

HOME ENROLLMENT GENERAL TERMS AND CONDITIONS

EFFECTIVE DATE: Jan 1, 2021

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY CLICKING "ACCEPT" OR ACCESSING THE COALA SERVICE AND ORDERING THE HOME ENROLLMENT SERVICE; YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS, YOU MAY NOT ACCESS OR USE THE COALA SERVICE. BY ACCEPTING THESE TERMS OR BY USING THE COALA SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING THE PRIVACY POLICY (TOGETHER, THE "TERMS"). IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS OF SERVICE, THEN YOU DO NOT HAVE PERMISSION TO USE THE COALA SERVICE.

TERMS OF USE OF THE COALA HOME ENROLLMENT SERVICE

These Terms and Conditions ("Terms") apply to the Coala Home Enrollment service including the Coala Heart Monitor ("Coala"), the Coala App application ("Coala App"), information stated on www.coalalife.com ("Website") and the digital services offered on the Website, including the cloud based Coala Care Portal and related analytics, collectively referred to as "Coala service". Please read these Terms carefully. By ordering the Coala Home Enrollment service you agree to these terms and agree to be bound by them. We also ask you to review our Privacy Policy. If you do not agree to the Terms, you cannot use the Coala system.

Information about us

Coala Life Inc ("Coala Life"/ "We"). E-mail: info.us@coalalife.com

General about Coala Heart Monitor

The Coala Heart Monitor is intended for use by healthcare professionals or adults with known or suspected heart conditions to record, store and transfer single-channel electrocardiogram (ECG) rhythms and heart sound. The Coala Heart Monitor also displays ECG rhythms and detects the presence of normal sinus rhythm and atrial fibrillation (when prescribed or used under the care of a physician). The Coala Heart Monitor has not been tested and it is not intended for pediatric use. Rx ONLY.

General about Coala Home Enrollment

Coala Home Enrollment ("service") is a logistical service where Coala Life ships the Coala Heart Monitor directly to the patients, on behalf of the prescribing provider. The service is ordered in the Coala Care portal following the activation of a patient account. The service can only be ordered as adjunct to the use of the Coala service.

Upon request, Coala Life will assist in hooking-up the patient remotely. The logistic service also includes the ability for patients to return the Coala Heart Monitor in a pre-paid envelope.

Upon return to Coala Life, the Coala will be cleaned per IFU instructions and offered to next patient.

The Coala Home Enrollment is only a logistical service that does not alter the indications of use of the product.

Obligations of prescribing provider

Upon order of a Coala Home Enrollment service, the prescribing provider agrees to the following:

- Confirming that the Coala Home Enrollment service is a logistical service offered by Coala Life on behalf of the prescribing provider and authorizing Coala Life to package Coala Heart Monitor and relevant accessories required for patient to run the Coala service, to be shipped directly to the enrolled patient's address.
- Confirming that the Coala Home Enrollment can only be ordered as an adjunct service to prescription of the Coala service.

- Agree to these terms, as well as Coala Life's General Terms and Conditions including HIPAA related documentation, as well as Privacy Agreement and General Terms of Service.
- Pay the agreed Home enrollment and Activation fees as per signed Service Agreement.
- Not to hold Coala Life liable for any third-party shipment related delays, inabilities for couriers to deliver to defined patient address, any delays in customer service or remote hook-up of Coala related to inability for Coala Life to reach the patient, or any other matter beyond Coala Life's control that may affect the start and the use of the Coala service.
- Not to hold Coala Life liable for any patient related damages as a result of Coala unit not reaching patient, delays in start of Coala service, or any other matter resulting from the fact that Home Enrollment delays the start of the Coala service and remote patient monitoring as compared to immediate activation of Coala service in a clinic.

Obligations of Coala Life

Upon order of a Coala Home Enrollment service, Coala Life agrees to the following:

- Promptly, normally within 48 hours of received email order, ship a Coala unit to the registered patient.
- Provide phone-based patient support with hook-up as requested by prescribing physician withing a reasonable time frame from the date the patient receives the Coala unit.
- Provide patient with a return pre-paid envelope
- Bear the costs related to shipments and customer service.

Limited liability

COALA LIFE IS NOT RESPONSIBLE FOR THE DIRECT INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR BUSINESS DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT OR USE) BASED ON ANY DEFECT, FAILURE OR MALFUNCTION OF THE PRODUCT, OR OTHER REASON, WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, OR AS A RESULT OF YOUR SALE OR USE OF THE PRODUCT OR SERVICE. SOME STATES DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU:

COALA LIFE MAKES NO WARRANTY, EXPRESS OR IMPLIED, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOM OR OTHERWISE. THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED BY STATUES OR OTHERWISE ARE HEREBY EXPRESSLY DISCLAIMED.

How Does State Law Apply?

This Limited liability is governed by and will be construed in accordance with the laws of the State of California, exclusive of its conflict of laws principle.

THE REMEDIES IN THIS LIMITED LIABILITY ARE YOUR SOLE AND EXCLUSIVE REMEDIES.

Agents or employees of Coala Life are not authorized to make any modification, extension, or addition to this Limited Liability.

Responsibility

Our responsibility for the Coala service is governed by applicable laws. Otherwise, we are responsible only for breach of these conditions and for a total amount equivalent to your monthly fee for Coala service, unless of serious negligence or willful conduct. The restrictions do not apply to the extent that they would restrict your rights under mandatory constitution.

Grounds for Relief

If the fulfillment of our commitments is substantially obstructed or prevented due to circumstances beyond our control, such as labor disputes, fire, lightning, terrorist attacks, changed constitution, government intervention and failure or delay in subcontracting services due to circumstances specified

herein, shall this constitute grounds for liberation which entails the advancement of the date of performance and relief from damages and other penalties. However, this shall not limit your rights under the Consumer Act or other mandatory constitution.

Messages

Notifications to us should be sent to info.us@coalalife.com. Notifications to you will be sent (i) to the e-mail address or postal address you specified or (ii) by publishing on the Website.

Immaterial rights

We own all intellectual property rights to the Coala service, Coala Home Enrollment, Website, The Coala system and all material posted on the Website. These works are protected by copyrights, patents and all such rights are reserved. You may, for personal use, print a copy and download extracts of pages on the Website. However, you may not use any portion of our copyrighted material for commercial purposes without first obtaining a license from us or our licensor. Through the Coala service you give us an irrevocable right to quote the comments about us, the Coala service, the Coala App application or the Coala Heart Monitor that you submit on Website, Blog or Social Media, and use the quotes on our website, on social media and in other marketing.

Additions and changes

We may, from time to time, make additions to and changes to these Terms and Conditions. You are bound to the terms and conditions at the time you applied for the Coala service unless we notify you of any changes or additions and you do not within 60 days from the date of such notice, notifying Coala Life that you do not accept such amended terms (the Coala service immediately expires).

Transfer of rights and obligations

You may not transfer your rights or obligations under the Coala service without our prior written consent. However, we may transfer our rights and obligations regarding your Coala service at any time during the use of the service.

Applicable law and dispute

To the fullest extent permitted pursuant to applicable law, these Terms are governed by the laws of the State of California without regard to conflict of law principles.

Subcontractors.

You hereby consent to Coala Life's engagement of third parties (including Coala Life's affiliates) to perform, or support the performance of, all or any portion of the Coala service or the Coala website.

Prohibited Conduct.

By using the Coala service you agree not to:

- Order, use or access the Coala service (a) from a jurisdiction where such use or access is not authorized, (b) for any illegal purpose, or (c) in violation of any local, state, national, or international law;
- Conduct activities that may be harmful to others or that could damage Coala Life's reputation;
- Violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third-party intellectual property right, or disclosing personal information about another person;
- Post, upload, or distribute marketing or advertising links or content, or any User Content or other content that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate;
- Use scrapers, robots, or other data gathering devices on or through the Coala service, or frame or otherwise provide the Coala service to third parties without Coala Life's permission;
- interfere with security-related features of the Coala service, including by: (a) disabling or circumventing features that prevent or limit use or copying of any content; or (b) reverse engineering, decompiling, or otherwise attempting to discover the source code of any portion of the Service, including the app(s), except to the extent that such activity is expressly permitted by applicable law notwithstanding this restriction;
- interfere with the operation of the Coala service or any user's enjoyment of the Coala service, including by: (a) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (b) making any unsolicited offer or advertisement to another user of the Coala service; (c) attempting to collect personal information, including without limitation ECG data or other health information, about another user or third party without their consent; or (d) interfering with or disrupting any network, equipment, or server connected to or used to provide the Coala service, or violating any regulation, policy, or procedure of any such network, equipment, or server;
- perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, accessing any other Coala service or account without permission, or falsifying your account registration information;
- modify, translate, or create derivative works, adaptations or compilations of, or based on, the Coala service or part thereof, or use, copy or reproduce the Coala service or any part thereof other than as expressly permitted in these Terms;
- assign, sublicense, lease, sell, grant a security interest in, or otherwise transfer the access granted under these Terms or any right or ability to view, access, or use any Material.