



TERMS OF USE - HeartReader Data Analytics (Dashboard) for Users and Naturopaths

(Valid from May 21, 2022)

The Data Analytics service (Dashboard) provides analysis of the pulse wave data captured by the pulse-oximeter and forwarded by the **HeartReader mobile application**.

The HeartReader mobile application - which is designed to collect measurements - can be **downloaded for free** from the Play Store or App Store and can be **used for free**.

The pulse-oximeter necessary for the application shall also be provided by **INNO-RPM LLC**. International to the user at the price specified in the website readingtheheart.com. The device can be bought at readingtheheart.com or through most of our naturopaths.

This Terms of Use applies to INNO-RPM LLC (hereinafter *INNO-RPM*) as *Provider* and the Customer (User and Naturopath) who registered for the HeartReader Data Analytics (Dashboard) service through invitation (hereinafter as HeartReader or Service) as *Customer* - see detailed definition in the next paragraph. The Customer and the Provider together hereinafter referred to as *Parties*. This registration establishes a contractual relationship between the Parties, where this Terms of Use governs, because the Provider made this document available for the Customer to read before and during the registration and the Customer - by its specific, explicit statement - acknowledged it as binding.

The Service is invite-only for Customer: naturopaths are invited by the HeartReader administrator, end users are invited by the naturopaths.

1. General and contact info of the Provider

1.1 Name of Provider: Inno-RPM

1.2 Registered at: 827 Fairways Court, Suite 202. Stockbridge, GA 30281 USA

1.3 Employer ID No.:

1.4 Represented by: Dr Sándor Zsolt Kulin

1.5 Website: readingtheheart.com

1.6 E-mail: info@innorpm.com

2. General rules on the legal relationship between the parties

2.1. Provider provides the Service for the Customer according to this Terms of Use. Otherwise, the legal relationship between the Parties shall be governed by the applicable law.

2.2. Provider guarantees that it has all the personal, material and technical facilities and expertise required to provide the Service, as well as provide the Service in accordance with the applicable law.

2.3. By using the service, Customer consents that Provider may use contributors (subcontractors) to carry out the services ordered by the Customer. The Provider is liable for these indirect activities entrusted to its subcontractors as if it had carried out the activities itself.

3. The HeartReader (Service) usage and processes

3.1 The Customer acknowledges that the technical prerequisite for using the **Data Analytics service (Dashboard)** is to have the actual or previous version of either Microsoft Edge, Chrome, Firefox or Safari mobile web browsers.

The technical prerequisite for using the mobile application service is to have a smartphone which runs at least iOS 14.0 / Android 7.0., and capable of Bluetooth connection with external devices and has a stable data network connection.

3.2. The Customer acknowledges that it is a prerequisite for using the measurement function of the Service to have at least one healthy finger.

3.3.1. The service **registration steps for naturopaths** are the following:

3.3.1.1. The Therapist provides a contact email to the HeartReader administrator to initiate the registration process. The Therapist receives an invitation to register in email from the HeartReader administrator.

3.3.1.2. The Therapist opens the link in the invitation email to get to the registration page, where he is presented with this Terms of Use and the Privacy Policy document. After reading the documents the Therapist needs to declare his knowledge and acceptance of the documents by checking the boxes. Finally, a custom password is required to protect the newly registered account.

3.3.1.3. The registration is complete and the User is asked to download the HeartReader application from the Play Store or App Store in the next step. The user is ready to enter his Data Analysis /Dashboard account.

3.3.2 The Service **registration steps for Users** are the following:

3.3.2.1. The User is directly invited to the Service by SMS. The SMS is sent by an admin of the Provider or its Partner (also named *Therapist*).

3.3.2.2. The User follows the link in the invitation SMS to get to the registration page, where he is presented with this Terms of Use and the Privacy Policy document. After reading the documents the User needs to declare his knowledge and acceptance of the documents by checking the boxes. Finally, a custom password is required to protect the newly registered account.

3.3.2.3. The registration is complete and the User is asked to download the HeartReader application from the Play Store or App Store in the next step. The user is ready to enter his Data Analysis /Dashboard account.

3.4. Parties agree that their contractual relationship establishes when - according to the registration flow described in 3.3.1.3 for naturopaths, 3.3.2.3 for Users- the Customer successfully reaches the 'Successful Registration' step after the new password setting and approving the consents.

3.5. The Customer acknowledges that the measurements made with the Device at the Customer's disposal are stored in the chosen Customer's HeartReader account and accessible for the Provider and Partner - who invited the Customer to the Service - for examination. This access includes the Customer's profile info, before and after measurement info, comments, the measured pulse-wave data and its calculated parameters. The detailed list of measured and related input data can be found in Appendix 1 of this document.

4. Liability

4.1. The Customer acknowledges that the HeartReader System does not qualify as a validated medical device. The calculated parameters available in the HeartReader System have not undergone medical validation. Measured and calculated parameters are not equivalent and should not be used as a substitute for licensed medical measurement methods and devices.

4.2. The Customer acknowledges that HeartReader does not provide any medical advice, including but not limited to treatment and drug plans, suggestions, diagnosis or evaluation of health conditions. Such advice should always be given by a certified medical professional, therefore HeartReader strongly advises that its Customer seeks a doctor's advice in addition to using this app and before making any medical decisions.

4.3. The Customer acknowledges that the use of the HeartReader system is not a substitute for any kind of medical services. The HeartReader system and any data it processes or generates should not be used to form medical feedback, advice or establish a diagnosis.

4.4. The Provider is not responsible for interpretation of the User's measurement results and advice provided by the Therapist.

4.5. The Provider is not responsible for any consequence or result of the Customer violating the provisions of this section, especially to use the HeartReader service for any kind of medical evaluation or advisory on its own decision.

5. The temporal effect of HeartReader, deactivation of registration, termination of the contract

5.1. The Customer can request the deletion of his HeartReader account in writing to the info@innorpm.com address. In case of such a request, the Provider must complete the deletion in 15 workdays. Deletion means that the Customer can't log in to the Service, the

Customer's personal information such as name, email is deleted, but the measurement data is stored in an anonymized way. Anonymous information is information that cannot be linked to an identified or identifiable natural person and any anonymised data that it originates from (original) individuals will no longer be recoverable, anonymized data is no longer personal data and therefore Service Provider will no longer apply the data protection rules.

5.2. The Customer acknowledges that the Provider has the right to suspend or delete the Customer's account without any warning at any time.

5.3 The Customer acknowledges that when the Therapist terminates his or her contract, the User will be assigned to a different Therapist.

5.4 If the Customer has not paid for the licence after 5 days he or she cannot see the measurements taken on the Dashboard. Measurements can be taken independently of payment of the subscription fee.

5.5 Reimbursement of the license as provided in the Service is not possible.

5.6 The Customer has a period of notice of 15 working days.

6. Data protection, confidentiality

6.1. Following the Customers direct consent, the Provider carries out the data management related to the Service in full compliance with the applicable legislation, especially the provisions of 'Act CXII of 2011 on information self-determination and freedom of information', and the 'EU General Data Protection Regulation (GDPR)'. The Provider is committed to defending its Customers' and Partners' personal data and it attaches great importance to

respect for their information self-determination rights. The Provider keeps the personal data confidential and takes all safety, technical and organizational measures that preserve data security and guarantees.

6.2. The Provider publishes its Privacy Policy document on readingtheheart.com. The Provider recognizes this document as binding on itself. The Privacy Policy document describes the data subjects' rights regarding the data processing, the scope of the data to be processed, the duration of the data processing, the purpose of use and, where necessary, the fact of transmitting data, the recipients and the data processors involved in providing the service.

6.3. Provider shall be bound by the obligation of confidentiality in respect of all data (including, in particular, fitness) received by Customer in connection with the performance of the Service during the term of this Agreement, even for an unlimited period of time, unless the Customer has waived this expressly in writing.

6.4 The Customer acknowledges and consents that the data collected or processed by the Provider during the term of the contract can be used for statistical and research purposes by the Provider. The Provider as the data processor generates the data to be used for research purposes from the data it processes, in such a way as to ensure the definitive anonymity of these data (anonymous information is information that cannot be linked to an identified or identifiable natural person) and any anonymised data that it originates from (original) individuals will no longer be recoverable, anonymized data is no longer personal data and therefore Provider will no longer apply the data protection rules.

6.5 The Customer consents that the Therapist has insight to the Customer's data in order to provide the Service.

6.6 The User consents that the Therapist has insight to the User's data in order to coach the User (interpretation of the data, coaching advice). Provider is not responsible for the service provided by the Therapist.

6.7 INNO-RPM is and remains the rightful owner of the software provided in the Service.

7. Other provisions

7.1. Parties agree that all communication regarding the Service or contract is official if sent from the email address of the Customer which is linked to the Customer's HeartReader account to the Provider's address info@innorpm.com. Likewise, the official email address for such communication on the Provider side is info@innorpm.com.

7.2. In case any provision or part of a provision in this Terms of Use document is or becomes invalid or unenforceable, it has no effect on any other provision of this document. In this case, the interpretation (s) of the regulation (s), which are as close as possible to the objectives of the invalid or unenforceable provision (s), shall apply. In case such interpretation is impossible for legal reasons, the Parties undertake to enter into supplementary contract(s) in the spirit of these regulations. This provision shall apply to any regulatory gaps that may arise during the implementation or interpretation of the Terms of Use.

7.3. For further information and complaints regarding the Service, please contact the Service Provider, Inno-RPM, e-mail for Users: info@innorpm.com, email for naturopaths: helpdesk@innorpm.com. The Service Provider accepts complaints related to the Service only from the Customer or (its) Therapist. The Service Provider shall notify Customer in writing, within 15 business days of its receipt, of any complaints regarding such complaints, at the contact details it provides.

7.4. The Service Provider is entitled to unilaterally amend the Terms of Use at any time, but must publish the modifications on its website (readingtheheart.com) at least 15 days prior to the effective date of the amendment. The modified terms of Use shall enter into force when the 15 day due date is passed. The amendment of the present terms of Use does not affect the contract already concluded on the basis of a previous Terms of Use.

7.5. The appendix to these Terms of Use are an integral part of the Terms of Use.

7.6. This Terms of Use will be effective as of October 1, 2021, and will remain in effect until modified or revoked.

Appendix 1 - Measured and other input parameters

1. Weight (manual input)
2. Height (manual input)
3. Birth Date (manual input)
4. Blood Pressure (systolic and diastolic) (manual input)
5. Current complaints and symptoms (manual input)
6. Significant food intake in the previous 2 hours (manual input)
7. Alcohol consumption in the previous 2 hours? (manual input)
8. Energy drink consumption in the previous 2 hours? (manual input)
9. Coffee consumption in the previous 2 hours? (manual input)
10. Physical exercise/sport in the previous 2 hours (manual input)
11. Other information affecting circumstances of the measurement (manual input)
12. Mean heart rate (measured/recorded)
13. Blood oxygen level (measured/recorded)

14. Stiffness index
15. Reflection index
16. Dicrotic Notch index
17. Systolic slope inclination (alpha)
18. Ageing index
19. CV Resilience
20. Cardiac strain
21. Crest time @60
22. SDNN
23. rMSSD
24. HRV stress index
25. Total Power
26. LF/HF
27. Pulse wave (measured/recorded)

Appendix 2 - Pricing

For our service prices and the current price of the BM1000B pulse oximeter please visit our website: readingtheheart.com

The application can be downloaded for free from the Play Store or App Store.