOT CONTAIN OR CONSTITUTE, AND SHOULD NOT BE INTERPRETED AS, MEDICAL, PSYCHOLOGICAL OR OTHER CLINICAL ADVICE OR OPINION. ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH PROVIDER WITH ANY QUESTIONS YOU MAY HAVE REGARDING A MEDICAL, MENTAL, PSYCHOLOGICAL, OR OTHER HEALTH CONDITION. NEVER DISREGARD PROFESSIONAL MEDICAL OR CLINICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ ON THE SERVICES. THE SERVICES ARE NOT INTENDED FOR EMERGENCY USE. IF YOU THINK YOU HAVE A MEDICAL EMERGENCY, CALL 911 OR SEEK IMMEDIATE OR OTHER APPROPRIATE EMERGENCY ATTENTION. IF YOU ARE SUICIDAL OR ARE EXPERIENCING SUICIDAL THOUGHTS, IMMEDIATELY CALL 911 OR CONTACT A SUICIDE PREVENTION HOTLINE SUCH AS THE NATIONAL SUICIDE PREVENTION

LIFELINE AT 1-800-273-8255. IF YOU ARE OUTSIDE OF THE UNITED STATES, PLEASE CONTACT YOUR LOCAL CRISIS LINE: www.iasp.info/crisis-centres-helplines/.

4.3. No Physician-Patient Relationship with LANGAWARE. The information generated by us or the Services should not be interpreted as a substitute for a professional therapist or other healthcare professional consultation, evaluation, or treatment, and the information made available on or through the Services should not be relied upon when making medical or other clinical decisions or to diagnose or treat a medical, mental, psychological, or health condition. Nothing contained in the Services should be construed as such advice or diagnosis. YOUR USE OF THE SERVICES DOES NOT CREATE A PATIENT OR LICENSED MEDICAL PROFESSIONAL RELATIONSHIP, PHYSICIAN-PATIENT PRIVILEGE, PSYCHOTHERAPIST-PATIENT PRIVILEGE, OR DOCTOR-PATIENT CONFIDENTIALITY BETWEEN YOU AND LANGAWARE OR ANY OTHER USERS OF THE SERVICES. You are urged and advised to seek the advice of a professional therapist, physician or a medical professional with any questions you may have regarding your mental health, or any other information or resources that may be referenced, discussed, or offered under the Services. You represent to us (which representation shall be deemed to be made each time you use the Services), that you are not using the Services or participating in any of the activities offered by the Services for purposes of seeking medical attention. You further agree that, before using the services, you shall consult your physician. If any information you receive or obtain from using the Services is inconsistent with the medical advice from your physician, you agree to follow the advice of your physician.

5. Prohibited Uses

You may use the Langaware Platform and/or Services only for their lawfully intended purposes and as provided in these Terms of Use. You agree not to:

- 5.1.** Use the Langaware Platform and/or Services for any illegal, unethical, abusive, offensive, harassing or unsolicited purpose;
- 5.2.** Sell, resell, rent or lease the Langaware Platform and/or Services, use the Langaware Platform and/or Services beyond its intended purposes or reverse engineer the Langaware Platform and/or Services or decode, or otherwise attempt to derive or gain access to the software code of the Site and/or Services or any part thereof;
- 5.3.** Use the Langaware Platform and/or Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party rights (including without limitation any privacy rights);
- 5.4.** Use the Langaware Platform and/or Services in any way that is damaging to the Site and/or Services or interferes with or disrupts the integrity or performance of the Site and/or Services;
- 5.5.** Misrepresent your identity, provide false information, impersonate another person or entity, or misrepresent your relationship with a person or entity or attempt to use another person's account;
- 5.6.** Attempt to gain unauthorized access to the Langaware Platform and/or Services;

5.7. Remove or modify any proprietary marking or restrictive legends in the Langaware Platform and/or Services;

5.8. Engage in any data monitoring, data mining, data harvesting, data extraction or any other similar activity in relation to the Langaware Platform and/or Services or while using the Site and/or Services;

5.9. Introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful, or to attack the Langaware Platform and/or Services via a denial-of-service attack or a distributed denial-of-service attack;

5.10. Access the Langaware Platform and/or Services to build any competitive product or service, or to copy any material on the Site and/or Services for competitive purposes; or

5.11. Assist a third party in engaging in any of these prohibited activities.

6. Intellectual Property

6.1. All content available such as text, graphics, user interfaces, visual interfaces, trademarks, trade name, trade dress, logos, ML application, patents, software source code and Evaluations or Results (collectively, "**Langaware Content**"), including but not limited to the design, structure, selection, coordination, method, "look and feel" and arrangement of such content, contained on Langaware Platform is owned, controlled or licensed by or to Us. We retain all rights, title and interest in and to the Langaware Content and any portion thereof and it is protected by Greek and international copyright, patent and trademark laws, and various other intellectual property rights, trade secret and unfair competition laws. The Content is provided 'as is' for Your information and personal use according to the present ToS.

6.2. Except as expressly provided in these Terms of Service, no part of the Langaware Platform and no Langaware Content may be copied, reproduced, republished, rewritten, used as a news source, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise or commercially exploited, without Our express prior written consent.

6.3. Your Content: You are solely responsible for all content and data you submit in order to use the Langaware Services (hereinafter '**Your Content**' or '**User's Content**') and for all activity with respect to your account. Langaware claims no ownership of Your Content.

6.4. Subject to any applicable account settings that you select, you grant Langaware a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display, Your Content (in whole or in part) for the purposes of operating and offering the Services to you and to our other Users, and on a de-identified, aggregated basis, for the purpose of improving the Services and Langaware's other products and services. You agree that you, not Langaware, are responsible for all of Your Content that you make available on the Langaware Platform.

7. Fees

7.1. By submitting your credit card info you expressly grant Langaware the right to charge you with the relevant amount of money according to our price list and no additional consent is needed.

7.2. Langaware may change its price list at all times subject to prior notice via email or relevant announcement on the platform.

8. Linked Sites

8.1. The Langaware Platform may contain links to other independent third-party websites ("Linked Sites"). These Linked Sites are provided solely as a convenience to Our Users. Such Linked Sites are not under Our control, and We are not responsible for and do not endorse the content of such Linked Sites, including any information or materials contained on such Linked Sites. You will need to make Your own independent judgment regarding Your interaction with these Linked Sites.

8.2. We do not endorse and shall not be held responsible or liable for any content, advertising, products or services on or available from any Linked Sites.

9. Interactions with other Users

You are solely responsible for your interactions with other users of the Services and any other parties with whom you interact through the Services; provided, however, that Langaware reserves the right, but has no obligation, to intercede in such disputes. You agree that Langaware will not be responsible for any liability incurred as the result of such interactions.

10. Disclaimers

10.1. 'AS IS': USERS ARE SOLELY RESPONSIBLE FOR USING THE LANGAWARE PLATFORM. SUBJECT TO APPLICABLE LAW, THE CONTENT ON OR OTHERWISE RELATED IN ANY WAY TO LANGAWARE PLATFORM OR LINKED SITES OR SERVICES EXTERNAL TO FROM LANGAWARE PLATFORM IS PROVIDED "AS IS" AND WITHOUT CONDITIONS OR WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, SUBJECT TO APPLICABLE LAW, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, AVAILABILITY, SECURITY, COMPATIBILITY AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT ANY CONTENT WILL BE ERROR-FREE, THAT ACCESS THERETO WILL BE UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY SITE SERVICE OR THE SERVERS THAT MAKE SUCH CONTENT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. MOREOVER, SUBJECT TO APPLICABLE LAW, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF ANY CONTENT. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. YOU HEREBY IRREVOCABLY WAIVE ANY CLAIM AGAINST US WITH RESPECT TO CONTENT AND ANY CONTENT YOU PROVIDE TO THIRD PARTY SITES (INCLUDING CREDIT

CARD AND OTHER PERSONAL INFORMATION), TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

10.2. Not Intended for Emergency Use. LANGAWARE'S GOAL IS TO PROVIDE HELPFUL AND ACCURATE INFORMATION ON THE SERVICES. HOWEVER, THE SERVICES ARE DEPENDENT UPON A NUMBER OF FACTORS THAT ARE OUTSIDE THE CONTROL OF LANGAWARE. USE OF THE SERVICES SHOULD NOT REPLACE YOUR GOOD JUDGMENT AND COMMON SENSE. IF YOU BELIEVE YOU ARE EXPERIENCING A MEDICAL OR OTHER EMERGENCY, CALL 166.

10.3. Medical Disclaimer. THE CLAIMS MADE IN CONNECTION WITH THE APPLICATION OR THROUGH THE SERVICES ARE NOT INTENDED TO DIAGNOSE, TREAT, CURE OR PREVENT ANY DISEASE OR MEDICAL CONDITION.

LANGAWARE DOES NOT OFFER MEDICAL ADVICE OR DIAGNOSES, OR ENGAGE IN THE PRACTICE OF MEDICINE. THE CONTENTS, INCLUDING TEXT, GRAPHICS, IMAGES, AND OTHER DATA CREATED BY THE SERVICES OR OTHERWISE CONTAINED THROUGH THE SERVICES ARE FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT INTENDED TO BE A SUBSTITUTE FOR YOUR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, TREATMENT, OR PUBLIC HEALTH INFORMATION.

11. Limitation on Liability

IN NO EVENT SHALL LANGAWARE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE SITE SERVICES OR EXTERNAL SERVICES, EVEN IF LANGAWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Indemnification

You agree to defend, indemnify, and hold harmless Langaware (including its affiliates and subsidiaries) and its members, officers, directors, representatives, employees, contractors, agents, business partners, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees and expert witness fees) arising out of or in any way connected with:

- Your violation of these Terms of Use or any documents referenced herein;
- Your use of the Langaware Platform and/or Services; and/or
- The use of the Langaware Platform and/or Services by another person accessing your account and/or Security Information.

13. User Communications

Your express consent to communications. By providing us, or your healthcare provider who utilizes our services, or the party conducting a study utilizing our technology, with your contact information and using the Langaware Platform and/or Services, you acknowledge and agree that Langaware, and other individuals and entities connected to the Langaware Platform (such as your healthcare provider or health plan), may contact you at any of the contact information you provide to us (or them) or that is associated with your account (including mobile phone numbers) for any reason, including (but not limited to) sending you

notices, communications, reminders, and information to you about these Terms of Use, the Langaware Platform, Services and for marketing purposes, and in response to any inquiries that you make to Langaware, or submissions that you may send to Langaware or other individuals and entities connected to the Langaware Platform. You acknowledge and agree to be contacted by any means, including through the Langaware Platform, by email, telephone, or text message on your device, and through use of an automatic telephone dialing system and/or an artificial or prerecorded voice message system. Message and data rates charged by your wireless carrier company may apply. We are not responsible for any data transmission fees. You may receive multiple messages per day and you authorize the delivery of detailed messages to the contact information associated with you. These communications may not be secure and not encrypted. Unsecured communications pose a risk to the confidentiality and privacy of the information being sent because they are susceptible to possible interception by a third party.

You understand that your consent to receive automated text messages, calls, and our newsletter for any marketing purposes is voluntary, and is not a condition to your use of the Langaware Platform and/or Services. You can opt out of receiving automated marketing communications at any time by contacting us at support@langaware.com. Please note that even if you opt out of receiving automated communications for marketing purposes, we (and other individuals and entities connected to the Langaware Platform, such as your healthcare provider or health plan) may continue to communicate with you for non-marketing purposes, such as communicating with you about the Site, Services and healthcare related messages.

Electronic documents. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing and/or signed. You waive any right to raise any defense or waiver based upon execution of these Terms of Use by electronic means or maintenance of these Terms of Use electronically.

14. Applicable Law

ToS and any modification hereof shall be governed by the laws of Greece, European Law and relevant international treaties. For any dispute arising from the ToS and the use of the Langaware Platform You agree to submit to the personal and exclusive jurisdiction of courts of Athens/Greece without regard to Greek or international conflict of laws provisions.

15. Miscellaneous

15.1. The ToS describes the final binding agreement between Langaware and the Users. In the event that any clause or portion of ToS was declared null and void for any reason whatsoever, the rest of the ToS shall remain in full force and effect.

15.2. Unless explicitly stated, the Terms of Service and any rights granted hereof may not at any circumstances be subject to transfer or assignment without Langaware's prior written consent. Langaware reserves the right to transfer and/or assign any rights granted hereof without notice of any kind.

15.3. In the event a User disagrees with the present ToS, he shall not use Langaware Platform.