

QCORE PATIENT SOFTWARE TERMS OF USE

1 APPLICATION OF TERMS

- 1.1 These Terms apply to your use of the Patient Software (as that term is defined below).
- 1.2 You must be at least 18 years of age to use the Patient Software.
- 1.3 If you do not agree to these Terms, or you are under 18 years of age, you are not authorised to access and use the Patient Software, and you must immediately stop doing so.
- 1.4 **These Terms include an arbitration clause and a class action waiver that will impact any dispute resolution or claims under or in connection with these Terms. Please see clause 13 (Dispute Resolution, Binding Arbitration and Class Action Waiver) below for further details.**

2 CHANGES

- 2.1 Subject to clause 2.3:
 - a we may change these Terms at any time by notifying you of the change via the Patient Software; and
 - b unless stated otherwise, any change takes effect from the date set out in the notice.
- 2.2 You are responsible for ensuring you are familiar with the latest Terms.
- 2.3 If you do not agree to a change to these Terms, you may terminate these Terms and your right to use the Patient Software by deleting the Patient Software from your device. If you do not exercise your termination right under this clause, and you continue to use the Patient Software from the date on which the Terms are changed, you agree to be bound by the changed Terms.
- 2.4 **These Terms were last updated on 16 July 2026.**

3 DEFINITIONS

In these Terms:

Access Credentials means any access credentials that allow you to access certain parts of the Patient Software.

Apple means Apple Inc. and its subsidiaries.

Data means all data, content, and information (including personal information) that you input into the Patient Software, that is collected in the course of your use of the Patient Software or that you allow the Patient Software to access.

including and similar words do not imply any limit.

Loss includes loss of profits, savings, revenue or data, and any other claim, damage, loss, liability and cost.

Objectionable includes being objectionable, defamatory, obscene, harassing, threatening, harmful, or unlawful in any way.

Patient Software means the QCore mobile application.

Personal information means information about an identifiable, living person.

Privacy Notice means our privacy notice at [Patient Privacy Notice](#).

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Terms means these terms of use titled *QCore Patient Software Terms of Use*.

Underlying System means any network, system, software, data or material that underlies or is connected to the Patient Software.

We, us or our means TrueSilence Therapeutics Inc., a Delaware corporation.

4 PROVISION OF THE APP

- 4.1 Our provision of the Patient Software to you is non-exclusive. Nothing in these Terms prevents us from providing the Patient Software to any other person.
- 4.2 It is possible that on occasion the Patient Software may be unavailable to permit maintenance or other development activity to take place, or due to events outside our control.

5 YOUR OBLIGATIONS

- 5.1 You must:
 - a use the Patient Software in accordance with these Terms solely for your own, personal, lawful, non-commercial purposes; and
 - b not resell or make available the Patient Software to any third party, or otherwise commercially exploit the Patient Software.
- 5.2 You must not copy, reproduce, translate, decompile, disassemble, reverse engineer, resell, modify, vary, sub-licence or otherwise deal in the Patient Software except to the extent expressly permitted by law.
- 5.3 You must keep your Access Credentials secure and:
 - a not permit any other person to use your Access Credentials, including not disclosing or providing them to any other person; and
 - b immediately notify us if you become aware of any disclosure or unauthorised use of your Access Credentials, by sending an email to team@gettruesilence.com.
- 5.4 You must not act in a way, or use or introduce anything (including any virus, worm, Trojan horse, timebomb, keystroke logger, spyware or other similar feature) that in any way compromises, or may compromise, the Patient Software or any Underlying System, or otherwise attempt to damage or interfere with the Patient Software or any Underlying System.
- 5.5 When using the Patient Software, you must:
 - a not impersonate another person or misrepresent authorisation to act on behalf of others or us;
 - b not attempt to view, access or copy any material or data other than:
 - i that which you are authorised to access; and
 - ii to the extent necessary for you to use the Patient Software in accordance with these Terms; and
 - c neither use the Patient Software in a manner, nor input any Data, that breaches any third party right (including Intellectual Property Rights and privacy rights) or is unlawful in any way.
- 5.6 To the maximum extent permitted by law and subject to clause 10.3, you indemnify us against all Loss we suffer or incur as a direct or indirect result of your failure to comply with these Terms, including any failure of a person who accesses and uses our Patient Software by using your Access Credentials.

6 IOS FLOW THROUGH TERMS

- 6.1 This clause 6 applies if you download, install, access or use an iOS version of an Patient Software (i.e. an Patient Software for use with iPhones, iPads and other Apple devices).
- 6.2 We and you acknowledge that these Terms are concluded between us you, and not with Apple, and we, not Apple, are solely responsible for the Patient Software and the content thereof. Nothing in these Terms limits or supersedes the Apple Media Services Terms and Conditions or the Volume Content Terms (available at <http://www.apple.com/legal/internet-services/itunes/us/terms.html>).
- 6.3 The licence granted to you for the Patient Software is limited to a non-transferable licence to use the Patient Software on any Apple-branded Products that you own or control and as permitted by the usage rules set forth in the Apple Media Services Terms and Conditions.
- 6.4 We are solely responsible for providing any maintenance and support services with respect to the Patient Software, as specified in these Terms or as required under applicable law. We and you acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Patient Software.
- 6.5 We are solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the Patient Software to conform to any applicable warranty:
- a you may notify Apple, and Apple will refund the purchase price for the Patient Software to you; and
 - b to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Patient Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be our sole responsibility.
- 6.6 We and you acknowledge that we, not Apple, are responsible for addressing any of your claims or any third party claims relating to the Patient Software or your possession and/or use of that Patient Software, including, but not limited to:
- a product liability claims;
 - b any claim that the Patient Software fails to conform to any applicable legal or regulatory requirement; and
 - c claims arising under consumer protection, privacy or similar legislation.
- 6.7 We and you acknowledge that nothing in these Terms limits our liability to you beyond what is permitted by applicable law.
- 6.8 We and you acknowledge that, in the event of any third-party claim that the Patient Software or your possession and use of that Patient Software infringes that third party's intellectual property rights, we, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- 6.9 You represent and warrant that:
- a you are not located in a region that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" region; and
 - b you are not listed on any U.S. Government list of prohibited or restricted parties.
- 6.10 You must comply with applicable third-party terms of agreement when using the Patient Software.

6.11 We and you acknowledge and agree that:

- a Apple, and Apple's subsidiaries are third-party beneficiaries of these Terms; and
- b upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof.

6.12 Questions, complaints or claims with respect to the Patient Software should be directed to:

TrueSilence Therapeutics Inc.

Email: team@gettruesilence.com

7 DATA

7.1 Title to, and all Intellectual Property Rights in, the Data (as between the parties) remains your property. You grant us a worldwide, non-exclusive, fully paid up, transferable, irrevocable licence to use, store, copy, modify, make available and communicate the Data for the purpose of the exercise of our rights and performance of our obligations in accordance with these Terms.

7.2 You acknowledge and agree that:

- a subject to our Privacy Notice, we may:
 - i use Data and information about your use of the Patient Software to generate anonymised and aggregated statistical and analytical data (**Analytical Data**);
 - ii use Analytical Data as set out in Privacy Notice; and
 - iii supply Analytical Data to third parties as set out in our Privacy Notice;
- b our rights under clause 7.2a ii and iii above will survive termination or expiry of these Terms; and
- c title to, and all Intellectual Property Rights in, Analytical Data is and remains our property.

7.3 In collecting, holding and processing Data, we will comply with our Privacy Notice and applicable privacy and data protection laws.

7.4 You agree that we may store Data (including any personal information) in secure servers in the United States and Australia and may access that Data (including any personal information) in the United States, Australia and New Zealand from time to time.

8 INTELLECTUAL PROPERTY

8.1 We (and our licensors) own all proprietary and intellectual property rights in the Patient Software (including all information, data, text, graphics, artwork, photographs, logos, icons, sound recordings, videos and look and feel) and the Underlying Systems.

8.2 You must not copy, reproduce, adapt, translate, reverse-engineer or make derivative works from the whole or any part of the Patient Software or the Underlying Systems.

8.3 If you provide us with ideas, comments or suggestions relating to the Patient Software or Underlying Systems (together **feedback**):

- a all Intellectual Property Rights in that feedback, and anything created as a result of that feedback (including new material, enhancements, modifications or derivative works), are owned solely by us; and
- b we may use or disclose the feedback for any purpose (on an anonymised basis).

9 DISCLAIMERS

- 9.1 We make no representation or warranty concerning the quality of the Patient Software, and we do not promise that the Patient Software will be error-free, bug-free, or will operate without interruption.
- 9.2 To the extent permitted by law, we and our licensors have no liability or responsibility to you or any other person for any Loss in connection with:
- a the Patient Software being unavailable (in whole or in part) or performing slowly;
 - b any error in, or omission from, any information made available through the Patient Software; and
 - c any exposure to viruses or other forms of interference which may damage your computer and mobile phone systems or expose you to fraud when you access or use the Patient Software. To avoid doubt, you are responsible for ensuring the process by which you access and use the Patient Software protects you from this.
- 9.3 **To the maximum extent permitted by law, all conditions, guarantees and warranties whether expressed or implied by statute or otherwise in connection with these Terms, or in connection with the Patient Software, your access and use of (or inability to access or use) the Patient Software (including any warranty of merchantability, fitness for a particular purpose or non-infringement) are expressly excluded.**

10 LIABILITY

- 10.1 **To the maximum extent permitted by law:**
- a **you access and use the Patient Software at your own risk;**
 - b **we are not liable or responsible to you or any other person for any Loss in connection with these Terms, the Patient Software, or your access and use of (or inability to access or use) the Patient Software. This exclusion applies regardless of whether our liability or responsibility arises in contract, tort (including negligence), equity, breach of statutory duty, or otherwise; and**
 - c **to the extent clauses 10.1a and 10.1b do not apply or do not limit or exclude any liability our total liability to you for all other claims under or in connection with these Terms, or in connection with the Patient Software, or your access and use of (or inability to access or use) the Patient Software, must not exceed the sum of the amount paid by you for the earphones purchased by you for use with the Patient Software and any amount paid by you for your right to access or use the Patient Software.**
- 10.2 We are not liable to you for any:
- a loss of profit, revenue, savings, business and/or goodwill; or
 - b consequential, indirect, incidental or special damage or loss of any kind.
- 10.3 Neither party will be responsible, liable, or held to be in breach of these Terms for any failure to perform its obligations under these Terms or otherwise, to the extent that the failure is caused by the other party failing to comply with its obligations under these Terms, or by the negligence or misconduct of the other party or its personnel.
- 10.4 Except to the extent permitted by law, nothing in these Terms has the effect of contracting out of any consumer protection law that cannot be excluded, or limiting any liability that cannot be limited or excluded under applicable law. To the extent our liability cannot be excluded but can be limited our liability is limited as set out in clause 10.1c.

11 PRIVACY

We will comply with our Privacy Notice, applicable privacy and data protection laws and (if applicable to you) our Privacy Policy. Our Privacy Policy is available at [Website Privacy Policy](#).

12 SUSPENSION AND TERMINATION

- 12.1 You may terminate these Terms and your right to use the Patient Software at any time by deleting the Patient Software from your device.
- 12.2 Without prejudice to any other right or remedy available to us, if we consider that you have breached these Terms or we otherwise consider it appropriate, we may immediately, and without notice, suspend or terminate your access to the Patient Software (or any part of it).
- 12.3 Termination of these Terms does not affect either party's rights and obligations that accrued before that termination.
- 12.4 To the maximum extent permitted by law, no compensation is payable by us to you as a result of termination of these Terms for whatever reason.

13 DISPUTES, ARBITRATION AND CLASS ACTION WAIVER

- 13.1 **If a dispute or claim arises out of or relates to these Terms or your use of the Patient Software, the dispute must be determined by arbitration in accordance with this clause 13, except:**
 - a **that you may assert claims in small claims court if your claims qualify; and**
 - b **if you reside in New Zealand, in which case clause 14.2 applies.**
- 13.2 Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator or arbitrators instead of a judge or jury, and court review of an arbitration award is more limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages). An arbitrator must also apply the terms of these Terms as a court would.
- 13.3 **Both parties agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.** Unless both parties otherwise agree, an arbitrator may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative or class proceeding. An arbitrator may award relief (including monetary, injunctive and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claims.
- 13.4 If a court decides that any of the limitations in clause 13.3 are not enforceable under applicable law in relation to a particular claim or a particular request for a remedy (such as a request for injunctive relief), then that claim or that remedy request (and only that claim or remedy request) must be severed from the arbitration and may be brought in court, subject to both party's rights to appeal the court's decision. All other claims and remedy requests will be arbitrated in accordance with this clause 13.
- 13.5 To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your dispute or claim to us at our address for notices as set out below. We will send any notice commencing arbitration to you to the physical address we have on file associated with your account and it is your responsibility to keep your physical address up to date.
- 13.6 Our address for notices is:

Contact Name: Dr. Grant Searchfield

Address: 65 Tuparekura Road, South Head, Auckland 0874, New Zealand

Email address: team@gettruesilence.com

- 13.7 The arbitration will be conducted by the American Arbitration Association (**AAA**) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879.
- 13.8 Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will, at your request, reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines your claims are frivolous. We will not seek attorneys' fees and costs in arbitration unless the arbitrator determines your claims are frivolous.
- 13.9 You may choose to have the arbitration conducted in person in your hometown or the county where you live or at another mutually agreed location. Either party may attend by telephone or via another mutually agreed electronic means (e.g., by video-conference), unless the arbitrator requires otherwise.
- 13.10 **If for any reason a claim proceeds in court rather than in arbitration, both parties agree to waive any right to a jury trial to the fullest extent permitted by law.**

14 GOVERNING LAW

- 14.1 Subject to clause 14.2, these Terms, and any dispute relating to these Terms or the Patient Software, are governed by and must be interpreted in accordance with the Federal Arbitration Act, applicable federal law, and the laws of the State of New York, without reference to its conflicts of laws provisions.
- 14.2 If you reside in New Zealand:
- a these Terms are governed by, and must be interpreted in accordance with, the laws of New Zealand; and
 - b each party submits to the non-exclusive jurisdiction of the courts of New Zealand in relation to any dispute connected with these Terms or the Patient Software (including the Disputes Tribunal, if your claim is for up to NZD 30,000 and otherwise within the jurisdiction of the Disputes Tribunal).

15 GENERAL

- 15.1 We will not be liable to you for any failure to perform our obligations under the Terms to the extent caused by an event that is beyond our reasonable control.
- 15.2 If we need to contact you, we may do so by email or by posting a notice on the Patient Software. You agree that this satisfies all legal requirements in relation to written communications.
- 15.3 A reference to you or us includes a reference to that party's executors, administrators, successors and permitted assigns.
- 15.4 For us to waive a right under these Terms, the waiver must be in writing.
- 15.5 Clauses which, by their nature, are intended to survive termination of these Terms, including clauses 5.6, 8, 9, 10 and 13, continue in force.
- 15.6 If any part or provision of these Terms is or becomes illegal, unenforceable, or invalid, that part or provision is deemed to be modified to the extent required to remedy the illegality, unenforceability or invalidity. If a modification is not possible, the part or provision must be treated for all purposes as severed from these Terms. The remainder of these Terms will be binding on you.
- 15.7 These Terms set out everything agreed by the parties relating to your use of the Patient Software and supersede and cancel anything discussed, exchanged or agreed prior to you agreeing to these Terms. The parties have not relied on any representation, warranty or agreement relating to the Patient Software that is not expressly set out in the Terms, and no

such representation, warranty or agreement has any effect from the date you agreed to these Terms. The parties agree that it is fair and reasonable that the parties are bound by this clause 15.7.