

pillphill iOS: Terms of Service, Limitation of Liability, and EULA

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When used by a non-healthcare professional:

A non-healthcare professional is defined as any person who has NOT been identified as a healthcare professional by their jurisdiction or is using this application in a personal manner not related to the regulated practise of a healthcare profession.

The pillphill application ('pillphill'), including the pill counter and clinical tools, is meant for entertainment, education and informational purposes ONLY. Users must be 17+ to use this application.

Examples of allowed uses include:

- counting the amount of non-prescription medication you have left for the purpose of self-amusement
- counting the amount of circular chocolate-covered candies you have on a plate

Examples of prohibited uses include:

- counting the remaining number of pills you have before you see a doctor or pharmacist
- confirming you are taking the right amount of medication

If you are using this application for a prohibited purpose or one that does not align purely with entertainment, education, and/or informational purposes, delete this application and seek a healthcare provider. If this is an emergency, call your local emergency number.

When used by a healthcare professional or under the supervision of a healthcare professional:

The pillphill pill counter is not meant to replace a hand count or substitute a double count. The pill counter should only be used to improve the initial counting process for the legal dispensing of medications and inventory audits. Although we strive to make the pill counter as accurate as possible, it is prone to error and requires human judgement. Any confidence scores, bounding boxes, or any other indicator of effectiveness the app assigns are not to indicate when the count is accurate but instead for the user to evaluate

the performance of the app in a specific situation. You, as a healthcare professional, hold full responsibility when it comes to using this application in your practice or allowing individuals under your supervision to use this application. Check your jurisdiction and practice bodies' laws to ensure applications like pillphill are allowed. Ensure that when using the application, other legal requirements pertaining to counting medications are followed. You must cease to use this application and uninstall it if laws and regulations pertaining to you prohibit the use of pillphill or other uncertified tools.

Regardless of the legality of using applications like pillphill, users are reminded to maintain USP compliance. The use of this application may violate USP standards. It is up to the user to ensure this application does not violate USP standards.

Users may **never** use this application to count medications classified as having a potential for abuse. In the United States, these medications are DEA Schedule I, II, III, IV and V. In Canada, these medications are NAPRA classified as N, C, and TS. It is the user's responsibility to know their jurisdiction's classification system and refrain from using this application.

If you are working under a healthcare professional (i.e. pharmacy assistant, physician assistant), it is your responsibility to seek approval to use this application from your supervisor. Your supervisor, who must be a healthcare professional, must also install this application and agree to the terms and conditions.

For all users:

By using this application, you agree to the privacy policy found at pillphill.com/privacy-policy. This privacy policy is subject to change. It is your responsibility to check for changes periodically. This privacy policy was also listed on the App Store prior to the download of this application.

The pillphill application in no way is capable of judging the quality, effectiveness, or stability of a medication.

Any clinical tools found in the pillphill application are intended for educational and informational purposes only. This application is not intended to provide medical advice. The clinical tools should only be used by licensed healthcare professionals.

Users may not use this application to commit or facilitate a crime. It is a violation to use pillphill for any purpose that is not listed in these terms of service. 1mpressions Inc. cooperates with authorities to detect and report criminal activity. Crimes, illegal acts, and professional misconduct are defined by the laws in the United States and Canada. 1mpressions may freely use any jurisdiction and/or professional body within the United States and Canada when identifying possible illegal use. 1mpressions operates servers in California, North Virginia and Ontario.

This application has in-app purchases. Currently, there is one subscription: PROFESSIONAL, which allows for infinite usage of the application. The Professional subscription is a recurring 1-month duration subscription that runs at \$3.99USD but is discounted to \$1.99 in the 1.0 version of the iOS app. Refunds will be examined on a case-by-case basis. 1mpressions Inc. reserves the right to deny a refund unless governed by local consumer law.

This app may serve advertisements. Unless otherwise specified, 1mpressions, pillphill provide no endorsement to advertisements in this application.

1mpressions Inc. and its content providers/third-party vendors shall have no liability, whether direct, indirect, consequential, contingent, special or incidental, related to or arising from this software application, whether based on breach of contract or tort, including without limitation negligence, infringement of intellectual property rights, strict liability, breach of warranty, failure of essential purpose, a fundamental breach or otherwise, even if advised of the possibility thereof. Improper use or over-reliance on this software application can lead to significant financial losses, inventory losses, serious mental and physical harm and/or death for the user and others, including patients.

iOS EULA

Installing pillphill on an iOS device requires agreement to an additional license: our iOS End-User License Agreement. This entire **Terms of Service, Limitation of Liability, and EULA** are between you and 1mpressions Inc. ["1mpressions"]. only, not Apple, Inc. ["Apple"]. 1mpressions Inc. is solely responsible for this iOS Application and its content.

You, the user, must 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.

This application is provided on an “as is” basis without any representation, warranty or condition, whether express or implied, statutory or otherwise, as to quality, accuracy, completeness, legality, currency, reliability, efficacy or fitness for a particular purpose. To the extent any warranty exists under law that cannot be disclaimed, 1mpressions, not Apple, shall be solely responsible for such warranty.

Users may not share or make the Application available to third parties (unless allowed by the Apple Terms and Conditions, and with the Company's prior written consent), sell, rent, lend, lease or redistribute the Application.

Users may not reverse engineer, translate, disassemble, integrate, decompile, integrate, remove, modify, combine, create derivative works or updates of, adapt, or attempt to derive the source code of the Application, or any part thereof (except with the Company's prior written consent).

Users may not copy (unless allowed by this license and the Usage Rules) or alter the Application. Users may create and store copies only on devices that they own or control for backup keeping under the terms of this license, the App Store Terms of Service, and any other terms and conditions that apply to the device or software used. Users may not remove any intellectual property notices. Users acknowledge that no unauthorized third parties may gain access to these copies at any time.

Maintenance, Support and Updates. Because pillphill is free to download and use, 1mpressions provides limited maintenance and support. To the extent that any maintenance or support is required by applicable law, 1mpressions, not Apple, shall be obligated to furnish any such maintenance or support.

Product Claims. 1mpressions does not make any warranties concerning pillphill. To the extent you have any claim arising from or relating to your use of pillphill, 1mpressions, not Apple is responsible for addressing any such claims, including but not limited to: (i) product liability claims; (ii) any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy or similar legislation.

You agree that in the event any third party claim that pillphill or the End-User's possession and use of pillphill infringes that third party's intellectual property rights, 1mpressions Inc., not Apple, will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim.

Third-Party Terms of Agreement. You must comply with applicable third-party terms of agreement when using this Application (e.g. your wireless data service agreement).

Apple is a third party beneficiary of this License Agreement, and, upon your acceptance, such third party beneficiary will have the right (and will be deemed to have accepted the right) to enforce this agreement against you.

Indemnity

You agree to indemnify, defend and hold harmless 1mpressions Inc. and its third party beneficiaries from and against any and all actions, proceedings, costs, claims, damages, demands, liabilities and costs, including without limitation reasonable legal fees and expenses, sustained and/or incurred by 1mpressions Inc. and its third party beneficiaries, directly or indirectly, arising out of or connected to your use of the pillphill application in breach of these Terms, your violation or infringement of the rights of others, and/or your violation of any applicable laws. You will assist and cooperate as fully as reasonably required by 1mpressions Inc. and its third party beneficiaries in the defence of any such claim or demand.

If you disagree with any portion of this Terms of Service, Limitation of Liability, and EULA, do not install this application. If it is installed, immediately close and uninstall this application.

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