

TERMS OF USE - HeartReader Mobile Application

(Valid from December 17, 2022)

This Terms of Use applies to E-Med4All Europe Kft. as *Developer* and the Users who registered for the HeartReader mobile application service through invitation (hereinafter as HeartReader or Service) as *User* - see detailed definition in the next paragraph. The Developer and the User together hereinafter referred to as *Parties*. This registration establishes a contractual relationship between the Parties, where this Terms of Use governs, because the Developer made this document available for the User to read before and during the registration and the User - by its specific, explicit statement - acknowledged it as binding.

The Service is invite-only for Users.

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 HeartReader device necessary for the application is provided by Distributors (listed on the Developer's home page) to the User.

1. General and contact info of the Developer

1.1 Name of Developer: E-Med4All Europe Kft.

1.2 Registered at: 1036 Budapest, Bécsi út 85/B, Hungary

1.3 VAT number: 26315287241

1.4 Represented by: Dr Sándor Zsolt Kulin

1.5 Website: <https://hello.emed4all.com/HeartReader>

1.6 E-mail: info@readingtheheart.com

2. General rules on the legal relationship between the parties

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

2.2. Developer 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, User consents that Developer may use contributors (subcontractors) to carry out the services ordered by the User. The Developer 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 User acknowledges that 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 User 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 Users** are the following (option A):

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

3.3.1.2. The User opens the link in the invitation email to get to the registration page, where he/she 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.

3.3.1.3. 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.

3.3.2 The Service **registration steps for Users** are the following (option B):

3.3.2.1. The User is directly invited to the Service by SMS. The SMS is sent by an admin of the Developer or its partner.

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.

3.4. Parties agree that their contractual relationship establishes when - according to the registration flow described in 3.3.1.3 (option A), or in 3.3.2.3 (option B) the User successfully

reaches the 'Successful Registration' step after the new password setting and approving the consents.

3.5. In the event of Device (pulse-oximeter) malfunction, the User can contact the Distributor. The Device will be replaced if the nature of the malfunction is warranty.

3.6. The User acknowledges that the measurements made with the Device at the User's (invitee) disposal are stored in the chosen User's HeartReader account and accessible for the User (inviter) who invited the User for monitoring. This access includes the User'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 User acknowledges that the **HeartReader System is a general wellness and ageing tracker tool** that 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 User 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 User seeks a doctor's advice in addition to using this app and before making any medical decisions.

4.3. The User 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 Developer is not responsible for interpretation of the User's (invitee) measurement results and advice provided User (inviter).

4.5. The Developer is not responsible for any consequence or result of the User 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 User can request the deletion of his HeartReader account in writing to the info@innorpm.com address. In case of such a request, the Developer must complete the deletion in 15 workdays. Deletion means that the User can't log in to the Service, the User'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 Developer will no longer apply the data protection rules.

5.2. The deletion of the User's account also means the termination of the contract.

5.3. The User acknowledges that the Developer has the right to suspend or delete the User's account without any warning at any time.

5.4 The User (invitee) acknowledges that when the User (inviter) terminates his or her contract, the User (invitee) will be assigned to a different User.

6. Data protection, confidentiality

6.1. Following the Users direct consent, the Developer 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 Developer is committed to defending its Users' and Partners' personal data and it attaches great importance to respect for their information self-determination rights. The Developer keeps the personal data confidential and takes all safety, technical and organisational measures that preserve data security and guarantees.

6.2. The Developer publishes its Privacy Policy document on info@readingtheheart.com. The Developer 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. Developer shall be bound by the obligation of confidentiality in respect of all data received by User in connection with the performance of the Service during the term of this Agreement, even for an unlimited period of time, unless the User has waived this expressly in writing.

6.5. The User acknowledges and consents that the data collected or processed by the Developer during the term of the contract can be used anonymously for statistical and research purposes by the Developer. The Developer 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 Developer will no longer apply the data protection rules.

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

6.7 E-Med4All Europe Kft. 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 User which is linked to the User's HeartReader account to the Developer's address info@readingtheheart.com. Likewise, the official email address for such communication on the Developer side is info@readingtheheart.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 Developer, IE-Med4All Europe Kft., e-mail: info@readingtheheart.com. The Service Developer accepts complaints related to the Service only from the User. The Service



Developer shall notify User 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 Developer is entitled to unilaterally amend the Terms of Use at any time, but must publish the modifications on its website (<https://hello.emed4all.com/HeartReader>) 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 December 17, 2022, 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. Systolic slope inclination (alpha)
15. Pulse wave (measured/recorded)