

## Terms and Conditions

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the CYPD (Control your PD, Control Your Parkinson`s Disease, Control Your Parkinson Disease) mobile application (the "Service") operated by FORS NY Inc. ("us" or "we").

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you do not have permission to access the Service.

### 1. Accounts

When you use Service, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times.

You are responsible for maintaining the confidentiality of your information, including but not limited to the restriction of access to your mobile phone. You agree to accept responsibility for any and all activities or actions that occur during using the Service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your mobile phone.

### 2. Links to Other Web Sites and services

Our Service may contain links to third party web sites or services that are not owned or controlled by FORS NY Inc.

FORS NY Inc. has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

Our service can be integrated with Apple's Health app for more seamless user experience. For this purpose, CYPD app requires a permission from the user to share data with the Health app. CYPD app shall not access or collect the Apple Health data and not disclose any of user's personal data to any third parties for marketing, advertising, or user-based data mining.

Our Service contains and uses modifications based on work created and [shared by Google](#) and used according to terms described in the [Creative Commons 4.0 Attribution License](#). Our Service never uses your content or derives information from it for marketing or advertising purposes, nor involves analyzing user data.

You acknowledge and agree that FORS NY Inc. shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third party web sites or services that you visit.

### 3. Content of Service

The Service, including any information, graphic, artwork, text, video clip, audio clip, trademark, logo, service mark and/or other content provided on, in or through the Services (collectively, "FORS NY Inc. Content") are owned by FORS NY Inc. or its licensors and protected under both United States and foreign copyright, trademark and other laws.

If you agree to these Terms, then FORS NY Inc. grants to you a personal, nonexclusive, nontransferable and limited license (without the right to sublicense) to use the Service and download, print and/or copy FORS NY Inc. Content solely for your own use and subject to these Terms.

Nothing contained in this Service should be construed as granting, by implication, estoppel, or otherwise, any license or right in and to FORS NY Inc.'s trademarks, logos or service marks ("Marks"), patents, trade secrets or other intellectual property embodied in the Service. Unauthorized use of any of the Marks or FORS NY Inc.'s other intellectual property may violate law. All rights not expressly granted herein are reserved by FORS NY Inc.

Unless FORS NY Inc. provides you with written authorization to do so, you may not:

- incorporate any FORS NY Inc. Content into any other work (such as your own website) or use FORS NY Inc. Content in any public or commercial manner;
- change any of the notices about copyright, trademarks or other intellectual property rights that may be part of the FORS NY Inc. Content; or "deep link" to any of the Service (i.e., link to any page other than the home page of one of the Service).

### 4. FORS NY Inc. content is not medical or professional advice

The FORS NY Inc. Content, including all medically-related information, is for informational purposes only. Please confirm all FORS NY Inc. Content with other sources and with your physician and professional health care providers. FORS NY Inc. does not warrant or guarantee any treatment, therapy, medication, device, diagnosis, action, recommendation, or strategy of any author or other person available through the Service.

FORS NY Inc. CONTENT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS OR TREATMENT. DO NOT DISREGARD, AVOID OR DELAY OBTAINING MEDICAL ADVICE FROM A QUALIFIED HEALTHCARE PROVIDER BECAUSE OF SOMETHING YOU MAY HAVE READ THROUGH THE SERVICE. DO NOT USE THE SERVICE FOR EMERGENCY MEDICAL NEEDS. IF YOU EXPERIENCE A MEDICAL EMERGENCY, IMMEDIATELY CALL A HEALTH CARE PROFESSIONAL AND 911.

USING THE CYPD APPLICATION MAY AFFECT DATA COLLECTION IN THE ACTIVITY APPLICATION.

## 5. Your responsibility

You may use the Service for lawful purposes only.

You may not attempt to gain unauthorized access to the Service, other users' Accounts through hacking, password mining or any other means. Without limiting any of the foregoing, you agree that you shall not and you agree not to encourage or allow any third party to:

- copy, modify, adapt, translate, reverse engineer, decode or otherwise attempt to derive or gain access to any portion of the Service or FORS NY Inc. Content;
- use any robot, spider, site search/retrieval application or other automated device, process or means to access, retrieve, scrape or index any portion of the Service;
- rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Service (or any features or functionality of the Services) to any third party for any reason.

## 6. Disclaimer of warranties and limitation of liability

FORS NY Inc. warrants that FORS NY Inc. has validly entered into these Terms and has the legal power to do so. You warrant that you have validly entered into these Terms and have the legal power to do so. EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. FORS NY Inc. specifically disclaims all warranties and conditions of any kind, including any implied warranty of merchantability, fitness for a particular purpose, title, non-infringement, freedom from defects, uninterrupted use and all warranties implied from any course of dealing or usage of trade. FORS NY Inc. makes no warranty as to the accuracy, completeness, currency or reliability of any of the Service. FORS NY Inc. does not warrant that (i) Service will meet your requirements, (ii) operation of the Service will be uninterrupted or virus- or error-free or (iii) errors will be corrected. Any oral or written advice provided by FORS NY Inc. does not and will not create any warranty.

### Limitation of Liability

YOUR USE OF SERVICE IS AT YOUR OWN RISK.

FORS NY Inc. SPECIFICALLY DISCLAIMS ANY LIABILITY, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE SERVICE, EVEN IF FORS NY Inc. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO RELIANCE BY ANY PARTY ON ANY CONTENT OBTAINED THROUGH THE USE OF THE SERVICE OR THAT ARISES IN CONNECTION WITH MISTAKES OR OMISSIONS IN, OR DELAYS IN TRANSMISSION OF, INFORMATION TO OR FROM THE USER, INTERRUPTIONS IN TELECOMMUNICATIONS CONNECTIONS TO THE SERVICES OR VIRUSES, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, WAR, TERRORISM,

TELECOMMUNICATIONS FAILURE, THEFT OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE SERVICE.

## 7. Governing Law

These Terms shall be governed and construed in accordance with the laws of New York, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

## Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will provide at least 30 calendar days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service and should delete the mobile application.