

# TERMS & CONDITIONS

For purposes of these Terms & Conditions, “affiliates” shall mean any entity or person, directly or indirectly, owning a controlling interest in, owned by, or under common ownership control with, Physician Choice for Weight Loss Inc. The term “Mobile App” shall refer to ‘Slice’ (hereinafter defined).

‘Slice’ refers to the ‘mobile app’ (“Slice,”) respects your privacy. This Privacy Policy governs how we handle the personal data (“personal information,” “your data,” “your information,” or information “from” or “about” you) that we collect online (e.g., through our mobile app) and offline (e.g., through customer support channels) (collectively, the “Services”). It explains the types of personal data we collect and process, how we may use and share that data, and the choices that are available to you with respect to our handling of your data.

By accessing the Services on any computer, mobile phone, tablet, or other device, you agree to the terms of this Privacy Policy. If you do not agree to the Privacy Policy, please do not use the Services.

We may modify this Privacy Policy at any time, and will post the current version on the mobile app with the date it was last revised. If we make any material changes, we will provide you with additional notice. We encourage you to periodically review our Privacy Policy to stay informed about how we are using the data we collect. You will be deemed to have accepted the changes in any revised Privacy Policy by your continued use of the Services after the date such revised Privacy Policy is posted.

## 1. How do we collect data?

- The information you provide us. In the process of using this product, body measurement will be obtained through formulas, user’s height/gender/age/weight will be calculated as one of the physical parameters. Therefore, when you registered the App account, the birthday, height, gender and other body related data you submitted will be applied to the calculation of body fat rate/muscle volume/metabolic rate, etc. We ensure that it will not be used for other purposes and always assure that the information required is minimized.
- We obtain your information when you use the services. Your phone number will be used as the login account name. If you have any enquiries in the process of use, you can put forward in the App feedback. We will send the answer to your mailbox, and therefore, you will get technical support service from us through your mailbox. We will ensure that your phone number will not be used for other purposes or shared to third parties.

## 2. Use of Personal Information

We collect information to provide better services to all users, and the information collected is used to provide, maintain, protect and improve our services. The personal information will be used mainly for the following purposes:

- (1) Complete your request for a particular service or product.
- (2) Provide you with the Mobile App software or particular service, product or information of the third parties (such as the partner of this Mobile App software) via email, you may also unsubscribe if you wish to stop receiving emails from us.
- (3) To produce statistics of users data for this application (such as number of users, composition, interest, performance, etc.) to provide better services and products to the users, or disclose such statistics to the third parties for a certain legal purpose. This kind of statistics is the whole information of the user group rather than individual information.

## 3. The Sharing and Disclosure of Personal Information

This Mobile App software will use your personal information to provide an individualized program to

optimize your program. Your personal information will not be provided to unrelated third parties without your permission.

In the following circumstances, we will provide your personal information to the relevant third parties:

- (1) In accordance with the laws and regulations or the mandatory provisions of the government, we must provide your personal information to the relevant judicial or government departments.
- (2) In order to prevent the legitimate rights and interests of others or social and public interests are seriously endangered.
- (3) In order to prevent your legitimate rights and interests from serious harm.
- (4) We find that your actions are in violation of the terms of service of this Mobile App or any user guide of a particular service or product, or posing a major hazard to the legitimate rights and interests of the Mobile App software.

#### 4. User Rights

You can query, supplement or correct or ask to delete your personal information in this application account at any time by using the registered user name and password of your application. Your account in this application can be deleted, but this will prevent you from being able to log in to the App or use any other services of the App.

#### 5. Information Security

Your account information and files are protected by a verification code sent to you on sign in, please keep your information safe. This Mobile App will ensure your information is not lost, abused and fabricated through security measures. Only you personally have the right to access your personal information. We recommend not to disclose your verification code to anyone else. We will not take the initiative of calling or emailing you to ask your verification code. No absolute security can be ensured for any data transmission through internet or wireless networks. So while we do our best to protect your personal information, we cannot guarantee the security of information you transmit to us or the security of information of online products or services we send online. You shall take risks by yourself when you make the said action. As soon as we receive the information you send to us, we will do our utmost to ensure the security of our system.

#### 6. Disclaimer

We do not have to bear any responsibility in the following circumstances:

- (1) Any disclosure of personal information made in accordance with the laws, regulations or mandatory provisions of the government.
- (2) The disclosure of any personal information resulting from the fact that you shared your security code or a registered account with others.
- (3) The personal information being disclosed, lost, stolen or tampered by any force majeure caused by hacker attack, computer virus invasion or attack, temporary closure caused by government control and others that affect the normal operation of the network.

#### 7. Health and Goal Setting Information

- (1) Mobile App will use the weight data (weight/body fat/bmi/lean body mass) after each weighing to update goals.
- (2) Due to the importance of the privacy of your health data the Mobile App will prompt you to authorize the sharing of your data if there is an added support system necessary to improve the mobile apps functioning.

## 8. Facebook

(1) We use the public profile information returned by facebook as the app login credentials through user click authorization.

(2) The app also provides a way to delete accounts created by the user using facebook authorization. The user has the right to delete the account created and the data in the account. You can delete your account in "Account management".

You can follow the steps in the link below to delete your account: [click here](#).

## 9. Health and Medical Disclaimer

WE DO NOT PROVIDE PROFESSIONAL MEDICAL SERVICES OR ADVICE. THE SERVICES PROVIDED BY THE WEBSITE AND/OR MOBILE APP DO NOT CONTAIN OR CONSTITUTE, AND SHOULD NOT BE INTERPRETED AS, MEDICAL ADVICE OR OPINION. NO DOCTOR-PATIENT RELATIONSHIP IS CREATED. USE OF THE SERVICES IS NOT FOR MEDICAL EMERGENCIES. IF YOU THINK YOU HAVE A MEDICAL EMERGENCY, CALL 911.

## 10. Amendments and Interpretations of this Privacy Statement

This privacy statement may be amended at irregular intervals. We will notify you by sending you email or system message before the amendment comes into effect. In this case, if you continue to use our service, it is deemed that you agree to be bound by the revised Privacy Policy. The right of revision and final interpretation of the privacy statement shall be owned by Physicians' Choice for Weight Loss Inc.

## 11. INTELLECTUAL PROPERTY

a. Software. You acknowledge and agree that the Services and all intellectual property rights associated therewith are, and shall remain, the property of Physicians' Choice for Weight Loss Inc. (and, where applicable, its licensors). Furthermore, you acknowledge and agree that the source and object code of the Website and/or Mobile App and the format, directories, queries, algorithms, structure and organization of the Website and/or Mobile App are the intellectual property and proprietary and confidential information of Physicians' Choice for Weight Loss Inc. and its affiliates, licensors and suppliers. Except as expressly stated in these Terms & Conditions, you are not granted any intellectual property rights in or to the Services by implication, estoppel or other legal theory, and all rights in and to the Services not expressly granted in these Terms & Conditions are hereby reserved and retained by Physicians' Choice for Weight Loss Inc..

b. Trademarks. Physicians' Choice for Weight Loss Inc., Slice logo (collectively, the "Physicians' Choice for Weight Loss Inc. Marks") are trademarks or registered trademarks of Physicians' Choice for Weight Loss Inc., Inc. Other trademarks, service marks, graphics, logos and domain names appearing on the Website, Mobile App or in other Content provided to you may be the trademarks of third-parties. Neither your use of the Services, nor these Terms & Conditions, grant you any right, title or interest in or to, or any license to reproduce or otherwise use, the Physicians' Choice for Weight Loss Inc. Marks or any third-party trademarks, service marks, graphics, logos or domain names. You agree that any goodwill in the Physicians' Choice for Weight Loss Inc. Marks generated as a result of your use of the Services will inure to the benefit of Physicians' Choice for Weight Loss Inc., and you agree to assign, and hereby do assign, all such goodwill to Physicians' Choice for Weight Loss Inc.. You shall not at any time, nor shall you assist others to, challenge Physicians' Choice for Weight Loss Inc. right, title, or interest in or to, or the validity of, the Physicians' Choice for Weight Loss Inc. Marks.

c. Copyrighted Materials; Copyright Notice. All content and other materials available through the Services, including without limitation the Slice logo, design, text, graphics, and other files, and the selection, arrangement and organization thereof, are either owned by Physicians' Choice for Weight

Loss Inc. or are the property of Physicians' Choice for Weight Loss Inc.'s licensors and suppliers. Except as explicitly provided, neither your use of the Services nor these Terms & Conditions grant you any right, title or interest in or to any such content or materials.

d. Copyright Complaints. We respect the intellectual property of others, and we ask our users to do the same. We may, in appropriate circumstances and in our discretion, terminate the rights of any user to use our Services (or any part thereof) who infringes the intellectual property rights of others. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you have evidence, know, or have a good faith belief that your work has been copied in a way that constitutes copyright infringement or are aware of someone doing so, please contact us and include the following information:

(i) a physical or electronic signature of the owner of the copyright or a person authorized to act on behalf of the owner;

(ii) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on the Website and/or Mobile App are covered by a single notification, a representative list of such works);

(iii) identification of the material that is claimed to be infringing or the subject of infringing activity,

This App privacy policy was updated on August , 2023