

ATTORNEY GENERAL OF THE STATE OF NEW YORK

In the Matter of

Matis Ltd.

Assurance No.: 16-101

**ASSURANCE OF DISCONTINUANCE
UNDER EXECUTIVE LAW
SECTION 63, SUBDIVISION 15**

Pursuant to the provisions of Section 63(12) of the Executive Law, Education Law Section 6515, and Article 22-A of the General Business Law, Eric T. Schneiderman, Attorney General of the State of New York, caused an inquiry to be made into certain business practices of Matis Ltd. (“Matis¹”). Based upon that inquiry, the Office of the Attorney General (“the OAG”) has made the following findings, and Matis has agreed to modify its business practices and comply with the following provisions of this Assurance of Discontinuance (“Assurance”).

I. BACKGROUND

1. The proliferation of smartphones and other mobile devices has created intense demand for mobile applications,² which consumers purchase primarily through two online stores, Apple’s App Store (which offers versions for iPhones and compatible devices), and Google Play (which offers versions for Android phones and compatible devices).

2. Health-related mobile applications have become especially popular, with more than 165,000 currently available.³ The majority of these provide general medical reference and

¹ In this Assurance, “Matis” shall mean Matis’ owners and officers.

² “Mobile application” is defined herein as a program designed to be or capable of being used on a smartphone or other mobile device.

³ See <http://www.latimes.com/business/technology/la-me-mobile-health-safety-20160412-story.html>.

education or allow consumers to track their fitness or symptoms based on data they input themselves, and may promote health awareness. A narrower category of mobile applications (hereafter, “Health Measurement Apps”), however, purport to measure vital signs or other indicators of health using only a smartphone’s camera and sensors, without any need for an external device and can be harmful to consumers if they provide inaccurate or misleading results.⁴ For example, they can provide false reassurance that a consumer is healthy, which might cause her to forego necessary medical treatment and thereby jeopardize her health. Conversely, Health Measurement Apps can incorrectly indicate a medical issue, causing a consumer to unnecessarily seek medical treatment.

II. THE OAG’S INVESTIGATION AND FINDINGS

3. Matis is an Israeli company with its principal place of business at Hasavoraim 15/3 Street, Tel Aviv, Israel. Matis describes itself as “an innovative boutique company” that “develop[s] and design[s] unique mobile apps in both, iOS and Android environments.”⁵

4. The Health Care Bureau of the New York State Office of the Attorney General (“OAG”) received reports that pregnant consumers are downloading a Health Measurement App, “My Baby’s Beat–Baby Heart Monitor App,” and using it to measure and assess the health of their fetuses.

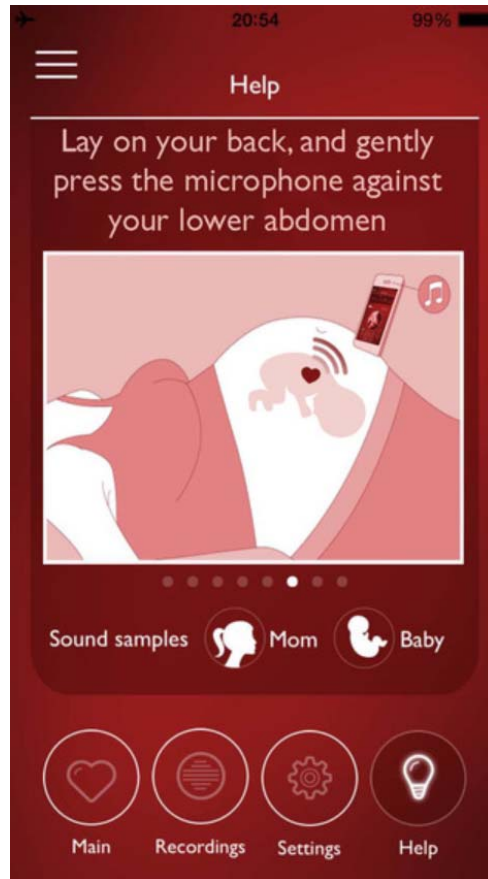
A. Matis’ Marketing Practices

5. Matis created, and has offered, My Baby’s Beat–Baby Heart Monitor App for sale to consumers around the world, including in New York State, through Apple’s App Store

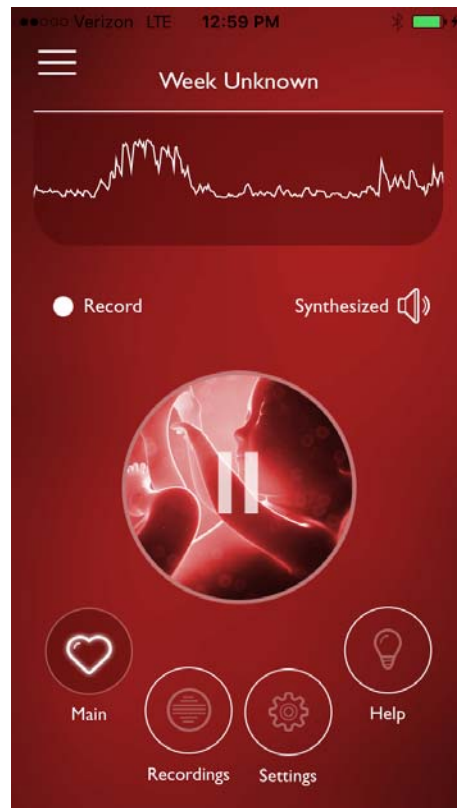
⁴ See, e.g., <http://www.imedicalapps.com/2015/02/apple-google-health-app-patients/>; <http://www.nejm.org/doi/full/10.1056/NEJMh1403384>; http://www.slate.com/blogs/future_tense/2013/09/24/mhealth_fda_needs_to_regulate_digital_snake_oil.html; <http://www.motherjones.com/environment/2015/01/medical-apps-not-helping>; http://www.wired.com/2014/07/medical_apps/.

⁵ <http://matis-apps.com/>.

since 2011, and through Google Play since December 2015. The app purports to allow a pregnant user to listen to her fetus's heartbeat by holding a smartphone to her belly, as shown in this screenshot:

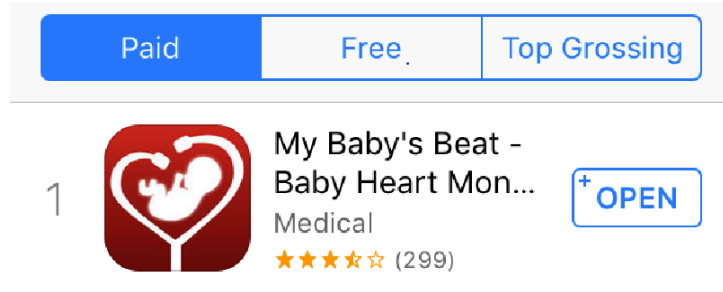


6. When a consumer uses My Baby’s Beat–Baby Heart Monitor App as indicated above, graph-like waves appear on the smartphone and peak when any sound is made, as shown in this screenshot:



Even if a user is not pregnant, when using the app, he or she will hear something that sounds like a heartbeat, which may be the sound of his or her own heart.

7. My Baby’s Beat–Baby Heart Monitor App, which sells on the App Store for \$4.99 and on Google Play for \$1.99, has been downloaded hundreds of thousands of times in the U.S. and has generated hundreds of thousands of dollars in gross revenue. In 2016, My Baby’s Beat–Baby Heart Monitor App became the most popular app in the paid medical category in Apple’s App Store. The app’s name, its classification as “medical,” and its logo depicting a fetus inside a stethoscope strongly suggested that the app is medical in nature as shown in this screenshot from the App Store’s rankings for paid medical apps:



The net impression conveyed to a pregnant consumer by My Baby’s Beat–Baby Heart Monitor App was that the app is medical in nature and will play the fetal heartbeat.

8. Matis, at the top of the listing it created for the App Store’s “Medical” Category, made the following claims about My Baby’s Beat–Baby Heart Monitor App, from the app’s launch until July 2016 (when Matis made certain changes to the app, as described below, as a result of the OAG’s investigation):⁶

- a. “Turn your smartphone into a fetal monitor with My Baby's Beat app.”
- b. “Use your iPhone / iPad microphone to hear your baby’s heartbeat sound.”
- c. “A Top 10 Medical Category in USA/UK and over 40 countries worldwide.”
- d. “Using ONLY THE IPHONE'S MICROPHONE, you can listen to your baby’s heartbeat and movements, just like a Fetal Heart Monitor.”
- e. ““My Baby's Beat’ was designed for weeks 30-40. Some customers report success as early as week 20, but if you are not in weeks 30-40, keep in mind that the chances of success are low.”
- f. “We recommend switching your iPhone to airplane mode, to stop all mobile and Internet transmissions before using this app, just as a precaution to avoid cellular concerns that people have.”

⁶ Matis has made a version of most of these claims in the App Store listing since 2011.

9. Matis, at the top of the listing it created for Google Play’s “Medical” Category, made the following claims about My Baby’s Beat–Baby Heart Monitor App, from the app’s launch in 2015 until July 2016⁷:

- a. “Instead of buying a home Doppler you can turn your smartphone into a Fetal heart monitor, using ONLY the PHONE’S MICROPHONE and a pair of headphones.”
- b. “My Baby’s beat was first launched on 2011 [sic] and is the leader of pregnancy apps category ever since.”
- c. “Safety first: We recommend switching your phone to airplane mode, to avoid any emission.”

10. Matis, at the top of the main page on its website,⁸ made the following claims about My Baby’s Beat–Baby Heart Monitor App, from the app’s launch until July 2016:

⁷ At the bottom of the App Store and Google Play listings for My Baby’s Beat–Baby Heart Monitor App, which one could read on a smartphone only by scrolling to a different screen, the following language appeared: “This app is not intended as a replacement for medical advice of any kind. For any medical questions, or concerns regarding your baby’s health, please consult with your doctor/midwife.” After purchasing the app and activating it, the following one-time pop-up message appeared: “This app is not intended for medical use. If you have any concerns about your pregnancy or baby’s health, please consult with your doctor/midwife immediately.” Before using the app, the user had to click “OK” to this message and click “Accept” to a five-page, single-spaced document available on the App Store and in the app. In a dense section in the document titled “Assumption of Risk” (which one could read on a smartphone only by scrolling to a different screen), the following language appeared in small print: “You acknowledge and agree that no medical advice, medical service, medical information or other medical engagement is provided through the Application or otherwise by MATIS or by anyone on its behalf, and that you are installing and (if applicable) using the Application at your own risk, without any reliance, assumption, expectation, or intent whatsoever that the Application and/or MATIS shall provide you any medical advice, medical service, medical information or other medical engagement. The application is supplied and distributed by MATIS solely for enjoyable use and shall not and cannot be used for any other purposes, including without limitation, for any medical purposes whatsoever, or any other purpose or usage where accuracy or reliability is required. You are hereby urged and expressly asked to consult your health care provider for any health concerns.”

⁸ <http://mybabysbeat.com/>.

- a. “My Baby’s Beat is a unique, state-of-the-art, IOS and Android application that monitors a fetus’s heartbeat during pregnancy. The app uses only the device’s microphone, with no accessory required.”
- b. “My Baby’s Beat enables pregnant women to listen, record and share the sound of their baby’s heartbeat with friends and family. Social sharing is available via email, text message, Twitter, What’sApp or Facebook.”
- c. “My Baby’s Beat was created to make you feel safe. Before using the app, we recommend switching to airplane mode to avoid mobile emission.”
- d. “My Baby’s Beat is based on an algorithm that uses sound signals to amplify the sound of the fetus’s heart beat in the uterus and separate it from other noises including the mother’s heartbeat. We have created a fetal stethoscope tapping only into the smartphone’s microphone which was originally intended for speech only.”

11. Matis made these claims without providing sufficient evidence substantiating that My Baby’s Beat–Baby Heart Monitor App actually plays the sound of the fetal heartbeat. Although Matis exhorted consumers to use My Baby’s Beat–Baby Heart Monitor App rather than a fetal monitor or Doppler, it never conducted, for example, a live testing comparison to a fetal monitor, Doppler, or any other device that has been scientifically proven to play the sound of a fetal heartbeat. More than 160 consumer reviews of My Baby’s Beat–Baby Heart Monitor App in the App Store and Google Play complained that it did not work – in other words, that the users were not able to hear the fetal heartbeat.

12. My Baby’s Beat–Baby Heart Monitor App has not been reviewed by the United States Food and Drug Administration (“FDA”), which regulates fetal cardiac monitors, which are

defined as “device[s] used to ascertain fetal heart activity during pregnancy and labor” and are classified as Class II,⁹ which means they are “higher risk devices than Class I and require greater regulatory controls to provide reasonable assurance of the device’s safety and effectiveness.”¹⁰

13. My Baby’s Beat–Baby Heart Monitor App can potentially harm consumers by providing false reassurance that they are hearing the fetal heartbeat. A review on the Google Play online store, dated January 4, 2016, stated: “This app is a scam... Mine played a heartbeat and my baby didn’t have one confirmed today by a doctor and i had heard one before 3xs with a sono. I had believed in this app and was only let down and feel dumb for thinking a stupid app would show something a sonogram didn’t. You should be ashamed!!”

14. In an article in the British Medical Journal regarding validated fetal heart monitors, doctors warned that “the untrained use of fetal heart monitors constitutes a risk to the safety of pregnant women and their unborn babies” by providing women with false assurance that they were hearing a healthy fetal heartbeat or causing women unnecessarily to seek medical attention when they could not hear the fetal heartbeat.¹¹ These concerns are even more pronounced with My Baby’s Beat–Baby Heart Monitor App.

15. In July 2016, as a result of the OAG’s investigation, Matis made the following changes to My Baby’s Beat–Baby Heart Monitor App:

- a. Matis changed the name of the app to “My Baby’s Beat – Prenatal Listener.”
- b. Matis removed the app from the “Medical” category of online stores, and placed it in the “Lifestyle” category.
- c. Matis changed the logo for the app to a cartoon baby inside a heart, as follows:

⁹ 21 C.F.R. § 884.2600.

¹⁰ <http://www.fda.gov/AboutFDA/Transparency/Basics/ucm194438.htm>.

¹¹ Abhijoy Chakladar & Hazel Adams, *The Dangers Of Listening To The Fetal Heart At Home*, 339 British Medical Journal 1112 (2009).



d. Matis revised the description of My Baby's Beat and included the following language clearly and prominently¹² in the listings for My Baby's Beat in the App Store, Google Play, and on Matis' website, and in a pop-up message that must be viewed by users of the app:

- i. "KEEP IN MIND PLEASE, THAT MY BABY'S BEAT IS NOT A MEDICAL DEVICE AND IS NOT INTENDED TO BE USED FOR MEDICAL DECISIONS OF ANY KIND." (This sentence appears twice.)
- ii. "This app is NOT a medical device, and NOT intended as a replacement for medical advice of any kind."
- iii. "For any medical questions or concerns regarding your pregnancy and your baby's health, please consult with your doctor/midwife."

e. Matis made the following changes to all consumer-facing materials regarding My Baby's Beat:

- i. Matis stopped using the terms "Doppler," "Fetal Heart Monitor" and "Prenatal Monitor." Matis now describes the app as a "Prenatal Listener."
- ii. The pregnancy term for best use of the app has been clarified. It now states: "For best results, use "My Baby's Beat" after reaching week 30."
- iii. The sounds played by the app include heartbeat and other sounds.

¹² "Clearly and prominently," as used in this Assurance, means, in textual communications (*e.g.*, printed publications or words displayed on the screen of a computer or mobile device), that the required disclosures are of a type, size, and location sufficiently noticeable for an ordinary consumer to read and comprehend them, in print that contrasts highly with the background on which they appear. The required disclosures must: (1) be presented in an understandable language and syntax; and (2) include nothing contrary to, inconsistent with, or in mitigation of any statement contained within the disclosure or within any document linked to or referenced therein.

- iv. Matis stopped using the phrase “‘My Baby’s Beat’ was created to make you feel safe.”
- v. Matis stopped using the phrase “Turn your smartphone into a fetal monitor with My Baby’s Beat app.”
- vi. Matis stopped using the phrase “Instead of buying a home Doppler you can turn your smartphone into a Fetal heart monitor.”
- vii. Matis stopped using the phrase “We have created a fetal stethoscope.”
- viii. Matis no longer claims to be the leading pregnancy app.

16. As a result of the OAG’s investigation, Matis provided to the OAG additional satisfactory evidence that the sounds played by My Baby’s Beat include heartbeat and other sounds.

B. Matis’ Privacy Practices

17. Like many mobile application developers, Matis collects and stores information about the users of its apps. Although Matis makes available a Privacy Policy, prior to the OAG’s investigation Matis did not disclose to users of My Baby’s Beat–Baby Heart Monitor App that Matis collected and stored the following information: (i) a global unique identifier of the user’s device; (ii) an internal numeric score indicating how engaged is the user with the app; (iii) the user’s feedback regarding the app (such as ratings and emails); and (iv) recordings that users share via the app.

18. Although Matis states in its Privacy Policy that it will not sell or otherwise transfer or assign data it collects from consumers to any other person or entity, the Policy states that Matis may combine users’ information with information from other users to create “aggregated data,” which Matis may disclose to third parties. Matis stated in the Privacy Policy that such aggregated data did not contain any information that could be used to identify users,

but did not disclose to consumers the risk that third parties, who receive aggregated data from Matis in order to provide services to Matis, may reidentify data about specific users.¹³

19. As a result of the OAG’s investigation, Matis modified its Privacy Policy as follows:

a. Matis discloses to users that it collects and stores the following information: (i) an internal numeric score indicating how engaged the user is with the app; (ii) the user’s feedback regarding the app (such as ratings and emails); and (iii) recordings that users share via the app.

b. Matis will not collect or store a global unique identifier of the user’s device.

c. Matis will not share user information, including but not limited to aggregate or deidentified form, with any third party other than to use third parties for Matis’ storage, security or internal analytics. Although this data does not identify users personally, there is a risk that third parties who receive such data from Matis may reidentify specific users.

III. RELEVANT NEW YORK STATE LAW

20. The New York State Executive Law prohibits “illegal or fraudulent acts” in the conduct of any business, trade or commerce, and allows the OAG to institute a special proceeding for restitution, damages, and/or injunctive relief against any party which has committed such acts. N.Y. Exec. Law § 63(12).

21. The New York General Business Law prohibits “deceptive acts or practices in the conduct of any business, trade or commerce or in the furnishing of any service” in New York State, as well as “false advertising in the conduct of any business,” and authorizes the OAG to enjoin any such practices. N.Y. Gen. Bus. Law §§ 349 and 350.

¹³ See Paul Ohm, Broken Promises of Privacy: Responding to the Surprising Failure of Anonymization, 57 UCLA Law Rev. 1701 (2010), available at http://papers.ssrn.com/sol3/papers.cfm?abstract_id=1450006; Sweeney L., Only You, Your Doctor, and Many Others May Know, Technology Science, September 29, 2015, available at <http://techscience.org/a/2015092903>.

22. Marketing a Health Measurement App without substantiation of its accuracy and that it measures what it purports to measure, and without fully and clearly disclosing privacy practices, constitute deceptive business practices in violation of New York Executive Law § 63(12) and General Business Law §§ 349 and 350.

NOW, WHEREAS, Matis neither admits nor denies the Attorney General’s findings set forth in Paragraphs 4 through 14 and 17 through 18 above; and

WHEREAS, New York laws prohibiting deceptive business practices and misleading advertising confer important consumer and public health protections; and

WHEREAS, Matis has cooperated with the OAG’s investigation; and

WHEREAS, the Attorney General is willing to accept the terms of this Assurance under Executive Law Section 63(15) and to discontinue his investigation; and

WHEREAS, the parties each believe that the obligations imposed by this Assurance are prudent and appropriate; and

WHEREAS, the Attorney General has determined that this Assurance is in the public interest.

IT IS HEREBY UNDERSTOOD AND AGREED, by and between the parties that:

IV. PROSPECTIVE RELIEF

A. Documentation of Substantiation

23. If Matis makes any material change to its claims concerning the functionality of My Baby’s Beat–Baby Heart Monitor App, it must perform testing to substantiate any such claims. The testing must be conducted by researchers qualified by training and experience to conduct such testing. Matis shall secure and preserve all data, analyses, and documents regarding such testing, and make them available to the OAG upon request.

B. Changes to My Baby's Beat

24. Matis shall maintain the changes to My Baby's Beat–Baby Heart Monitor App described above in Paragraph 15. In particular:

- a. Removal of the following phrases, and similarly worded phrases, from all consumer-facing materials (i.e., app store listings, website, etc.) relating to the app:
 - i. Any and all references to “baby heart monitor(s),” “fetal heart monitor(s),” “fetal Doppler,” and “fetal stethoscope.”
 - ii. “Turn your smartphone into a fetal monitor with My Baby's Beat app.”
 - iii. “Some customers report success as early as week 20, but if you are not in weeks 30-40, keep in mind that the chances of success are low.”
 - iv. “Instead of buying a home Doppler you can turn your smartphone into a Fetal heart monitor, using ONLY the PHONE'S MICROPHONE and a pair of headphones.”
 - v. “My Baby's Beat is the leader of the pregnancy apps category.”
 - vi. “My Baby's Beat is a unique, state-of-the-art, IOS and Android application that monitors a fetus's heartbeat during pregnancy.”
- b. Inclusion of the following language clearly and prominently displayed in the description of My Baby's Beat in the App Store, Google Play, and on Matis' website, and in a pop-up message that must be viewed by users of the app: “This app is NOT a medical device, has not been reviewed by the FDA, and is NOT intended as a replacement for medical advice of any kind. For any medical

questions or concerns regarding your pregnancy and your baby’s health, please consult with your doctor/midwife.”

25. Matis shall not use in the app any images showing a graph (as described above in Paragraph 6).

26. If, in its marketing for the app, Matis describes the app’s use of sound signals, Matis will state that the app “attempts to use” sound signals.

27. Matis shall notify users who have already downloaded the app regarding the changes described in Paragraphs 15 and 25 by means of a message that appears when users download and activate an upgrade to the app. Users will be required to acknowledge receipt of the notification.

28. Matis shall not make, or assist others in making, expressly or by implication, including through the use of a mobile application name, endorsement, depiction, or illustration, any false or misleading representation or claim regarding the health benefits or efficacy of a mobile application comparable to My Baby’s Beat.

C. Privacy Protections

29. Matis shall maintain the changes to its Privacy Policy described above in Paragraph 19.

30. Matis shall not misrepresent in any manner, expressly or by implication, the extent to which it maintains the privacy or security of user information,¹⁴ including but not limited to:

- a. its collection or disclosure of any user information;
- b. the extent to which Matis makes user information accessible to third parties.

¹⁴ “User information,” as used in this Assurance, means any information collected from a user.

31. Prior to sharing any de-identified user information with third parties, Matis shall, in writing, request that such third parties not attempt to re-identify the information to any particular individual.

32. To protect the security of user information, Matis shall:

- a. Not later than two (2) months following the Effective Date of this Assurance, establish and implement reasonable security policies and procedures designed to protect user information. Such policies and procedures, which shall be documented in writing, shall be appropriate to the nature and scope of Matis' activities and the sensitivity of the covered information.
- b. At least bi-annually, review its existing security policies and procedures designed to protect user information, and update such policies and procedures as necessary to maintain reasonable security.

V. CIVIL PENALTIES

33. Within 30 days of the Effective Date, Matis shall pay \$20,000 to the OAG as a civil penalty. Such sum shall be payable by check to "State of New York Department of Law."

VI. LIQUIDATED DAMAGES

34. If Matis violates any provision of this Assurance, as determined by a court of competent jurisdiction, the OAG may elect to demand that Matis pay liquidated damages of \$5,000 per violation for such non-compliance. Before liquidated damages may be imposed, the OAG shall give Matis written notice that Matis may be subject to liquidated damages under this Paragraph. In the event that Matis does not cure the violation within ten (10) days of receipt of the OAG's written notice, the OAG may impose liquidated damages pursuant to this Paragraph. The damages period shall commence on the date that Matis receives the OAG's written notice and end on the date that Matis cures the violation or provides the requested information.

VII. GENERAL PROVISIONS

35. Compliance Letter: Matis shall submit to the OAG, within twenty (20) days of the Effective Date, a detailed letter certifying and setting forth its compliance with this Assurance (the “Compliance Letter”).

36. Matis’ Representations: The OAG has agreed to the terms of this Assurance based on, among other things, the representations made to the OAG by Matis and its counsel and the OAG’s own factual investigation as set forth in the above Findings. To the extent that any material representations are later found to be inaccurate or misleading, this Assurance is voidable by the OAG in its sole discretion.

37. Communications: All communications, reports, correspondence, and payments that Matis submits to the OAG concerning this Assurance or any related issues is to be sent to the attention of the person identified below:

Michael D. Reisman, Esq.
Assistant Attorney General
Health Care Bureau
Office of the New York State Attorney General
120 Broadway
New York, New York 10271

38. Receipt by the OAG of materials referenced in this Assurance, with or without comment, shall not be deemed or construed as approval by the OAG of any of the materials, and Matis shall not make any representations to the contrary.

39. All notices, correspondence, and requests to Matis shall be directed as follows:

Matis Ltd.
Attn: Gadi Ben-Amram
Hasavoraim 15/3 Street
Tel Aviv 6920713
ISRAEL

Matis Ltd.
Attn: Omri Argaman
Hatzipornim 21
Qiryat Tivon 3606621
ISRAEL

40. Valid Grounds and Waiver: Matis hereby accepts the terms and conditions of this Assurance and waives any rights to challenge it in a proceeding under Article 78 of the Civil Practice Law and Rules or in any other action or proceeding.

41. No Deprivation of the Public's Rights: Nothing herein shall be construed to deprive any member or other person or entity of any private right under law or equity.

42. No Blanket Approval by the Attorney General of Matis' Practices: Acceptance of this Assurance by the OAG shall not be deemed or construed as approval by the OAG of any of Matis' acts or practices, or those of its agents or assigns, and none of them shall make any representation to the contrary.

43. Monitoring by the OAG: To the extent not already provided under this Assurance, Matis shall, upon request by the OAG, provide all documentation and information necessary for the OAG to verify compliance with this Assurance. Matis may request an extension of particular deadlines under this Assurance, but OAG need not grant any such request. This Assurance does not in any way limit the OAG's right to obtain, by subpoena or by any other means permitted by law, documents, testimony, or other information.

44. No Limitation on the Attorney General's Authority: Nothing in this Assurance in any way limits the OAG's ability to investigate or take other action with respect to any non-compliance at any time by Matis with respect to this Assurance, or Matis' non-compliance with any applicable law with respect to any matters.

45. No Undercutting of Assurance: Matis shall not take any action or make any statement denying, directly or indirectly, the propriety of this Assurance or expressing the view that this Assurance is without factual basis. Nothing in this paragraph affects Matis': (a) testimonial obligations, or (b) right to take legal or factual positions in defense of litigation or other legal proceedings to which the OAG is not a party. This Assurance is not intended for use by any third party in any other proceeding.

46. Under Executive Law Section 63(15), evidence of a violation of this Assurance shall constitute prima facie proof of a violation of the applicable law in any action or proceeding thereafter commenced by the OAG.

47. This Assurance shall be governed by the laws of the State of New York without regard to any conflict of laws principles.

48. If a court of competent jurisdiction determines that Matis has breached this Assurance, Matis shall pay to the OAG the cost, if any, of such determination and of enforcing this Assurance, including, without limitation, legal fees, expenses, and court costs.

49. If the Assurance is voided or breached, as determined by a court of competent jurisdiction, Matis agrees that any statute of limitations or other time-related defenses applicable to the subject of the Assurance and any claims arising from or relating thereto are tolled from and after the date of this Assurance. In the event the Assurance is voided or breached, Matis expressly agrees and acknowledges that this Assurance shall in no way bar or otherwise preclude the OAG from commencing, conducting or prosecuting any investigation, action or proceeding, however denominated, related to the Assurance, against Matis, or from using in any way any statements, documents or other materials produced or provided by Matis prior to or after the date of this Assurance.

50. None of the parties shall be considered to be the drafter of this Assurance or any provision for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof. This Assurance was drafted with substantial input by all parties and their counsel, and no reliance was placed on any representation other than those contained in this Assurance.

51. In the event that any one or more of the provisions contained in this Assurance shall for any reason be held to be invalid, illegal, or unenforceable in any respect, in the sole discretion of the OAG such invalidity, illegality, or unenforceability shall not affect any other provision of this Assurance.

52. This Assurance contains an entire, complete, and integrated statement of each and every term and provision agreed to by and among the parties, and the Assurance is not subject to any condition not provided for herein. This Assurance supersedes any prior agreements or understandings, whether written or oral, between and among the OAG and Matis regarding the subject matter of this Assurance.

53. This Assurance may not be amended or modified except in an instrument in writing signed on behalf of all the parties to this Assurance.

54. The division of this Assurance into sections and subsections and the use of captions and headings in connection herewith are solely for convenience and shall have no legal effect in construing the provisions of this Assurance.

55. Binding Effect: This Assurance is binding on and inures to the benefit of the parties to this Assurance and their respective successors and assigns, provided that no party, other than the OAG, may assign, delegate, or otherwise transfer any of its rights or obligations under this Assurance without prior written consent of the OAG. "Successors" includes any

entity which acquires the assets of Matis or otherwise assumes some or all of Matis' current or future business.

56. Effective Date: This Assurance is effective on the date that it is signed by the Attorney General or his authorized representative (the "Effective Date"), and the document may be executed in counterparts, which shall all be deemed an original for all purposes.

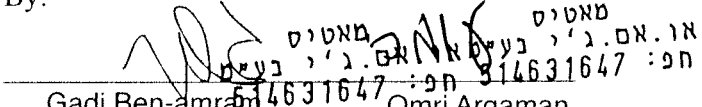
AGREED TO BY THE PARTIES:

Dated:

09, Feb, 2017

Matis Ltd.

By:



Gadi Ben-amram, Founder Omri Argaman, Founder

Dated: New York, New York

February 13, 2017

ERIC T. SCHNEIDERMAN
Attorney General of the State of New York

LISA LANDAU
Bureau Chief
Health Care Bureau

By: 
MICHAEL D. REISMAN
Assistant Attorney General
Health Care Bureau