# VERACRON WELLNESS SYSTEMS 2026 PRODUCT TERMS AND CONDITIONS

**Effective Date:** January 1, 2026

## 1. Nature of Agreement: Service and Lease Model

The transaction governed by these Terms is a service engagement and a temporary equipment lease, not a sale of hardware. The Purchaser ("Clinician" and/or “Researcher” or member of their immediate team) is not purchasing the VERABAND™ wearable device. Instead, the Purchaser is:

- (a) Renting the VERABAND™ device for a single patient wear period; and
- (b) Purchasing professional service hours for data extraction, laboratory analysis, report generation, handling and delivery.

## 2. Regulatory Status and Prescription Requirements

The VERABAND™ wearable device is an **FDA-cleared, Rx-only medical device**. Purchaser acknowledges and agrees that the device must be prescribed by a licensed medical practitioner to a patient for a specific clinical indication, unless the device is being used for clinical research purposes within the scope of an Institutional Review Board (IRB) approved study.

## 3. Product Descriptions and Changes

Seller may update, improve, substitute, or discontinue Products from time to time, provided that any material change to a confirmed Order will be communicated to Purchaser before fulfillment when commercially practicable. Product images, marketing materials, and sample specifications are illustrative unless expressly incorporated into an Order.

## 4. Ownership and Mandatory Return

The VERABAND™ wearable device remains the sole and exclusive property of Veracron Wellness Systems ("Seller") at all times. The device is provided on loan solely for the purpose of patient and/or clinical study participant data collection. Purchaser shall return the device to Seller’s laboratory immediately upon: (i) completion of the wear period; (ii) damage to the device; (iii) expiry of shelf life; or (iv) written request by Seller (recall).

## 5. Shipping, Delivery, and Risk of Loss

Unless otherwise stated in the applicable Order, all shipments are Ex Works / FOB Seller facility. Title to hardware remains with Seller, but the **risk of loss** for the value of the device resides with the Purchaser from the moment of delivery until it is received back at the Seller’s laboratory. Shipping dates are estimates only. Purchaser is responsible for freight, customs, duties, and taxes. Seller is not liable for Products lost, stolen, or damaged during initial shipping, the wear period, or return transit via USPS or other carriers.

## 6. Purchaser Responsibilities

Purchaser is responsible for selecting Products suitable for their intended use, providing accurate specifications, complying with applicable laws/regulations, and ensuring only trained personnel use the Products. Purchaser is solely responsible for clinical decisions based on any reports, data outputs, or analytics generated by the Products.

## 7. Intellectual Property and Proprietary Materials

Seller retains all right, title, and interest in and to the Products and all related Proprietary Materials (designs, reports, software, etc.). No delivery of Products transfers ownership of Seller's intellectual property. Purchaser shall not reverse engineer, decompile, disassemble, copy, or create derivative works from the Products or Proprietary Materials.

**8. Confidentiality**

Any non-public business, technical, pricing, operational, or product information disclosed by Seller shall be deemed confidential information. Purchaser shall protect Seller's confidential information with at least reasonable care, use it only for the purpose of the applicable transaction, and not disclose it to third parties except to Purchaser's personnel and advisors who have a need to know and are bound by confidentiality obligations.

**9. HIPAA Compliance and Data Security**

Veracron acts as a Business Associate to the Purchaser. The Veracron Business Associate Agreement is hereby incorporated by reference. Access to the data repository is governed by the SharePoint Guest Access Terms. Purchaser must maintain credential confidentiality. Veracron will notify Purchaser of any Breach of PHI no later than 15 business days after discovery.

**10. Warranty Exclusions and Disclaimer**

The limited warranty does not cover damage caused by misuse, abuse, accident, neglect, unauthorized modification, improper storage, or normal wear and tear. Except for the limited warranty expressly stated in the applicable Order, the Products are provided "as is" and Seller disclaims all other warranties, including implied warranties of merchantability and fitness for a particular purpose.

**11. Limitation of Liability**

To the maximum extent permitted by law, Seller's aggregate liability shall not exceed the amounts actually paid by Purchaser for the specific Order giving rise to the claim during the twelve (12) months preceding the event. In no event shall Seller be liable for any indirect, incidental, consequential, exemplary, special, or punitive damages, or for any loss of profits, revenue, or data. Seller disclaims all liability for physical harm or injury to the Clinician or Patient arising from the use of the Veracron data collection kit.

**12. Indemnification**

Purchaser shall defend, indemnify, and hold harmless Seller and its affiliates, and their respective managers, members, officers, employees, agents, successors, and assigns, from and against third-party claims, damages, liabilities, losses, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to Purchaser's misuse of the Products, Purchaser's breach of these Terms, Purchaser's violation of law, Purchaser-provided specifications, or Purchaser's negligent or wrongful acts or omissions.

**13. Force Majeure**

Seller shall not be liable for any delay or failure to perform caused by events beyond Seller's reasonable control, including acts of God, natural disasters, disease outbreak, public health emergency, war, cyberattack, labor dispute, transportation interruption, or supplier failure. Delivery and performance dates shall be extended for a commercially reasonable period.

**14. Governing Law and Mandatory Venue**

These Terms and all related legal relations shall be governed by the laws of the **State of Michigan**. Any legal action or lawsuit arising out of or relating to this agreement or the use of the Products **shall be brought exclusively in the state or federal courts located in Michigan**.

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**Acknowledgement**

Acceptance of a Veracron Quote, issuance of a Purchase Order, payment of an invoice, and/or electronic acceptance of the SharePoint guest invitation constitutes a binding agreement to these Terms.