



Precordior AF App – Terms of Use

The present Terms of Use are supplied electronically for the registration of the application and on our Website. A paper format is available on request at info@precordior.com

In order to be able to use our Products, you first need to accept and agree to our Privacy Policy. You cannot use the Products unless you first accept our Privacy Policy.

BY USING THE APPLICATION, YOU ALSO ACCEPT OUR TERMS OF USE. PLEASE MAKE SURE YOU CAREFULLY READ THE PRESENTED TERMS OF USE BEFORE USING THE APPLICATION.

The present Terms of Use detail the terms and conditions subject to which users are allowed to use the Application. The Terms of Use relate to the fee which is charged from you, the cases in which Precordior may be held liable and how long you are allowed to use the application for. We would advise you to return to this page on a regular basis to keep up to date of the latest version of the present Terms of Use.

If you have any questions about the Products (as defined hereinafter) or this Agreement, please contact us via info@precordior.com

PLEASE NOTE THAT YOU ARE NOT OBLIGED TO INSTALL THE APPLICATION AND YOUR REFUSAL TO INSTALL THE APPLICATION DOES NOT HAVE ANY IMPACT ON THE TREATMENT BY YOUR PHYSICIAN OR THE QUALITY OF SUCH TREATMENT.

PRECORDIOR EMPHASIZES THAT YOUR PRECORDIOR HEALTH DATA IS YOUR PRIVATE DATA. YOUR PHYSICIAN DOES NOT HAVE ACCESS TO YOUR DATA UNLESS YOU HAVE SEPARATELY AGREED TO THIS AND THEREFORE IT IS SOLELY ON YOUR RESPONSIBILITY TO SEEK MEDICAL ATTENTION FOR THE DETECTED ATRIAL FIBRILLATION. IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, PLEASE CONTACT YOUR PHYSICIAN OR THE EMERGENCY SERVICES IMMEDIATELY.

The Application is operated and managed by Precordior, a limited company registered in Finland in the address of Itäinen Pitkätatu 4, 20500, Turku. The company registration number is 2800927-7.

These Terms of Use (the "Agreement") describe the terms and conditions under which users ("Users" or "you") can use the Application (as defined hereafter).

If you have any questions about the Products (as defined hereinafter) or this Agreement, please contact us via info@precordior.com

1. Description of the application

1.1. Precordior provides Precordior AF App ("Application"), a service that can detect atrial fibrillation, which is the most common cardiac rhythm disorder.

The Precordior AF App Mobile Application ("App") is available in Apple App Store and Google Play for both Android and iOS operating systems. The App is freely downloadable against a purchase fee. The app may be downloaded in a collaboration of a third party (e.g. insurance company or health care provider). In this situation please follow the instructions provided to you from this third party. There is a separate code you need to input while downloading the App.

The Application is available to users in the European countries covered by CE regulation and other countries that also follow CE regulation.



1.2. Precordior AF App consists of the Precordior AF App Mobile Application ("Mobile App") and Precordior AF App Platform ("Platform") cloud system, both referred collectively as the "Application". All analyses are performed in the Platform and the results are sent back to the smart phone. Therefore the Application requires an internet connection to function properly. All analyses and recordings are stored in the Platform. For the Application quality assurance we retain the option to store the data despite if you have deleted it from your personal account. All collected data may be used for quality analyses and algorithm optimization. To gain scientific recognition some analyses from these may be peer reviewed and published. All published data is fully anonymous and recognition of an individual from these data is not possible.

The recordings via the Mobile App are performed by placing the smart phone on your chest on top of your chest bone (sternum). The Mobile App reads data from accelerometer and gyroscope which react to the chest movements caused by your heart beat.

Please note that you as the Application user are solely responsible to act based on the results the Application provides. Your physician and or anybody in Precordior cannot be held accountable. We advise you to seek medical attention without a delay in case of positive recording signaling atrial fibrillation and also in cases where the Application may not show atrial fibrillation but you are not feeling well.

2. Definitions

"Account" means your registered account that you have created through the registration process from an official registration channel;

"Delivery Date" means the date on which you obtained an Account;

"Documentation" means the documents made available to the User by Precordior with regard to the use of the Application;

"Fees" means the amount to be paid by the User (if required) to Precordior.

"Precordior AF App Platform" means the cloud service where all analyses and data are stored ("Platform").

"Intellectual Property Rights" means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights, know-how; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, (f) trade and business names, domain names, database rights, rental rights and any other industrial or intellectual proprietary rights or similar right (whether registered or unregistered); (g) all registrations, applications for registration, renewals, extensions, divisions, improvements or reissues relating to any of these rights and the right to apply for, maintain and enforce any of the preceding items, in each case in any jurisdiction throughout the world;

"Products" means the Application, Website and Documentation;

"Results" means the results of the analysis by the Platform based upon data recorded by the User through the Mobile App;

"Third Parties" means any natural or legal person or entity other than Precordior;

"Website" means the website available at www.precodior.com.

3. Applicability



3.1. By using the Products, you accept the terms and conditions of the present Agreement. If you disagree with any particular provision in the present Agreement, you are not permitted to use the Products in any shape or form.

By accepting the Terms of Use and after the User has completed the registration procedure you expressly confirm that you have access to the intended use of the Application as set out in the present Agreement. As a result thereof, you confirm and accept that you waive your right of revocation as soon as the Application is supplied by Precordior. This means that from this time forward, you are under obligation to comply with the terms and conditions of the present Agreement, without prejudice to your right to withdraw your consent for the processing of your Personal data (see Part 8 of the Privacy Policy).

3.2. Where the Application or the Website draws on services from Third Parties, the terms and conditions of service delivery of the said Third Parties may apply. By using such services from a Third Party, you accept the applicable terms and conditions. Precordior declines all and any liability for the substance of the terms and conditions of the Third Parties.

With respect to the processing of your Personal data by Third Parties, please see Part 6 of our Privacy Policy.

4. Use of the products

Please note that our Products are not directed towards and may not be used by minors.

4.1. You are permitted to use Application only through your own account which you have purchased yourself or has been provided to you by a third party.

4.2. In order to use all functionalities of our Application, you will need Wi-Fi on your mobile device or mobile Internet connection. Access to Wi-Fi or a mobile Internet connection is your own responsibility. Please make sure your mobile device complies with the minimum system requirements as specified on the download page.

If your mobile device does not meet these minimum system requirements, we are unable to guarantee that the Application will work properly. Precordior declines all and any liability for loss or damage due to the fact that you failed to comply with the aforesaid requirements.

4.3. You are co-responsible to uphold the confidentiality and security of the login data of your account, such as your pin code and password (see also Part 6 of the Privacy Policy).

You are wholly responsible for all activities carried on by you under your individual account.

You accept to immediately notify Precordior of any unauthorized use of your account or of any other security breaches. Precordior declines all and any liability for loss or damage due to the fact that you failed to comply with the aforesaid requirements.

4.4. Precordior may, in its sole discretion, provide you with updates. For the avoidance of doubt, Precordior is not obligated to provide any updates to the Application, Documentation or Website.

5. License – restrictions

5.1 License by Precordior. By purchasing the Application, Precordior grants you a non-exclusive, personal, restricted, non-sub-licensable and non-transferable license to use the Application and/or the Documentation in accordance with this Agreement and the Documentation ("License"). You are not allowed to use the Application and/or the Documentation for any commercial purposes or to use the Application and/or Documentation, or a component of the foregoing in a manner not authorized by Precordior. You shall use the Application and/or the Documentation solely in full compliance with (i) this



Agreement;(ii) any additional instructions or policies issued by Precordior, including, but not limited to, those posted within the Precordior smart phone Application or on the Website; (iii) any applicable legislation, rules or regulations and (iv) the Documentation.

5.2 Restrictions. You agree to use the Products only for their intended use as set forth in this Agreement. Within the limits of the applicable law, you are not permitted to (i) make the Application and/or Documentation available or to sell or rent the Application and/or Documentation to any third parties; (ii) adapt, alter, translate or modify in any manner the Application and/or Documentation; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Application and/or Documentation to any third party; (iv) decompile, reverse engineer, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Application, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; (v) use or copy the Application and/or Documentation except as expressly allowed under this article 6; (vi) gain unauthorized access to accounts of other users or the IT equipment or structure of Precordior to provide the Products or use the Products to conduct or promote any illegal activities; (vi) use the Products to generate unsolicited email advertisements or spam; (vii) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; (viii) use any high volume automatic, electronic or manual process to access, search or harvest information from the Products (including without limitation robots, spiders or scripts); (ix) alter, remove, or obscure any copyright notice, digital watermarks, proprietary legends or other notice included in the Products; (x) intentionally distribute any worms, Trojan horses, corrupted files, or other items of a destructive or deceptive nature or use the Products for any unlawful, invasive, infringing, defamatory or fraudulent purpose; or (xi) remove or in any manner circumvent any technical or other protective measures in the Products.

Except as expressly set forth herein, no express or implied license or right of any kind is granted to you regarding the Products or any part thereof, including but not limited to any right to obtain possession of any source code, data or other technical material relating to the Application.

5.3 License by user. By uploading, creating or otherwise providing information, data or images on or through the Application ("User Content"), and without prejudice to the provisions of our Privacy Policy, you grant Precordior a non-exclusive, royalty-free, worldwide, sub-licensable, transferable, license to use, copy, store, modify, transmit and display User Content to the extent necessary to provide and maintain the Application. Precordior reserves the right, but is not obliged, to review and remove any User Content which is deemed to be in violation with the provisions of the Agreement or otherwise inappropriate, any rights of third parties or any applicable legislation or regulation.

6. Ownership

As between the User and Precordior, the Products and all worldwide Intellectual Property Rights pertaining thereto, are the exclusive property of Precordior and/or its licensors.

All rights in and to the Application and/or Documentation not expressly granted to the User in this Agreement are reserved by Precordior and its licensors. Except as expressly set forth herein, no express or implied license or right of any kind is granted to the User regarding the Application and/or Documentation or any part thereof, including any right to obtain possession of any source code, data or other technical material related to the Application.

7. Suspension

7.1 Suspension for breach. If Precordior becomes aware or suspects, in its sole discretion, any violation by you of this Agreement or any other instructions, guidelines or policies (including but not limited to the Privacy Policy) issued by Precordior, then Precordior may suspend or limit your access to the Application. The duration of any suspension by Precordior will be until you have cured the breach which caused such suspension or limitation.



8. Support

In case you need technical support, you can contact Precordior at info@precordior.com. Precordior makes all reasonable efforts to respond as quickly as possible to any inquiries of Users.

9. Privacy

Precordior is concerned with the protection of your privacy and engages itself to comply with the applicable laws on privacy protection in relation to the processing and its Privacy Policy. Our Privacy Policy is incorporated by reference in this Agreement. You consent to personal data being collected, used and processed in accordance with our Privacy Policy.

Our Privacy Policy has more details on how we obtain and process your Personal data. Our Privacy Policy is included as part of the present Agreement for reference purposes. In order to be able to use our Products, you first need to accept and agree to our Privacy Policy. You cannot use the Products unless you first accept our Privacy Policy.

10. Payment

In consideration for the mobile Application, before you pay any Fees, you will have the opportunity to review and accept the Fees that will be charged. All Fees are non-refundable, to the fullest extent permitted under applicable law.

If you pay any Fees with a credit card, Precordior may seek pre- authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase.

12. Liability

12.1 To the maximum extent permitted under applicable law, Precordior's liability arising out of or in connection with the Products under this Agreement whether in contract, warranty, tort or otherwise, shall not exceed the amount paid out under Precordior's compulsory insurance policy at the date on which the applicable liability claim arises. Nothing in this Agreement shall limit or exclude Precordior's liability for (i) gross negligence; (ii) willful misconduct, (iii) fraud or personal injury.

12.2 To the extent legally permitted under applicable law, Precordior shall not be liable to the User or any third party, for any special, indirect, exemplary, punitive, incidental or consequential damages of any nature including, but not limited to damages or costs due to loss of profits, data, revenue, goodwill, production of use, procurement of substitute services, or property damage arising out of or in connection with the Products under this Agreement, including but not limited to any miscalculations, or the use, misuse, or inability to use the Products, regardless of the cause of action or the theory of liability, whether in tort, contract, or otherwise, even if Precordior have been notified of the likelihood of such damages. The limitation in this article 12.2 shall not apply to the obligations of Precordior under article 14 ("Indemnification").

12.3 You agree that Precordior can only be held liable as per the terms of this article 12 to the extent damages suffered by you are directly attributable to Precordior. For the avoidance of doubt, Precordior shall not be liable for any claims resulting from (i) your unauthorized use of the Application, (ii) your or any third party's modification of (any parts) of the Application, (iii) your failure to use the most recent version of the Application made available to you or your failure to integrate or install any corrections to the Application issued by Precordior, or (iv) your use of the Application in combination with any non-Precordior products or services. The exclusions and limitations of liability under this article shall operate to the benefit of Precordior affiliates and subcontractors under this Agreement to the same extent such provisions operate to the benefit of Precordior.

13. Warranties and disclaimers

13.1 By Precordior. EXCEPT AS EXPRESSLY PROVIDED IN THIS ARTICLE 13 AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCTS AND THE RESULTS ARE PROVIDED "AS IS," AND PRECORDIOR MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER WARRANTIES, COVENANTS OR REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, COURSE OF DEALING, TRADE USAGE OR PRACTICE, MERCHANTABILITY, SUITABILITY, AVAILABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR USE OR PURPOSE, WITH RESPECT TO THE USE, MISUSE, OR INABILITY TO USE THE PRODUCTS, INCLUDING THE RESULTS, (IN WHOLE OR IN PART) OR ANY OTHER PRODUCTS OR SERVICES PROVIDED TO THE USER BY PRECORDIOR. PRECORDIOR DOES NOT WARRANT THAT (i) ALL ERRORS CAN BE CORRECTED, OR THAT ACCESS TO OR OPERATION OF THE PRODUCTS SHALL BE UNINTERRUPTED, SECURE, OR ERROR-FREE, AND (ii) THE INFORMATION, INCLUDING BUT NOT LIMITED TO THE RESULTS, AVAILABLE ON OR TRANSMITTED BY THE APPLICATION IS TRUE, COMPLETE OR ACCURATE. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT PRECORDIOR CANNOT BE HELD LIABLE FOR ANY HEALTHCARE OR RELATED DECISIONS MADE BY YOU OR YOUR PHYSICIAN BASED UPON THE RESULTS TRANSMITTED OR DISPLAYED BY OR ON THE APPLICATION WHETHER SUCH DATA IS ACCURATE OR INACCURATE. YOU ACKNOWLEDGE AND AGREE THAT YOUR PHYSICIAN, AND NOT PRECORDIOR, IS SOLELY RESPONSIBLE FOR THE INTERPRETATION OF THE RESULTS OR OTHER HEALTHCARE INFORMATION RELATED TO YOU. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE PRODUCTS AND THE RESULTS IS AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT THERE ARE RISKS INHERENT TO TRANSMITTING INFORMATION OVER AND STORING INFORMATION ON THE INTERNET AND THAT PRECORDIOR IS NOT RESPONSIBLE FOR ANY LOSSES OF YOUR DATA, INCLUDING BUT NOT LIMITED TO THE RESULTS.

13.2 By User. You represent and warrant to Precordior that you have the authority to enter into this binding agreement personally and (b) that any User Content provided by you for the use of the Application is accurate and truthful and shall not (i) infringe any Intellectual Property Rights of third parties; (ii) misappropriate any trade secret; (iii) be deceptive, defamatory, obscene, pornographic or unlawful; (iv) contain any viruses, worms or other malicious computer programming codes intended to damage Precordior's system or data; or (v) otherwise violate the rights of a third party.

You agree that any use of the Application or Documentation contrary to or in violation of the representations and warranties of User in this article constitutes unauthorized and improper use of the Application and/or Documentation.

14. Indemnification

14.1 By Precordior. Precordior shall defend and indemnify you as specified herein against any founded and well-substantiated claims brought by third parties to the extent such claim is based on an infringement of the Intellectual Property Rights of such third party by the Application and/or Documentation and excluding any claims resulting from (i) your unauthorized use of the Products, (ii) your or any third party's modification of any of the Products, (iii) your failure to use the most recent version of the Application and/or Documentation made available to you, or your failure to install any corrections or updates to such Application and/or Documentation issued by Precordior, if Precordior indicated that such update or correction was required to prevent a potential infringement, or (iv) your use of the Application and/or Documentation in combination with any non-Precordior products or services.

Such indemnity obligation shall be conditional upon the following: (i) Precordior is given prompt written notice of any such claim; (ii) Precordior is granted sole control of the defense and settlement of such a claim; (iii) upon Precordior's request, the User fully cooperates with Precordior in the defense and settlement of such a claim, at Precordior's expense; and (iv) the User makes no admission as to



Precordior's liability in respect of such a claim, nor does the User agree to any settlement in respect of such a claim without Precordior's prior written consent. Provided these conditions are met, Precordior shall indemnify the User for all damages and costs incurred by the User as a result of such a claim, as awarded by a competent court of final instance, or as agreed to by Precordior pursuant to a settlement agreement.

In the event the Application and/or Documentation, in Precordior's reasonable opinion, are likely to or become the subject of a third-party infringement claim (as per this clause 14.1), Precordior shall have the right, at its sole option and expense, to: (i) modify the ((allegedly) infringing part of the) Application and/or Documentation so that they become non- infringing while preserving equivalent functionality; (ii) obtain for the User a license to continue using the Application and/or Documentation in accordance with this Agreement; or (iii) terminate the Agreement and pay to the User an amount equal to a pro rata portion of the Fees for that portion of the Application which is the subject of such infringement.

The foregoing states the entire liability and obligation of Precordior and the sole remedy of the User with respect to any infringement or alleged infringement of any Intellectual Property Rights caused by the Application and/or Documentation or any part thereof.

14.2 By User. You hereby agree to indemnify and hold harmless Precordior and its current and future affiliates, officers, directors, employees, agents and representatives from each and every demand, claim, loss, liability, or damage of any kind whatsoever, including reasonable attorney's fees, whether in tort or in contract, that it or any of them may incur by reason of, or arising out of, any claim which is made by any third party with respect to (i) any breach or violation by you of any provisions of this Agreement or any other instructions or policies issued by Precordior; (ii) any User Content violating any Intellectual Property Rights of a third party and (iii) fraud, intentional misconduct, or gross negligence committed by you.

15. Term and termination

15.1 Precordior shall grant you a license on the Application and/or Documentation unless the Agreement is terminated in accordance with articles 15.2 or 15.3. The User will be eligible to receive all major and minor updates and upgrades for the Application and/or Documentation

15.2 Termination for breach. Precordior may terminate with immediate effect this Agreement and your right to access and use the Application (i) if Precordior believes or has reasonable grounds to suspect that you are violating this Agreement (including but not limited to any violation of the Intellectual Property Rights of Precordior) or any other guidelines or policies (including but not limited to the Privacy Policy) issued by Precordior or (ii) if the User remains suspended for non-payment for more than 60 (sixty) days.

15.3 Effects of termination. Upon the termination of this Agreement for any reason whatsoever in accordance with the provisions of this Agreement, at the moment of effective termination: (i) you will no longer be authorized to access or use the Application or otherwise use any of the features or Results offered by or through the Application; (ii) Precordior may delete data associated with your account, including but not limited to User content or the Results, on the Application and (iii) all rights and obligations of Precordior or User under this Agreement shall terminate, except those rights and obligations under those sections specifically designated in article 16.7.

16. Miscellaneous

16.1 Force Majeure. Precordior shall not be liable for any failure or delay in the performance of its obligations with regard to the Application if such delay or failure is due to causes beyond our control due including by not limited to acts of God, war, strikes or labor disputes, embargoes, government orders, telecommunications, network, computer, server or Internet downtime, unauthorized access to Precordior's information technology systems by third parties or any other cause beyond the reasonable control of Precordior (the "Force Majeure Event"). We shall notify you of the nature of such Force Majeure Event



and the effect on our ability to perform our obligations under this Agreement and how we plan to mitigate the effect of such Force Majeure Event.

16.2 Entire agreement. This Agreement (including the Privacy Policy) constitutes the entire agreement and understanding between you and Precordior with respect to the subject matter hereof and supersedes all prior oral or written agreements, representations or understandings between the Parties relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.

16.3 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

16.4 Waiver. Any failure to enforce any provision of the Agreement shall not constitute a waiver thereof or of any other provision.

16.5 Assignment. You may not assign or transfer this Agreement or any rights or obligations to any third party. Precordior shall be free to (i) transfer or assign (part of) its obligations or rights under the Agreement to one of its affiliates and (ii) to subcontract performance or the support of the performance of this Agreement to its affiliates, to individual contractors and to third party service providers without prior notification to the User.

16.6 Notices. All notices from Precordior intended for receipt by you shall be deemed delivered and effective when sent to the email address provided by you on your Account. If you change this email address, you must update your email address on your Precordior application.

16.7 Survival. Articles 7, 12, 13, 15, 16.8 shall survive any termination or expiration of this Agreement.

16.8 Governing law and jurisdiction. Without prejudice to any mandatory legislation, this Agreement shall be exclusively governed by and construed in accordance with the laws of Finland, without giving effect to any of its conflict of law principles or rules. The courts and tribunals of Finland shall have sole jurisdiction should any dispute arise relating to this Agreement.