

# TERMS OF USE - ASTHMATUNER

## **1 TERMS OF USE**

- 1.1 The following terms of use (the "Terms of Use") apply between MediTuner AB, org. 556982-8295 (hereinafter referred to as "MediTuner" or "us"), and the resident registered as a single user of MediTuner's AsthmaTuner (the "User").
- 1.2 AsthmaTuner is a patent-pending digital self-care and support system that gives asthmatics an individually adapted treatment recommendation and connects the patients with the health care system for improved self-care and care through an application that is downloaded to the user's smart phone (the "application") and through a spirometer that is connected to it smart phone to measure lung function ("Spirometer") (hereinafter referred to as "Service").
- 1.3 A "User Account" refers to the account that the User is provided for access to the Service. The user can choose to give a healthcare provider access to the information that the User registers in the User account. The user can further, through the User account, authorize the Caregiver to create a treatment plan within the framework of the Service and thereby contribute to their self-care.
- 1.4 The terms of the agreement apply to the User's User Account in the Service and related services on the electronic website for the User and the Caregiver provided by MediTuner through the Application for iOS and Android as well as website (AsthmaTuner)
- 1.5 A prerequisite for the delivery of the Service is (i) that the User disposes of a smart phone that supports the Service and (ii) that the User electronically accepts MediTuner's applicable terms of use for the Service at the first login time. If the User does not accept the Terms of Use or MediTuner is not provided for the necessary information by the Service, MediTuner is not obliged to provide the Service.

## **2 USER REGISTRATION**

- 2.1 The User accepts these Terms of Use after downloading the Application and can then register their user data and create a user account after verifying their identity using the Mobile Bank ID or other applicable verification method directly in the Application. By such registration, the user accepts these Terms of Use.
- 2.2 To register for the Service, the User must have his own Bank ID or other applicable verification method and a registration may only be intended for personal use.

However, the person who is the guardian of a child has the right to use the Service by creating an account for the child's account when the guardian is logged in with Bank ID, or other applicable verification method. For accounts created for children, the same terms of use apply.

### **3 USER RESPONSIBILITY**

3.1 The user undertakes to:

- a) Not to use the Service for purposes other than personal self-care of asthma and only in cases where the User is authorized under "User registration" above;
- b) where applicable, pay for the use of the Service by the amount and within the time specified by MediTuner;
- c) immediately notify MediTuner via support@asthmatuner.com if the User suspects that any other person has been granted access to the User's two-factor authentication or otherwise to the User login to AsthmaTuner;
- d) promptly notify interruptions or errors in the Service's availability to MediTuner's customer service via support@asthmatuner.com;
- e) in the case of user registration according to the above, provide information that is correct and undertakes to keep its User Account updated and up-to-date for the entire contract period, and immediately notify changes to previously submitted information about changes to them, such as name, address, telephone number, e-mail, credit card details, etc
- f) not to distribute or otherwise transmit data or information within the scope of the Service (i) the User is not entitled to distribute by law or contract, (ii) infringe, contribute to infringement, or invite others to infringe intellectual property rights or business secrets, (iii) contain viruses, trojans, internet worms, other malicious software or malicious code, or otherwise harm or adversely affect the Service, or (iv) otherwise cause harm or other inconvenience to MediTuner or any third party.

### **4 USER RIGHTS**

#### *Warranty*

4.1 The warranty period is two years from the date of purchase. The warranty covers manufacturing defects on the Spirometer and permanent errors in the Application. Parts other than those mentioned above are not covered by the warranty. To get the

Service exchanged under this warranty, please register at support@asthmatuner.com. In the user's email, it should specify the name, address, order number and a detailed description of the question. Finally, write "return of purchase" as the subject heading in your email.

4.2 Please note, however, that costs will be charged for repairs / returns in the following cases. This also applies during the warranty period.

- a) Faults or damage caused by inappropriate use or negligence (shock damage, dents etc.)
- b) Faults or damage caused by fire, water or a natural disaster.
- c) c) Natural aesthetic changes arising from normal use or aging (scratches, etc.)

4.3 This Warranty warrants that the User may receive free repairs / returns in accordance with the Terms of Use and within the time of the warranty. The warranty does not limit any legal right that applies to the User as a customer.

#### *Return Policy*

4.4 As a consumer, the User has the right to return an order within 14 days from the User receiving the goods (right of withdrawal). The right of withdrawal does not apply to goods that cannot be returned with broken seal due to health or hygiene reasons and the seal has been broken by the consumer. If the Spirometer packaging is broken, the user loses the right to exercise the right of withdrawal.

4.5 If the User wishes to exercise the right of withdrawal, the User shall send a clear and clear message about his decision to withdraw from the Service to MediTuner (eg a letter sent by post, fax or e-mail). The user can use the following template, but the User must not use it ([http://www.konsumentverket.se/contentassets/c78f43844da74c7786821d8d12a98b5a/angerblankett\\_konsumentverket\\_150817.pdf](http://www.konsumentverket.se/contentassets/c78f43844da74c7786821d8d12a98b5a/angerblankett_konsumentverket_150817.pdf)). MediTuner will give the User an address to send the Spirometer to. The costs, such as shipping and postage, etc., to send back the Spirometer are paid by the User.

4.6 If the User withdraws the Service, MediTuner will repay all payments MediTuner received from the User, among them also delivery costs (but then no extra delivery costs due to the User having chosen any other delivery method than the cheapest standard delivery we offer). The repayment will take place without unnecessary delay and in any case no later than 14 days from the date on which MediTuner was informed of the User's decision to withdraw from the Service. However, MediTuner may wait with the refund until MediTuner receives the Spirometer or the User has

shown that the Spirometer has been sent back. MediTuner will use the same means of payment for the refund that the User himself has used for the order, if the User does not explicitly agree with us about anything else. In any case, the refund will not cost the User anything.

- 4.7 Om Användaren frånträder Tjänsten kommer MediTuner att betala tillbaka alla betalningar MediTuner fått från Användaren, bland dem också leveranskostnader (men då räknas inte extra leveranskostnader till följd av att Användaren valt något annat leveranssätt än den billigaste standardleverans vi erbjuder). Återbetalningen kommer att ske utan onödigt dröjsmål och i vilket fall som helst senast 14 dagar från och med den dag då MediTuner underrättades om Användarens beslut att frånträda Tjänsten. MediTuner får dock vänta med återbetalningen tills MediTuner tagit emot Spirometern eller Användaren har visat att Spirometern har sänts tillbaka. MediTuner kommer att använda samma betalningsmedel för återbetalningen som Användaren själv har använt för beställningen, om Användaren inte uttryckligen kommit överens med oss om något annat. I vilket fall som helst kommer återbetalningen inte att kosta Användaren något.

If the Spirometer and its packaging are returned in changed condition, the User is obliged to compensate for any impairment.

#### *Complaints*

- 4.8 It is important that the User as customer carefully examines the Service when the User has received or joined it. If the Spirometer is damaged during transport, the User must report this as soon as possible to the carrier. This is true whether or not it is a visible damage. If the User, upon receipt of or after accessing the Service, discovers that it is damaged or does not correspond to what the User ordered, the User shall contact Medituner within 14 days.
- 4.9 Any complaints must be made to MediTuner's customer service or to support@asthmatuner.com. Please provide us with your order number and the reason for the User's complaint and we will return to the User shortly with instructions on how the User should proceed to return the Service.
- 4.10 Faulty Spirometers returned to MediTuner should still be treated carefully and as if they were error free. With regard to all returns due to complaints, it is of great importance that the Spirometer is packed so that it cannot be damaged during transport. For cases where a returned spirometer does not have any errors, MediTuner will charge a fee of SEK 100 in transport cost.

- 4.11 If a Spirometer is to be replaced, this is done against a product of the corresponding model. If a certain Spirometer is no longer available, the User is instead entitled to a refund.
- 4.12 If the User as a consumer feels that the Service The user has purchased from us is incorrect, but we do not agree with the User, we have a dispute. In order to have this dispute tried, the User can turn to the Public Advisory Board, Box 174, 101 23 Stockholm, [www.arn.se](http://www.arn.se). We participate in the dispute resolution and follow ARN's recommendations. See also the EU Commission's website for alternative dispute resolution regarding consumers' online purchases.

## **5 MEDI TUNERS RIGHTS**

- 5.1 It is the responsibility of MediTuner to ensure that the Service fulfills the regulatory requirements imposed on a medical device of the type in question.
- 5.2 MediTuner is responsible for the service's function and quality and undertakes to offer reasonable technical support to the user.
- 5.3 MediTuner makes no warranties and makes no commitments, including (but not limited to) guarantees or commitments regarding the Service in addition to what is expressly stated in the Terms of Use.
- 5.4 MediTuner shall under no circumstances be liable to the User for any indirect losses or damages arising from any action or omission relating to the delivery of the Service.
- 5.5 MediTuner's total liability in relation to a claim from the User shall in all respects be limited to the license fee paid for the User Account in the last twelve months.
- 5.6 MediTuner is not responsible for the availability of the Service, technical disruptions or loss of data, unless otherwise stated in the applicable legislation. MediTuner is not obliged, except as a result of mandatory law, to pay compensation for it due to errors, deficiencies, data loss or other breach of contract by MediTuner's side.
- 5.7 The limitations of liability as described above do not apply if MediTuner has caused the User harm through gross negligence or intentional action.

## **6 INTELLECTUAL PROPERTY RIGHTS**

- 6.1 All intellectual property rights to the Service, including further development or other processing or modification thereof, are attributable to MediTuner.

- 6.2 The User undertakes not to, without MediTuner's written consent, make the Service available to anyone other than the User under the conditions stated in the User Terms.
- 6.3 The User is not entitled to intervene in the Service or to remove or change the trademark, trade name, copyright statement or other labelling when marketing the Service. The clinic does not have the right to modify, supplement, decompile or reassemble the Service to a greater extent than follows from the Copyright Act in order to replicate its source code.
- 6.4 The user shall inform MediTuner without delay of any infringement or suspected infringement of MediTuner's intellectual property rights to the Service. MediTuner has no obligation to defend such rights. If MediTuner chooses to do this, the User shall, to a reasonable extent and at his own expense, assist MediTuner in this regard.

## **7 TERMINATION OF THE SERVICE**

- 7.1 The Agreement on the Service is valid until further notice. MediTuner and the User have the right to terminate the agreement at any time with a notice period of one (1) month.
- 7.2 If the User wishes to discontinue use of the Service, the User shall contact their Healthcare Provider or MediTuner at support@asthmatuner.com for removal of the account. In the event of such termination, MediTuner shall promptly remove the terminated User Account and remove all supplies and the User's personal data, unless legislation requires otherwise, in accordance with the Personal Data Policy asthmatuner.com.
- 7.3 Termination of the Agreement shall not affect any Party's rights and obligations arising prior to the date of termination.
- 7.4 If MediTuner judges that the User abuses the Service, the User may immediately be shut down. The user will then be notified in writing that such action has been taken.
- 7.5 MediTuner also has the right to immediately cease providing the Service to the Clinic if payment from the User or the Caregiver fails.
- 7.6 MediTuner may, at any time, without notice, change the design of the Service and its functions, or discontinue providing the Service.

## **8 FORCE MAJEURE**

- 8.1 If MediTuner's fulfillment of its obligations under the Terms of Use is substantially impeded or prevented due to circumstances beyond MediTuner's inability to control

and the consequences of which MediTuner could not reasonably have avoided or overcome, such as, for example, general work conflict, fire, lightning strike, terrorist attack, natural disaster, restrictions in the energy supply, altered government regulations, government intervention and errors or delays in services from supplier / subcontractor due to circumstance stated here, this shall constitute the grounds for exemption which entails exemption from damages and other penalties.

## **9 PERSONAL DATA**

- 9.1 MediTuner processes the User's personal information in accordance with what is stated in our Privacy Policy and is available at [asthmatuner.com](http://asthmatuner.com)

## **10 CHANGES AND TRANSFER OF RIGHTS**

- 10.1 MediTuner has the right to make changes to these Terms of Use, and to publish the new Terms of Use at [asthmatuner.com](http://asthmatuner.com) in reasonable time before any change is made. A new version of these Terms of Use enters into force 30 days after the new version of the Terms of Use was published on the website and becomes applicable to the User when the User, after such time, uses the Service or otherwise approves the new User Terms. We endeavor to publish the earlier versions of the Terms of Use, if available, for the previous 12-month period. The user can view these earlier versions by visiting our site.
- 10.2 MediTuner has the right to transfer the Service, including all related rights and obligations, to third parties.

## **11 DISPUTE AND APPLICABLE LAW**

- 11.1 The terms of the agreement shall be interpreted and applied in accordance with Swedish law. Disputes arising from Terms of Use are decided by a public court with the district court in the place where the User lives as the first instance. More information on this can be found at [www.asthmatuner.com](http://www.asthmatuner.com).

## **12 CONTINUED VALIDITY**

- 12.1 If one or more provisions of these Terms of Use are considered invalid, illegal or impossible to enforce, the validity, legality and enforceability of the remaining provisions shall remain in force.

These Terms of Use apply from March 5, 2018.

---