

General Terms and Conditions

Last updated: 9 March 2017

All sections of these Terms of Use that, by their nature, should survive termination will survive termination, including, without limitation, the sections entitled “User content”, “User indemnification”, “Disclaimer of warranty and limitation of liability” and “General”.

Introduction

The Veroval medi.connect web application, the Veroval medi.connect app and the Veroval medi.connect software (hereinafter referred to as Veroval medi.connect) make up a tool for collecting, using and storing the user’s vitals. It is provided to you by Paul Hartmann AG (“HARTMANN”, “us” or “we” or “our”), in connection with our partners, service providers, subsidiaries or other affiliates. So that we may safely and responsibly manage Veroval medi.connect for all of our users, your use of Veroval medi.connect is subject to certain terms and conditions. The terms and conditions set forth below (“Terms of Use”), as well as the data privacy policy, apply to your use of the services and functionality provided on or through Veroval medi.connect (the “Services”).

By accessing and using the Services, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use and the Privacy Policy. If you do not accept these Terms of Use and the Privacy Policy, you are not authorised to use the Services. We may modify these Terms of Use and the Privacy Policy at any time and such modification will be effective upon posting to the Services.

Use of the services

The Services allow for the delivery of software, text, graphics, images, video, audio, data and other material (collectively referred to as the “Content”). The Content may be owned by us or may be provided through an arrangement we have with others, including other users of the Services, or our partners, subsidiaries, or affiliates. The Content is protected by copyright under both German and foreign laws. Unauthorised use of the Content may violate copyright, trademark, and other laws. You have no rights in or to the Content, and you may not use the Content except as permitted under these Terms of Use. No other use is permitted without prior written consent from us or the owner of the Content. You must retain all copyright and other proprietary notices contained in the original Content on any copy you make of the Content. You may not sell, transfer, assign, licence, sub-licence, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose, except to utilise features of the Services that, by their nature, involve publishing or sharing of Content with the public. If you violate any part of these Terms of Use, your permission to access and/or use the Content and Services automatically terminates and you must immediately destroy any copies you have made of the Content.

Various company, product, and service names displayed on the Services may be trademarks or service marks owned by others (the “Third-Party Trademarks”). Your use of the Services should be construed as granting, by implication, estoppel, or otherwise, any licence or right to use any Third-Party Trademark displayed in these Services. The Third-Party Trademarks may not be used to disparage any applicable third-party, any of their products or services, or in any manner in which, in our reasonable judgment, may damage any goodwill in the Third-Party Trademarks.

The Services include access to links to, and content and data from, third-party websites, software and apps (“External Services”). These links, content, and data are provided solely as a convenience to you and not as an endorsement by us of the content on such External Services. The content of such External Services is developed and provided by others. In addition, the Services permit access to content posted, stored, or displayed at the direction of users of the Services, for which we cannot accept any responsibility or liability.

The Services are for personal use only and may not be used in connection with any commercial endeavours except those that are specifically approved by us.

The following activities are expressly prohibited: (i) collecting usernames and/or email addresses of other users by electronic or other means for the purpose of sending unsolicited email or other communications (“Spam”), (ii) any use of the Services, which in our sole judgment, degrades the reliability, speed or operation of the Services or any underlying hardware or software thereof, (iii) use of web scraping, web harvesting or web data extraction methods from the Services even if the Services account owner gives permission; and (iv) any use of the Services which is unlawful or in violation of these Terms of Use.

Your use of the Services is subject, in our sole discretion, to termination at any time.

Precautions for use

Content found in the Services is for informational purposes only and is not intended to replace the relationship between you and your physician or other medical provider. We are not a licenced medical care provider and have no expertise in diagnosing, examining or treating medical conditions of any kind, or in determining the effect of any specific exercise on a medical condition. You should always consult a physician before recording your vitals, starting a fitness programs, changing your diet or if you have any questions regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read in or through the Services. People who have Type 1 diabetes or other adverse medical or nutritional conditions should not use the Services unless such use is directed and closely monitored by a physician. We are not responsible for any health problems that may result from recording blood pressure, ECG records, training programmes, products or events you learn about through the Services. If you engage in any exercise programme you receive or learn about through the Services, you agree that you do so at your own risk and are voluntarily participating in these activities.

User content

Subject to HARTMANN’s adherence with the privacy settings you select within the Services, you hereby grant to HARTMANN a perpetual, irrevocable, non-exclusive, worldwide, royalty-free licence, with the right to sub-licence, to reproduce, distribute, transmit, publicly perform, publicly display, digitally perform, modify, create derivative works of, and otherwise use and commercially exploit any text, photographs or other data and information you submit to the Services (collectively, “User Generated Content”) in any media now existing or hereafter developed, including without limitation on websites, in audio format and in any print media format. “User Generated Content” includes but is not limited to content posted on message board posts, blogs, journals, food and recipe submissions and user comments. Subject to HARTMANN’s adherence to the privacy settings you select within the Services, you hereby waive any rights of publicity and privacy with respect to the User Generated Content and any

other legal or moral rights that might preclude HARTMANN's use of the User Generated Content or require your permission for HARTMANN to use the User Generated Content. You agree not to assert any claim, whether based on tort, contract, or other legal theory, against HARTMANN or its sub-licences relating to HARTMANN's or its sub-licences' use of the User Generated Content in accordance with your privacy settings, and you hereby release HARTMANN and its sub-licences from any such claims. You represent that your User Generated Content: (1) will not infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights; (2) will not violate any law, statute, ordinance or regulation; (3) will not be obscene or contain child pornography; (4) will not contain any viruses, worms, time bombs or other computer programming code that is intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (5) will not violate any third party's rights of publicity or privacy; and (6) will not be defamatory, unlawfully threatening or harassing, harmful to minors in any way, or otherwise offensive or inappropriate. You are responsible for complying with all laws applicable to your User Generated Content.

Password

As part of the Services, you may be issued with an individual password which may be used to access the Services and those pages whose access is restricted to members only. You will use the password only for such access and not for any other purpose. You must keep your password confidential at all times, and must not disclose the password or permit anyone else to use your password.

Any breach of any of these terms by anyone to whom you disclose the password will be treated as if the breach had been committed by you, and will not relieve you of your obligations under these terms and conditions. In the event of any failure or error in the operation of a password, you shall cease using the password and Services immediately, and notify HARTMANN of such failure or error. Also, you must cease to use and delete the password from any of your records upon expiry or termination of your membership for whatever reason. HARTMANN reserves the right to change your password and user name, as well as content and information generated by use, at any time at its sole discretion. You will be informed of this in advance. You agree to notify HARTMANN promptly of any changes to your registration details.

User indemnification

You agree to defend, indemnify and hold us harmless from and against any claims, actions or demands, including, without limitation to, reasonable legal and accounting fees, arising or resulting from your breach of these Terms of Use or your uploading of, access to, or use or misuse of the Content or the Services. We shall provide notice to you of any such claim, suit or proceeding and shall assist you, at your expense, in defending any such claim, suit or proceeding. We reserve the right to assume the exclusive defence and control of any matter which is subject to indemnification under this section. In such cases, you agree to cooperate with any reasonable requests assisting our defence of such matter.

Disclaimer of warranty and limitation of liability

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General

HARTMANN may change these terms and conditions from time to time and will endeavour to notify you of any major changes by posting a message via the Services. By using the Services, you are accepting that you are bound by the current terms and conditions. You should check these each time you use the Services. These terms and conditions form the entire understanding of the parties and supersede all previous agreements, understandings and representations relating to the subject matter. If any provision of these terms and conditions is found to be unenforceable, this shall not affect the validity of any other provision. HARTMANN may delay enforcing its rights under these terms and conditions without losing them. You agree that HARTMANN may sub-contract the performance of any of its obligations or may assign these terms and conditions or any of its rights or obligations without giving you notice. These terms and conditions shall be governed and interpreted in accordance with German law, and you consent to the non-exclusive jurisdiction of the German courts. If you have any enquiries or complaints (about the Service or someone else's use of the Services), then please address them to our contact addresses and our contact form at www.veroval.info/contact and in Veroval medi.connect.

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