

## **CoughDrop 2024.03.04 License Agreement**

PLEASE READ THE FOLLOWING CAREFULLY.

This TERMS OF USE AND LICENSE AGREEMENT (this “Agreement”) is a legal agreement between you (either an individual or an entity) and CoughDrop, Inc. (“CoughDrop,” “we” or “us”). This Agreement applies to and governs your use of and access to CoughDrop’s website located at [mycoughdrop.com](https://mycoughdrop.com) (the “Site”) and CoughDrop’s product, including associated parts, components and software and whether accessed via an Internet browser, smartphone, tablet or other mobile device (the “Product”). The CoughDrop Privacy Policy (available at <https://app.mycoughdrop.com/privacy>) is incorporated herein by reference and governs your access to and use of the Site and the Product.

BY ACCESSING THE SITE AND/OR DOWNLOADING, INSTALLING, ACCESSING OR USING THE PRODUCT IN ANY MANNER, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT ACCESS THE SITE OR DOWNLOAD, INSTALL, ACCESS OR USE THE PRODUCT.

Your use of certain pages, content or services within the Site or the Product may be subject to additional terms and conditions. Before being given access to such pages, content or services, you will be asked to indicate whether you agree to be bound by the additional terms and conditions. If you do not agree to be bound by such additional terms and conditions, you may not access or use such pages, content or services.

Modification of the Agreement. CoughDrop reserves the right, in its sole discretion, to change, modify, add, or remove portions of the Site or the Product, or to change, modify, add, or remove portions of this Agreement at any time by making such modified Agreement available to you. The Agreement will be identified as of the most recent date of revision at the beginning of this Agreement and will be effective immediately upon being made available to you, except in the event any such modification materially alters your rights hereunder, we will attempt to notify you directly by sending a message to the email address that you provided to us. Your use of the Site or the Product after modifications to the Agreement become effective constitutes your binding acceptance of such changes. In such case of a material modification, you will be required to affirmatively agree to such modified Agreement. If you are dissatisfied with the terms of the Agreement or any modifications thereof, then you agree that your sole and exclusive remedy is to discontinue any use of the Site and/or Product.

Registration. You must register with us to subscribe to use of the Product. As part of the registration process, you will be asked to select a password and a valid and verifiable email address. You must provide us with accurate, complete, and updated registration

information. Failure to do so will constitute a breach of this Agreement. You understand that you may not: (a) impersonate another person; (b) use the username or password of any person other than yourself without authorization; or (c) use a username that we, in our sole discretion, deem offensive.

You must treat your username and/or password as confidential, and you must not disclose it to any third party. You are responsible for all activities on the Site or in connection with the Product that occur under your username or password, if any. You agree to immediately notify CoughDrop of any unauthorized use of your username or password or any other breach of security.

Availability; Changes. We employ reasonable measures to try to provide you with access to the Site and Product 24/7. However, there will be occasions when the Site and/or the Product will be interrupted for maintenance, upgrades for emergency repairs or due to the failure of telecommunications links or equipment or other circumstances that are beyond our control. We will take reasonable steps when possible to minimize such disruption. From time to time, and without notice to you, CoughDrop may add or delete certain features or functions from the Site and/or the Product. CoughDrop reserves the right to suspend or discontinue (temporarily or permanently), the Site, the Product or any portion thereof. You agree that CoughDrop shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site, Product, or any features or functions thereof.

Limited License. Subject to the terms and conditions of this Agreement, CoughDrop hereby grants you during the term of this Agreement a worldwide, limited, revocable, non-sublicensable, non-transferable, nonexclusive license to access and use the Site and download, install, access and/or use the Product on an Internet browser or device (mobile or otherwise) controlled or owned by you (the "License").

Notwithstanding the foregoing, you may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works of, exploit, or distribute in any manner or medium (including by email or other electronic means) any software, content, visual interfaces, interactive features, information, graphics, images, audio clips, text, design, compilation, computer code or other elements of the Site or the Product that are owned or licensed by CoughDrop from third-party licensors (collectively, the "CoughDrop Materials"), unless expressly authorized by CoughDrop. However, from time to time you may download and/or print one copy of certain items available free on the Site and/or Product for your own personal, non-commercial use; provided that you do not modify or delete any copyright, trademark or other proprietary notices that appear in the content.

Use Restrictions. By registering for an account with CoughDrop, you represent that you are at least 18 years old. You agree to comply with all applicable laws and contractual obligations when you use the Site and/or the Product. Without limiting the foregoing, you agree not to:

(a) sublicense, rent, lease, or otherwise transfer or permit any use by another of the Product or use the Product to benefit any third party except as expressly provided herein;

(b) reverse engineer, decompile, or disassemble the Site or Product for any purpose, nor shall you attempt to create the source code from the object code for the Product or defeat any software key used to activate the Product;

(c) remove or alter any proprietary notice on the Site or the Product;

(d) “harvest” or collect information from the Site or Product using an automated software tool or manually on a mass basis, unless we have given you separate written permission to do so. This includes, for example, information about other users of the Site and/or Product and information about the offerings, products, services, and promotions available on the Site and/or Product;

(e) use automated means to access the Site or Product, or gain unauthorized access to the Site or Product or to any account or computer system connected to the Site or Product;

(f) obtain, or attempt to obtain, access to areas of the Site, Product or our systems that are not intended for access by you;

(g) “flood” the Site or Product with requests or otherwise overburden, disrupt, or harm the Site, Product or our systems;

(h) restrict or inhibit other users from using or enjoying the Site or Product;

(i) submit, post, upload, link to, transmit to other users or otherwise make available (collectively, “submit”) content (including any User-Generated Content, as defined below) on or through the Site or the Product that:

(i) infringes any intellectual property right (such as copyrights) or other rights of CoughDrop or a third party;

(ii) divulges another person’s or entity’s confidential or private information or trade secret;

(iii) is fraudulent, threatening, harassing, abusive, obscene, or discriminatory;

(iv) is unlawful (including any content that is unlawful for you to possess, post or upload in the country in which you are resident, or with respect to which it would be unlawful for CoughDrop to use or possess in connection with the Site or the Product);

(v) encourages criminal conduct; or

(vi) contains any virus, malware, spyware, or other harmful content or code; or

(j) use the Site or the Product in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement.

**Payment Terms.** Your subscription to the Product renews automatically for the same term selected upon initial payment (for month-to-month and annual subscriptions). You may change your subscription term at any time by contacting us (see “Contact Us” below). Your credit card will be charged once a month for monthly subscriptions. Multi-year subscriptions will not auto-renew and an additional purchase is required to continue using the product at the end of the term. CoughDrop will email you a receipt when your card has been charged. If your card cannot be charged, your access to the Product may be suspended and you will need to update your card information in order to resume use. There will be no refunds or credits for partial months of service, upgraded or downgraded accounts, or for months unused with an open account. All fees are exclusive of all taxes or duties imposed by governing authorities. You alone are responsible for payment of all such taxes or duties.

Yearly subscription pricing requires a one-year minimum commitment. If you cancel your subscription, or your subscription is suspended for nonpayment, before the end of the one-year commitment period, you will no longer qualify for yearly subscription pricing and you will be charged the difference between the monthly and yearly commitment pricing for the number of months your subscription was active.

At any time CoughDrop may change the price of your subscription or any part thereof, or institute new charges or fees. Price changes and institution of new charges implemented during your one-year subscription period will come into effect for any subsequent one-year subscription periods and to all new subscribers after the effective date of the change. If you do not agree to any such price changes, then you must cancel your subscription and stop using the Product prior to the commencement of the renewal subscription period for which the price change applies.

**Ownership and Title.** Access to the Site and the Product is licensed, not sold, to you. The CoughDrop Materials are protected by copyright, trade dress, patent, and trademark laws of the United States and other jurisdictions, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. All CoughDrop Materials, including intellectual property rights therein and thereto, are the property of CoughDrop or its subsidiaries or affiliated companies and/or third-party licensors. CoughDrop reserves all rights not expressly granted in this Agreement. You shall not

acquire any right, title or interest to the CoughDrop Materials, whether by implication, estoppel, or otherwise, except for the limited rights set forth in this Agreement.

Without limiting the foregoing, the trademarks, service marks, and logos displayed on the Site and in connection with the Product are trademarks of CoughDrop. Nothing contained in this Agreement should be construed as granting, by implication, estoppel, or otherwise, any license or right in or to such trademarks, service marks, or logos.

Feedback. You have no obligation to give CoughDrop any suggestions, enhancement requests, recommendations, comments or other feedback (“Feedback”) relating to the Site and/or the Product. To the extent CoughDrop receives any Feedback from you, CoughDrop may use and include any such Feedback to improve the Site and/or the Product or for any other purpose. Accordingly, if you provides Feedback, you agrees that CoughDrop shall own all such Feedback and CoughDrop and its affiliates, licensees, clients, partners, third-party providers and other authorized entities may freely use, reproduce, license, distribute, and otherwise commercialize the Feedback in the Site and/or the Product or other related technologies, and you hereby assign, irrevocably, exclusively and on a royalty-free basis, all such Feedback to CoughDrop.

User-Generated Content. All information, data, text, photographs, messages, or other materials that you and/or other users submit to the Site or through the Product (collectively referred to as “User-Generated Content”), are the sole responsibility of the person who originally posted such User-Generated Content. You are entirely responsible for all of the User-Generated Content that you submit via the Site or the Product. We do not monitor or control User-Generated Content posted and we take no responsibility for such content.

We do not endorse, support, represent or guarantee the truthfulness, accuracy, or reliability of any User-Generated Content or endorse any of the opinions expressed therein. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against us with respect thereto. You acknowledge that any reliance on User-Generated Content will be at your own risk.

We reserve the right at all times (but will not have an obligation) to remove or refuse to distribute any User-Generated Content for any reason, including in case it suspects or believes that the User Generated Content is unlawful, offensive, threatening, libelous, defamatory, obscene, or otherwise violates any third party’s rights, including intellectual property rights and/or privacy rights, and/or violates this Agreement or other CoughDrop policies. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (a) satisfy any applicable law, regulation, legal process or governmental request, (b) enforce this Agreement, including investigation of

potential violations hereof, (c) detect, prevent, or otherwise address fraud, security or technical issues, (d) respond to user support requests, or (e) protect our rights, property or safety, and that of our users and the public. We will not be responsible or liable for the exercise or non-exercise of its rights under this Agreement.

You grant to CoughDrop a royalty-free, fully paid-up, perpetual, irrevocable, transferable, sublicensable, worldwide right and license to use, copy, modify, publish, perform, transmit, and display all User-Generated Content that you designate as “public” or with a similar designation within the Site or Product, via any media for CoughDrop’s marketing and promotional purposes, and you hereby waive any moral rights you may have in such User-Generated Content.

**Copyright Infringement.** CoughDrop takes claims of copyright infringement seriously. If you believe any materials on the Site or in the Product infringe your copyright, please inform our designated copyright agent by sending written notice by U.S. Mail to 9733 Sharoly Ln., South Jordan, UT 84095 or by email to [brian@mycoughdrop.com](mailto:brian@mycoughdrop.com). In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (“DMCA”), your written notice must include substantially the following:

- identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Site or Product, a representative list of such works;
- a description of where the material you believe to be infringing is located on the Site or in the Product;
- your address, telephone number and, if available, email address;
- a statement that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner’s behalf; and
- an electronic or physical signature of the copyright owner or a person authorized to act on behalf of the owner of the copyright interest.

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your notice may not be effective. Please be aware that if you knowingly materially misrepresent that material or activity on the Site or in the Product is infringing your copyright, you may be held liable for damages (including costs and attorneys’ fees) under Section 512(f) of the DMCA.

The contact information provided in this section is for suspected copyright infringement only. Contact information for other matters is provided elsewhere in this Agreement or on the Site.

**Open Source Software.** Any Open Source Software (as defined below) that may accompany or is incorporated into the Site or the Product is provided to you under the terms of the open source license agreement or copyright notice accompanying such Open Source Software. As used herein, “Open Source Software” means open source software components provided in connection with the Site and/or the Product that are licensed to you under the terms of the applicable license agreements that apply to such open source software components of the Site and/or the Product. This Agreement does not apply to Open Source Software and CoughDrop hereby disclaims any and all liability to you or any third party based on any claims arising out of use of Open Source Software. Nothing in this Agreement limits an end user’s rights under, or grants the end user rights that supersede, the terms of any applicable Open Source Software end user license agreement.

**Third Party Applications.** You acknowledge that the Product requires the use of third-party applications. You must review the licenses within the individual packages to understand your rights under them and all such third-party programs are licensed to you only under the terms of those licenses; provided, however, that the above disclaimers of warranty and limitations of liability shall also apply with respect to each such third-party program.

**Linking Policies.** The Site may contain links to other websites operated by third parties. Such links are provided for your convenience only, and if you access any other websites linked to the Site you do so at your own risk. Such third-party websites are subject to their own terms of use and privacy policies. Links to other websites do not constitute CoughDrop’s endorsement of any content, advertising, products, services, or other materials on or available from such websites.

If you wish to link to the Site and unless otherwise set forth in a written agreement between you and CoughDrop, you must adhere to CoughDrop’s linking policy as follows: (a) the appearance, position, and other aspects of the link may not be such as to damage or dilute the goodwill associated with CoughDrop or its trademarks, service marks, or logos; (b) the link must “point” to the root domain name of the Site and not to other pages within the Site; (c) the appearance, position, and other attributes of the link may not create the false appearance that your website or organization is sponsored by, affiliated with, or associated with CoughDrop; and (d) when selected by a user, the link must open the Site in a new browser window which displays the full-screen version of the Site, not within a “frame” on the linking website. CoughDrop reserves the right to revoke its consent to the link at any time and in its sole discretion.

Privacy Policy. All information we collect on the Site or through the Product is subject to our Privacy Policy <https://app.mycoughdrop.com/privacy>. By using the Site and/or the Product, you consent to all actions taken by us with respect to your information in compliance with our Privacy Policy.

Suspension or Termination of Access. CoughDrop may deny, suspend and/or terminate your access to the Site, the Product, or to any features or portions thereof, and remove and/or discard any content or materials you have submitted to the Site or Product, at any time and for any reason, including if you violate this Agreement. In the event that we suspend or terminate your access to and/or use of the Site or Product, you will continue to be bound by the terms of use and/or end user license agreement that were in effect as of the date of your suspension or termination.

Term and Termination. This Agreement will remain in effect until terminated by you or CoughDrop. The Agreement, and your rights and licenses hereunder, will terminate immediately upon your breach of the Agreement. You may terminate the Agreement by not accessing the Site and uninstalling and discontinuing your use of the Product. CoughDrop may terminate this Agreement or limit your use of the Site and/or the Product at any time for any reason.

Disclaimer of Warranties. NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE, THE PRODUCT AND THE CONTENT OF EACH OF THEM ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND. COUGHDROP HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, AND NON-INFRINGEMENT. NEITHER COUGHDROP NOR ANY PERSON ASSOCIATED WITH COUGHDROP MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SITE, THE PRODUCT AND THEIR RESPECTIVE CONTENT. WITHOUT LIMITING THE FOREGOING, NEITHER COUGHDROP NOR ANYONE ASSOCIATED WITH COUGHDROP REPRESENTS OR WARRANTS THAT THE SITE, THE PRODUCT OR THE CONTENT OF EITHER WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SITE, THE PRODUCT OR THE SERVER THAT MAKES THEM AVAILABLE IS OR WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SITE, THE PRODUCT OR THEIR RESPECTIVE CONTENT WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. COUGHDROP DOES NOT GUARANTEE ANY SPECIFIC RESULTS FROM THE USE OF THE SITE OR THE PRODUCT. THE ABOVE EXCLUSIONS MAY NOT APPLY IN JURISDICTIONS THAT



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Disclaimer of Medical Liability. CoughDrop does not provide medical advice. The content on the Site and in the Product is for general informational purposes only. Such content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. ALWAYS SEEK THE ADVICE OF A PHYSICIAN OR OTHER QUALIFIED HEALTH CARE PROVIDER WITH ANY QUESTIONS YOU MAY HAVE REGARDING A MEDICAL CONDITION. If you think you may have a medical emergency, call your physician or 911 immediately. CoughDrop does not recommend or endorse any specific tests, products, procedures, opinions, or other information that may be mentioned on the Site or in the Product. Reliance on any information provided by CoughDrop or our employees or agents, other people appearing on the Site at the invitation of CoughDrop, or other visitors to the Site or users of the Product is solely at your own risk.

Indemnification. You agree to indemnify, defend, and hold CoughDrop and its Representatives harmless from and against all liabilities, losses, damages, judgments, awards, settlements, costs, and expenses (including reasonable attorneys' fees and costs of investigation) arising out of or resulting from any claim, suit, action, demand or proceeding arising from use or misuse of the Site and/or the Product (including any claims alleging that any data or other information produced by the Product is inaccurate, misleading or deceptive), User-Generated Content, or any violation of this Agreement or applicable law, in each case by you or by someone accessing the Site or Product via your

username or password. We reserve the right, at our own expense, to assume the exclusive defense and control of any action subject to indemnification by you, in which event you agree to cooperate with us in defending such action. Your indemnification, defense, and hold harmless obligations will survive the termination of your use of the Site, the Product and/or this Agreement.

Export Control. You agree that you will not, directly or indirectly, ship, transfer, transmit, export or re-export, or knowingly permit any of the foregoing with respect to the Site or the Product, or any technical information about the Product, to any country for which the United States Export Administration Act, any regulation thereunder, or any similar United States law or regulation, requires an export license or other United States Government approval, unless the appropriate export license or approval has been obtained.

U.S. Legal Compliance. You represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties. The Site and the Product is for use by U.S. residents. If you access the Site or Product from locations outside the U.S., you do so at your own risk and are responsible for compliance with applicable local laws.

Choice of Law; Venue. This Agreement and any dispute or claim arising out of or related to this Agreement, its subject matter, or its formation (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of Utah, without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action, or proceeding arising out of or related to this Agreement, the Site or the Product shall be instituted exclusively in the federal or state courts located in Salt Lake City, Utah, and you further agree that such courts shall have in personam jurisdiction and venue with respect to you, and you hereby submit to the jurisdiction and venue of such courts and waive any objection. **YOU HEREBY IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

Miscellaneous. Any remedy of CoughDrop set forth in this Agreement is in addition to any other remedy afforded to CoughDrop, by law or otherwise. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges all prior discussions between them. Neither of the parties shall be bound by any warranties, understandings or representations with respect to such subject matter other than as expressly provided herein. Any waiver, modification or amendment of this Agreement shall only be effective if it is in writing and signed by both parties hereto. Failure

to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent possible, and the remaining provisions of this Agreement will continue in full force and effect. No purchase order or other form submitted by you will modify, supersede, add to or in any way vary the terms of this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without CoughDrop's prior written consent. For purposes of this Agreement the words "including," "included" and "includes" mean inclusion without limitation.

Notice Regarding Apple. You acknowledge that this Agreement is between you and CoughDrop, Inc. only, not with Apple, and Apple is not responsible for the Product or the functionality or content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Product. In the event of any failure of the Product to conform to any applicable warranty, then you may notify Apple and Apple will refund the purchase price for the relevant Product to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the Product. As between Apple and CoughDrop, CoughDrop is responsible for any claims, losses, liabilities, damages, costs or expenses attributable to any failure of the Product to conform to any warranty, subject to the terms of this Agreement. Apple is not responsible for addressing any claims brought by you or any third party relating to the Product or your possession and/or use of the Product, including, but not limited to: (a) product liability claims; (b) any claim that the Product fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third party claim that your possession and use of the Product infringes that third party's intellectual property rights. You agree to comply with any applicable third party terms, when using the Product. Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement, and upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary of this Agreement.

Contact Us. If you have any questions about the Site, the Product or this Agreement, you may call us at (801) 997-0844, email us at [brian@mycoughdrop.com](mailto:brian@mycoughdrop.com), or write to us at:

CoughDrop, Inc.

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