



NERIVIO REBATE PROGRAM TERMS AND CONDITIONS

Theranica Bio-Electronics Ltd. (“**Theranica**”, “**we**”, “**us**”, “**our**”) is excited to offer NERIVIO users (“**user(s)**”, “**you**”) the Nerivio Migraine Awareness Month Rebate Program, (the “**Program**”).

Please read the following terms and conditions governing the Program (the “**Terms**”). By participating in the Program, you signify your consent to these Terms. These Terms are subject to the End User License Agreement and Privacy Policy found in the NERIVIO App, and any capitalized terms not defined herein shall have the meaning ascribed to them in the End User License Agreement or Privacy Policy, as applicable. In the event of any conflict or inconsistency between these Terms and the End User License Agreement, the End User License Agreement shall prevail. If you do not agree to all the terms, or if you are not eligible or authorized to enter these Terms, then do not access, or participate in the Program.

1. Eligibility.

You must be at least 18 years of age to enroll in the Program. If you do not so qualify, you are prohibited from accessing and registering for the Program. Theranica will not knowingly collect personally identifiable information from any person that is known to us to be a child under the age of 18. Theranica may refuse to offer or continue offering the Program to any person or entity and may change its eligibility criteria from time to time.

2. Rebate Program.

Theranica wishes to support the community of people living with migraine by offering a special Migraine Awareness Month \$50 rebate on all new prescriptions of Nerivio dispensed during the month of June 2020. The rebate will be granted to all newly prescribed patients, regardless of their health insurance program. This rebate is offered to all customers on equal terms, regardless of health insurance status. Nerivio is currently not covered by any insurance, including any federal health care program. This offer is being made and not tied to the provision of any other items or services reimbursed by a federal health care program. Each Nerivio device provides 12 treatments of 45 minutes duration and an individual is eligible to request the \$50 rebate after completing eight 45-minute treatments with the user’s Nerivio unit.

In order to claim the rebate, eligible patients may send an email to Nerivio Cares (Support@Nerivio.com) to request the rebate. Please use the same email address used to sign up for the Nerivio app, and simply ask for the rebate. All claims must be submitted by Dec. 31, 2020 to be eligible for the \$50 rebate. Theranica wants to ensure every person living with migraine disease receives the maximum benefit from their Nerivio device. Feedback from thousands of people using Nerivio has determined that the highest level of satisfaction is achieved with 8 or more treatments. Therefore, these are the parameters for the rebate program.

3. Participation in Promotions by Vendors.

Any dealings of users with vendors who may accept Coupons (each, a “**Vendor**”), or participation in promotions, including the delivery of and the payment for goods and services related to the Coupons, and any other terms, conditions, warranties, or representations associated with such dealings or promotions, are solely between you and the applicable Vendor. Theranica is not responsible or liable for any part of any such dealings or promotions.

4. Right to use Responses.

Theranica has all right, title and interest in any, submission, and/or responses to the questionnaires by any user of the app (“**Responses**”). By submitting Responses in the app, each user hereby represents and warrants that (i) the Responses do not infringe the rights, including, but not limited to, intellectual property and/or privacy rights, of any third party, and (ii) that use of the Responses by Theranica will not infringe or violate the rights of any third party.

5. Disclaimer

THE PROGRAM IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE", AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. THERANICA HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

6. Limitation of Liability

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THERANICA FOR ANY DAMAGES ARISING UNDER THESE TERMS OR OUT OF YOUR USE OF, OR INABILITY TO USE, THE PROGRAM EXCEED THE TOTAL AMOUNT OF FEES, IF ANY, PAID BY YOU TO THERANICA FOR USING THE APP DURING THE THREE (3) MONTHS PRIOR TO BRINGING THE CLAIM.

IN NO EVENT SHALL THERANICA NOR ANY OF ITS RESPECTIVE AFFILIATES, CONTRACTORS, EMPLOYEES, SHAREHOLDERS, MEMBERS, PARTNERS, LICENSORS AND SUPPLIERS BE LIABLE CONCERNING ANY SUBJECT MATTER RELATED TO THE PROGRAM, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (A) MATTER BEYOND ITS REASONABLE CONTROL, (B) LOSS OR INACCURACY OF DATA, LOSS OR INTERRUPTION OF USE, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, (C) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, LOSS OF BUSINESS, REVENUES, PROFITS OR GOODWILL, EVEN IF THERANICA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THESE TERMS AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

7. Indemnification.

You agree to defend, indemnify and hold harmless us and our affiliates, and our respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from (i) your use of, or inability to use, the Program and/or a coupon, (ii) any transaction with any Vendor, and (iii) your violation of these Terms.

8. Privacy

You hereby acknowledge that in participating in the Program, you may provide us with personal data. You hereby authorize us to process any personal data which you decide to provide us while participating in the Program, in accordance with our End User License Agreement and Privacy Policy available in the app. You hereby warrant that you will not provide us with any personal data of a third party, and/or any information which relates to any other identified or identifiable person.

9. Changes

Theranica reserves the right, at its sole discretion, to modify or replace these Terms, or discontinue the Program, in whole or in part, at any time and at its sole discretion. Theranica will use reasonable efforts to notify you of any material change at least ten (10) days in advance of the effective date of any change. Continued participation in the Program following such notice of any change to these Terms constitutes your acceptance of those changes.

10. Termination.

Theranica may terminate your participation in all or any part of the Program at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate your registration and account, you can do so by sending an email directly to Theranica customer support at support@theranica.com or info@theranica.com. Any provision included in these Terms that by its nature should survive termination of these Terms, shall do so.

Last Update: May 2020

Nerivio is indicated for acute treatment of migraine with or without aura in patients 18 years of age or older who do not have chronic migraine. It is a prescription use, self-administered device for use in the home environment at the onset of migraine headache or aura.

Important Safety Information - Nerivio should not be used by people with congestive heart failure, severe cardiac or cerebrovascular disease, uncontrolled epilepsy, or active implantable medical devices. It should only be applied over dry, healthy skin with normal physical sensation and no metallic implants. Nerivio™ has not been evaluated in pregnancy.