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## **PART 1 - GENERAL CONDITIONS**

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#### I. DEFINITIONS

**WEB:** means the website available at [spirocco.com](https://spirocco.com).

**SPIROCCO WEB SERVICE** (hereinafter referred to as "SWS"): a service developed by SPIROCCO and available on the [web.spirocco.com](https://web.spirocco.com), which consists of graphical interfaces through which the USER and the SERVICE PROVIDER interact with the various functions made available by the SWS, allowing in particular the recording, storage, access, management of access rights, deletion, sharing of the USER's personal data and data generated by the use of the Products and Services.

**APPLICATION:** applications developed by Spirocco (Spirocco-Health, Spirocco-Servicer, Spirocco-Kiosk), which allow the User and/or the SERVICE PROVIDER to connect to third party products, receive data from them, log in to the SWS, use the Services.

**SYSTEM:** means the combination of WEB, SWS, APPLICATION.

**USER:** a natural person who has a user account and/or products or services and is acting for personal (non-commercial) purposes.

**SERVER:** a natural or legal person who holds a user account and/or products or services and acts for commercial purposes.

VISITOR: those who browse and/or make a purchase on the WEB site, whether or not they are a USER, SERVER or not.

YOU: means any of the following: USER, SUPPORTER, TAKER.

CONTRACT: means any Contract between SPIROCCO and you based on an order confirmed by SPIROCCO.

USER ACCOUNT: the User's personal account that allows the User to log in to the Application and access the Services in an authenticated and secure manner.

USER'S MANUAL: means the document describing the conditions of use for each product.

PRODUCTS: for all medical and other hardware devices, as well as digital products that can be ordered on spirocco.com.

SERVICE: all digital content, whether free or paid, and related digital services and access to them. Provision of Services The Services consist in particular of:

- Enable the creation of a SPIROCCO user/service provider account;
- Storing and graphically displaying data generated by the use of the Products, including the USER's personal health data;
- Access to the functions offered by the SERVICE PROVIDER;
- Providing data sharing functions for SWS;
- To inform users about SPIROCCO's activities, news, products and services;
- Send marketing communications;
- Directing users to Customer Service.

SPIROCCO: Spirocco Kft. / 1084 Budapest, Auróra u. 30-32. TT/55. / tax number: 25484960-2-42 / company registration number: 01 09 277865

## II. APPLICATION OF THE GENERAL CONDITIONS

2.1 These General Terms and Conditions are concluded between the "USER", "SERVER", "PURCHASER" and SPIROCCO (hereinafter referred to as "the Parties").

2.2 The SPIROCCO Terms and Conditions include the following:

General Terms and Conditions (Part 1)

General Sales Conditions (Part 2)

General Conditions of Use (Part 3)

Privacy Policy (Part 4)

The products and services must be used in accordance with the instructions provided by the manufacturer on [spirocco.com](http://spirocco.com) or with the products.

2.3 The purpose of the General Terms and Conditions is to define the conditions of sale and use of the Products and Services. They contain important information on the rights and obligations of "RESERVE".

2.4.

a. USER/CUSTOMER/CONSUMER acknowledges (i) that he/she has read these terms and conditions, (ii) that he/she will use the related health products and services provided by SPIROCCO and SERVICE PROVIDER for personal and non-commercial use only, (iii) that he/she is authorized to enter into a contractual relationship with us by virtue of his/her age or the laws of the country of his/her residence/residence; (iv) placing an order on the Website shall be deemed to be your unreserved acceptance of the Terms, which you may access, read and agree to prior to paying for your order; and (v) you have been fully informed that placing an order on the Website will result in a payment obligation.

b. The use of the products and services requires the unreserved acceptance of the General Terms and Conditions. The USER/CONSUMER/CONSUMER expressly accepts the Terms and Conditions by ticking the box when creating an account. You can view the current Terms and Conditions at any time, which are available on all pages of the [spirocco.com](http://spirocco.com) website.

2.5 Once accepted, these Terms of Use are valid for the entire period of use of the Products and Services. They apply to any modification, new version, service or feature of the Products and Services.

2.6 SPIROCCO may amend the Terms and Conditions, in particular in the event of changes in legal circumstances and in order to adapt to the evolution of the Products and Services . In this case, we will inform you as soon as possible on the [spirocco.com](http://spirocco.com) website and/or in the "Notifications" section of the Application or by e-mail.

### III. COMMUNICATION

3.1 If you have any questions about the Applications, Products and/or Services or any related notices, please send us an email at [spirocco@spirocco.com](mailto:spirocco@spirocco.com).

3.2. By using the Services, the USER/CUSTOMER/CONSUMER agrees that we may conduct most of our communications electronically, send notifications in the Application or by email. It is the responsibility of the USER/CUSTOMER/CONSUMER to regularly check their emails and the "Notifications" section of the Application.

3.3 All information sent through the Applications or by e-mail, recorded and stored in SPIROCCO's systems, is deemed to be reliable. The Parties shall treat it as authentic until proven otherwise.

#### IV. MIXED PROVISIONS

4.1 The Parties undertake to keep the data and information provided or otherwise made available to the other Party in connection with the present legal relationship, regardless of whether the Party concerned classifies them as trade secrets or not, during the term and validity of the contract and after its termination, and not to use them for their own purposes or for the purposes of third parties or otherwise, not to make them available to third parties or otherwise misuse them, and in this context to comply with the provisions of the Data Protection Regulations. The Parties shall be fully liable for any damage resulting from any breach of confidentiality by themselves or by third parties, employees or other persons in a contractual relationship with them.

4.2 Where cooperation between the Parties involves the release of any information, the Parties shall ensure the accuracy and reliability of such information.

4.3. The Service Provider is entitled to unilaterally amend the GTC, and shall notify the Users affected by the amendment of the change. Users accept the provisions of these GTC when ordering the service, even if they have not concluded a contract with the Service Provider.

4.4 If any provision of the contract becomes invalid, void or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provisions of the contract which shall remain in full force and effect.

4.5 The Parties agree that the provision(s) of the contract that becomes invalid, illegal or unenforceable shall be replaced by a provision that is newly incorporated and that corresponds as closely as possible to the contractual intent of the previous provision(s) that became invalid, illegal or unenforceable and that is lawful and does not adversely affect the Parties. The Service Provider shall be entitled to use an intermediary to fulfil its obligations, the identity of which is set out in the Privacy Policy.

4.6 The present GTC shall be governed by Hungarian law, in particular by Act V of 2013 on the Civil Code ("Civil Code"), the relevant provisions of Government Decree 45/2014 (26.2.2014) on the detailed rules of contracts between consumers and businesses, and Act CVIII of 2001 on certain issues of electronic commerce services and information society services (Elker. tv.).

4.7 Force Majeure Event means any unforeseeable, unforeseeable and external event that prevents SPIROCCO from fulfilling its obligations under the General Terms and Conditions. Examples of such events are fires, floods, accidents, explosions, nuclear disasters, earthquakes, storms, hurricanes, tsunamis, epidemics, damage to industrial equipment, computer system failures, sabotage, strikes or other labour disputes, wars, acts or omissions of local or governmental authorities, difficulties in the supply of energy, raw materials, components or labour.

## **PART 2 - GENERAL CONDITIONS OF SALE**

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### I. PRODUCT AND SERVICE OFFER

1.1 Each Product and Service presented on the Website is accompanied by a description. For Spirocco's Products and Services, only the descriptions, specifications, features and prices presented in SPIROCCO's published materials shall constitute SPIROCCO's approved Product and Service Descriptions. In the case of Third Party Products that are also distributed by Spirocco, only devices purchased through Spirocco are warranted to work properly with the Application. It is your responsibility to verify that the Product(s) and Service(s) described above meet your needs and the intended use(s) for which the Products and Services are intended.

1.2 Sale offers offered by SPIROCCO are valid as long as stock lasts and are available on the Website and in the Applications issued by SPIROCCO, or until the expiry date, if indicated on the Website or in the Applications. Before you identify yourself as a Customer (by entering your order details), you will have the opportunity to enter a discount code or redeem your gift card on this page by entering the appropriate code. You can then confirm your order. You can only use one discount code or gift card for an order. Multiple discount codes or gift cards cannot be used at the same time. Discount codes and promotional offers offered by SPIROCCO cannot be combined. The price shown includes discounts.

### II. SUBSCRIPTION OFFER

2.1. Services provided by subscription. SPIROCCO's subscription will start (i) on the day you install the Product if you receive a free trial when you purchase the Device, or (ii) on the day you purchase a subscription that is not associated with a free trial. This subscription initially commits you to a contract period of a specified duration. Unless otherwise specified, this period is determined by the order confirmation.

2.2. Eligibility for a free trial period. SPIROCCO shall have the sole right to determine the criteria for eligibility for the free trial period of the SPIROCCO subscription. Those who have not subscribed to SPIROCCO within the last twelve (12) months are eligible for the free trial period.

2.3. Billing cycle. SPIROCCO subscription fees will be charged according to the payment method specified on the subscription management website on the billing date specified

(<https://web.spirocco.com>). If you have received a free trial period, the billing cycle will start from the end of the trial period. The billing cycle will be monthly or yearly, depending on the type you choose at the time of subscription. The payment date may be different if (i) the first payment attempt was unsuccessful, (ii) the payment method is not appropriate, (iii) you change the billing cycle, or (iv) the subscription started on a day that is not included in a given month. During the subscription period, you authorize SPIROCCO to automatically deduct subscription fees from the payment method associated with your account, with or without notice. For certain payment methods, the issuer may charge fees, such as foreign transaction fees or other fees associated with processing the payment method. Local taxes may vary depending on the payment method used. For more information, please contact your payment method provider.

2.4. Update payment method. You can change your payment method on the subscription management website: <https://web.spirocco.com>. At this time, you can only change to a credit card payment method. After each update, you authorize us to deduct charges using the new payment method.

2.5. Cancellation. You may terminate your subscription to SPIROCCO at any time. You can continue to access the service until the end of the paid billing period. Payments already made are non-refundable unless you have not received the automatic renewal information above. In this case, you can cancel your subscription free of charge from the renewal date. Any prepayments made after the last renewal, or in the case of an indefinite term subscription, any prepayments made after the conversion of the original fixed term subscription, will in this case be refunded within thirty (30) days, less any amounts due up to the date of completion of the Subscription Services. In the absence of a refund within the thirty (30) day period, the amounts will be refunded at the statutory interest rate. To cancel your subscription, visit the subscription management website at <https://web.spirocco.com> and follow the cancellation instructions. Cancellation of the subscription will result in the termination of the SPIROCCO service and all related features from the date of cancellation. Your devices and all their functions will continue to work as normal. You will be notified by email annually of the terms and conditions of the subscription cancellation.

### PRICE III

3.1. Prices of products and services. Prices are always exclusive of delivery and delivery charges and, for some Products, optional commercial guarantee charges. These will be communicated before the order is confirmed and will be added to the price of the Product ordered.

3.2. Taxes. Depending on where you connect to the Website, the prices shown may not include taxes and customs charges. Please note that the sale price never includes these taxes and customs charges. Your legislation may impose certain direct or indirect taxes which we do not collect. Any taxes or similar charges that are not included in the order process are at your expense.

3.3. Currency. Prices displayed on the Website may be in a currency that is not the currency of your country. We are not responsible for exchange rate charges. Please enquire about the charges and exchange rates applied when placing your order, in particular the payment method you wish to use and which we recommend to you.

3.4. Price changes. The prices presented to you may change at any time. In all cases, the amount displayed when you place your order will apply.

#### IV. IDENTIFICATION OF THE BUYER

##### 4.1 Ordering information.

a) Your details. To place an order, you must provide accurate, up-to-date information, including your name, full postal address and telephone number. This information allows us to fulfill and deliver your order. If we receive incorrect information, we will be relieved of any liability for non-performance of the contract.

b) Data of another person. If you designate another person to receive your order, always make sure that they have given their prior consent to receive your order and have authorised you to provide us with their personal information. We are not responsible for any information provided without the individual's consent.

4.2. Cookies. To facilitate electronic communication, your identification may be automated through the use of cookies. Identification will be automatic unless you delete your web browsing history. We therefore recommend that you clear your browsing history when you close your browser. We are not responsible for any personal information that may be known to one or more third parties if you have given express or implied permission to such third parties by leaving your browser open without deleting your browsing history.

#### V. ORDERS

5.1. Delivery methods. If we offer you different delivery methods, it is your responsibility to

choose one, which will be charged to you at the price indicated. The delivery method chosen will apply to all Products in your basket and the price shown will apply to all Products. If you wish to have Products delivered by different methods, you will need to place multiple orders. Cash vouchers and gift cards do not apply to delivery charges.

5.2. Delivery price. To calculate the price of the order, the delivery cost is added to the basket and the total amount includes the price to be paid. Please note that this price does not include customs duties and all taxes that you may be liable to pay under the legislation applicable to you.

5.3 Choosing a payment method. We offer you several payment methods. After selecting a payment method, you will be asked to fill in a form identifying the payment method you wish to use.

5.4 Summary. In order to fulfil your order, we will send you a summary of your order information so that you can check your order details. This will allow you to change your billing address, delivery address, preferred delivery method and shopping cart before finalising your order and confirming acceptance.

5.5. Finalisation of the order. You acknowledge that placing an order is subject to payment. Failure to pay will prevent the conclusion of the Contract. SPIROCCO will confirm by e-mail receipt of the order, acceptance by SPIROCCO, acceptance of the General Terms and Conditions and payment of the order to the e-mail address provided at the time of ordering.

## VI. FIZETÉS

6.1. Payment options. We provide a number of payment options, such as payment by credit card (Visa, MasterCard, Discover, American Express), PayPal, Google Pay and Apple Pay. This list is not exhaustive and SPIROCCO may make additional payment methods available at the time of ordering.

6.2. Legality of transactions. Payment transactions are carried out through various platforms that allow financial transactions to be carried out. These payment processes are managed by third party companies. In order to protect against fraud, we have implemented a control system that allows us to block or cancel orders in certain cases if we detect suspicious activity. In such cases, we will notify you by email at the address you provide. If you do not agree with the cancellation, please contact our customer service.

6.3. Storage of banking data. In order to make your next purchases faster, we may retain your bank details, provided that you give your prior consent before payment. You can withdraw your consent to storage at any time.

6.4. Subscription fees. If you purchase a subscription to our paid services, we will retain your bank details until the last payment is due, unless the subscription is automatically renewed, in which case we will retain your bank details until cancelled, unless you instruct us otherwise. Your bank details will be deleted when you cancel your subscription.

6.5. Debt management. All amounts due remain payable in full to SPIROCCO. In the event of non-payment, SPIROCCO reserves the right to suspend access to the Service until a satisfactory payment solution is received. Future charges will continue to be billed according to the normal billing cycle, without deferring any other outstanding debt.

## TRANSFER VII

7.1 Delivery terms. In the absence of any instructions to the contrary regarding the delivery period, e.g. the delivery period directly stated on the Website, we undertake to deliver the Products within thirty (30) calendar days from the conclusion of the Contract and payment of the order. Delivery shall be deemed to be physical possession and/or control of the Product. Products are deemed delivered once (i) the Product(s) have been shipped to the address you have provided, either to you or to a third party designated by you; or (ii) the Product has been activated in connection with an account. All risk of loss or damage to the Product(s) passes to you when you or your designated third party takes physical possession of the Product(s).

7.2 Receipt. You or a person designated by you must be present at the address you have provided to receive the delivery at the delivery time operated by SPIROCCO or the delivery person(s) designated by the carrier and take delivery of the Product(s) for inspection and notify us immediately by email if there are any problems with the items delivered.

7.3 If an order is returned because delivery was not possible, and this is not attributable to us or the delivery company we have engaged, we may, without prejudice to your consumer rights, charge you for the necessary re-delivery costs.

7.4. Late delivery. You may withdraw from the Contract if we fail to deliver within thirty (30) calendar days of receipt of your order confirmation e-mail and payment of your order, unless we have specified a period of more than thirty (30) days in your order. You must, however, request us to make delivery within a reasonable additional period before terminating the Contract. Termination may only occur if we fail to perform within that time. You must give notice of termination of the Contract by registered letter with acknowledgement of receipt or other durable medium sent to us. The Contract will be deemed to have terminated when we receive a letter or other written notice of termination, unless your order has been delivered to you in the meantime. You may, however, terminate the Contract with immediate effect if we fail

to meet the time limits set out above and if meeting the applicable time limit is a condition precedent to your compliance.

7.5. Refunds. If the Contract is terminated under the conditions set out above, we will refund the amount paid by you within fourteen (14) days at the latest.

## VIII. RIGHT OF WITHDRAWAL

8.1. Withdrawal period. You shall have thirty (30) days from the date of receipt of the Product or order of the Service to withdraw.

8.2. Exclusion. The right of withdrawal granted by SPIROCCO does not apply in the following cases:

For Services to which you have subscribed, if the Services are fully implemented before the end of the withdrawal period and the implementation of which has started after your prior consent and express waiver of your right of withdrawal;

for the supply of goods made to the Customer's specifications or clearly personalised goods;

for the delivery of goods which are not suitable for return for reasons of health or hygiene if the seal has been removed after delivery;

For the transport of sound or image recordings, computer software in sealed packaging, if the seal has been removed after transport;

For the supply of digital content on a non-physical medium, the performance of which has begun before the expiry of the withdrawal period with payment following your prior consent and express renunciation of your right of withdrawal.

A Product or Service not purchased through the Site shall not benefit from the right of withdrawal and the user shall contact the distributor selling the Product or Service.

8.3 Immediate enforcement. You may request immediate performance of the Services from us. If, upon your express request, you exercise your right to withdraw from an ongoing Services Agreement before the end of the withdrawal period, you must pay the price of the Services provided until you have notified us of your decision. withdrawal is received, in proportion to the total price of the Services for the initial period specified in the Agreement.

8.4. Cancellation notice. You must inform us of your decision to withdraw by means of an unambiguous statement clearly expressing your intention to withdraw (for example, by post or e-mail) or by sending us the enclosed form. For commercial management purposes and in order to improve our products and services, we may ask you to give reasons for your decision.

8.5. Return of Products. The cancellation decision obliges you to return the Product(s) affected by the cancellation, together with all accessories, to us within a maximum of fourteen (14) days of the notification of the cancellation decision. The Product(s) will be returned at your expense. The burden of proving that you have exercised your right of withdrawal and returned the Product(s) shall be on you. We therefore advise you to inform us of your decision to withdraw by registered letter with acknowledgement of receipt, or by completing and sending the standard withdrawal form or any other clear declaration to our email address [spirocco@spirocco.com](mailto:spirocco@spirocco.com). If you choose this option, we will send you the withdrawal confirmation immediately on a durable medium (e.g. by e-mail). Your Product(s) and accessories must be returned to the addresses provided by our customer service.

8.6. Refund. Upon receipt and verification of the product(s), we will send you a refund as soon as possible, but no later than fourteen (14) days after informing you of our decision to cancel.

## IX. AFTER-SALES SERVICE

We provide after-sales service for any issues that may arise in relation to our products and/or services. In order to respond to your request for support, some of your personal data may be temporarily transferred to our dedicated service provider until the issue is resolved. We will ensure that our service strictly adheres to our privacy policy.

## X. LEGAL GUARANTEE

10.1. SPIROCCO Website. SPIROCCO cannot be held liable for any direct or indirect damage that you may suffer as a result of using the website and/or applications when placing an order. The service related to the order placed on the website or applications is provided "as is" and "as available". SPIROCCO makes no warranty, express or implied, in relation to this service, in particular as to its continuity.

10.2. SPIROCCO Products and Services. By placing an order on the Website and/or our Apps, you benefit from the legal warranties that apply to each and every product and service. These guarantees may vary depending on your country of residence. The legal guarantees apply independently of the commercial guarantees. If you are a consumer, and provided that SPIROCCO is the seller from whom you purchased the goods, SPIROCCO is liable for any non-compliance with the contractual specifications or digital content or digital service of the goods, as well as for any latent defects in the goods sold. Legal guarantees can be claimed by

contacting the customer service department and presenting proof of purchase and full product details. The products must be returned by post at your expense or by the means provided by the customer service. As part of SPIROCCO's commitment to the environment, some products may be replaced with refurbished products. These refurbished products are repaired and fully functional products that have been tested to ensure that they meet legal safety requirements and are fit for their intended purpose.

10.3 Legal Guarantee. Seller shall deliver the goods in conformity with the contract and shall be liable for any non-conformity at the time of delivery. To conform to the contract, the goods must meet the following criteria:

- must comply with the specification, type, quantity and quality, with particular attention to characteristics, compatibility, interoperability or any other characteristic required by the contract;
- be suitable for any special use brought to SPIROCCO's attention by the consumer at the latest at the time of conclusion of the contract and accepted by SPIROCCO;
- be delivered with all accessories and installation instructions, in accordance with the contract;

10.4. Terms of the Legal Guarantee.

The legal guarantee of SPIROCCO products can be enforced according to the following procedures:

"The consumer has two years from the delivery of the goods to request the enforcement of the legal guarantee in case of non-compliance. During this period, the consumer only has to prove the existence of the non-conformity.

"If the contract of sale of the goods provides for the provision of digital content or digital services on a continuous basis for a period of more than two years, the legal guarantee applies to that digital content or digital service during the period of the insurance provided. During this period, the consumer only has to prove the existence of a lack of conformity of the digital content or digital service.

"The legal guarantee of conformity is an obligation for the trader to provide all necessary updates to maintain the conformity of the product.

"The legal guarantee allows the consumer to have the goods repaired or replaced within 30 days, free of charge and without significant inconvenience.

"If the goods are repaired under the legal guarantee, the consumer will receive a six-month extension to the original guarantee period.

"If the consumer asks for the goods to be repaired, but the seller asks for a replacement, the legal guarantee is renewed for two years from the date of the replacement.

"Consumers can ask for a reduction in the purchase price if they keep the goods or terminate the contract and receive a full refund if they return the goods if:

"(1) The professional refuses to exchange or repair;

"(2) The exchange or repair shall take place after thirty days;

"(3) The replacement or repair of the goods causes significant inconvenience to the consumer, in particular if the consumer has to bear the full cost of returning or removing the non-conforming goods or if the consumer has to bear the cost of installing or replacing the repaired goods;

"(4) The non-conformity of the goods persists despite the seller's unsuccessful attempts to have them altered.

"The consumer also has the right to a reduction in the price or termination of the contract if the lack of conformity is so serious that it justifies an immediate reduction in the price or termination of the contract. The consumer is not obliged to request a replacement or repair in advance.

The consumer is not entitled to cancel the purchase if the non-conformity is minor.

"Any period of time for repair or replacement of the goods will suspend the remaining warranty period until delivery of the repaired goods.

## XI. REFUND POLICY

SPIROCCO agrees to refund the purchase price (excluding shipping charges) if the product is returned within 30 days of purchase and is in its original condition, with all accessories, in the original packaging, if any. The refund will be received within a maximum of 60 days of the refund method of your choice. You will need to contact our customer service team to complete your refund request.

## XII. HANDLING COMPLAINTS

If you have any problems or complaints about our Products or Services, please contact our

customer support. Our customer service is available from 9am to 5pm on working days. We aim to resolve all complaints as soon as possible.

### XIII. JURISDICTION

These Terms and Conditions and any legal relationship you enter into in connection with your purchase from SPIROCCO shall be governed by Hungarian law. In the event of any dispute, the parties agree that the Hungarian courts shall have jurisdiction. Please note that you also have the right to contact your local consumer protection authority should any problems arise.

### XIV. CONTACT DETAILS

SPIROCCO customer support can be reached at:

- Email: [spirocco@spirocco.com](mailto:spirocco@spirocco.com)
- Telephone: +36 1 70 18 16 50
- Address: SPIROCCO, 1085 Budapest, Kőfaragó u 9. 3/1., Hungary

### XV. FINAL PROVISIONS

These Terms and Conditions constitute the entire agreement between you and SPIROCCO and supersede all prior agreements on this subject. If any part of these terms and conditions is found to be invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions.

## **PART 3 GENERAL CONDITIONS OF USE**

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#### I. ACCESS TO SERVICES

1.1 The WEB is available at [spirocco.com](http://spirocco.com).

1.2 The APPLICATION and related services are available through the App Store and Google Play app stores. You must comply with the terms of use for the online store used to download the App.

1.3. The SWS can be accessed from [web.spirocco.com](http://web.spirocco.com) or from the link on the WEB interface.

1.4 SPIROCCO will make every effort to ensure the reliability and availability of the SYSTEM 24 hours a day. SPIROCCO shall not be liable in any way for any failure, error or anomaly in the use of the Services or for any interruption of access for any reason or duration. In the event of a scheduled outage, in particular in connection with the maintenance and/or modification of the Services, SPIROCCO will make its best efforts to notify you in advance by posting a warning.

1.5 SPIROCCO may, at its sole discretion, permanently or temporarily discontinue, cancel, modify or add Services to the System. In this event, SPIROCCO will endeavour to provide Users with prior notice where possible. All new, modified or deleted features are subject to these General Terms of Use. Your continued use of the Services after such enhancements constitutes your acceptance of such enhancements and your application of these General Terms of Use to such enhancements.

1.6 In the case of third party services, you are solely responsible for controlling all technical means of access to the Services, for which you are solely responsible. You are responsible for taking all appropriate measures (including regular backups) to protect your equipment and data, to minimize any potential malfunction or potential adverse consequences associated with the use of the Services or any potential loss of data.

1.7 The System is accessible to all adult Users who are entitled to subscribe to these GTC. A minor, i.e. any person under the age of 18 or under the minimum age in the jurisdiction of residence, may not create an account unless a person with parental authority has given consent in accordance with applicable law. If we become aware that personal information of a child under the age of majority has been collected without parental consent, we will take steps to deactivate the associated account and delete that information as soon as possible in accordance with our Privacy Policy.

## II. HOW THE APP, SWS, SERVICES AND PRODUCTS WORK

2.1 You must download the relevant Application to your personal device before using the Applications. This device can be your personal smartphone or tablet ("DEVICE"). The Kiosk Application runs only on Android operating system. You need a web browser to use SWS. In order to download the Apps, to exchange data between the App and SPIROCCO servers, you need an internet connection, which you must provide. The quality of the Internet connection and the speed and performance of the Device's processor are essential for optimal use of the Application. Your Device may not be compatible with the Application, even if you can download it to your Device. Before use, check that your Device and the App are compatible.

2.2 Before connecting, accessing and using any Application and the SWS, you must create a User Account. Usernames are strictly personal and confidential, you are prohibited from disclosing them in any form to third parties and you undertake to use your best efforts to keep them confidential. You are fully and solely responsible for the use of your credentials, in particular if they are used by a third party, in which case SPIROCCO cannot be held liable under any circumstances in the event of your identity being compromised. Any operation carried out through the User Account shall be deemed to have been carried out by the owner of the User Account. In the event of loss/forgery or theft of your Credentials, including in cases where you discover that your Account has not been used for its intended purpose, you must immediately inform SPIROCCO during the password renewal process.

2.3 If you are creating a SERVICE PROVIDER account, you will be required to complete the "Service Provider Registration" form after creating the account, based on which we will prepare a Service Provider Agreement. The User Account will be activated by SPIROCCO only after the return of the signed Service Agreement.

2.4. There are two ways to delete a User Account:

a) The USER may delete his/her User Account at any time without giving any reason. The deletion can be initiated in the SWS interface under Settings or in the Application under Profile.

b) SPIROCCO will cancel the User's account in the event of a serious breach by the User of the provisions of these General Terms of Use, or in order to comply with any court order or any legal or regulatory provision. In the event of non-compliance by the User with the provisions of these Terms of Use, SPIROCCO may suspend the User's account for the period necessary to carry out the checks, of which the User will be informed and will be invited to contact SPIROCCO for information, comments and/or proof that the breach has been remedied. In the event that the violation is not corrected within fifteen (15) days of notification, SPIROCCO may notify the User that his or her account will be terminated.

2.4. Regardless of whether the User Account has been suspended or deleted, the User remains liable for any other obligations under the SPIROCCO Terms and Conditions still in force. Following cancellation of the Account, SPIROCCO will delete the data relating to the User in accordance with the Privacy Policy.

2.5 When you purchase Products, you may use them immediately as described in the instructions for use that accompany each Product.

2.6 By linking the Application and the Product, you identify yourself as a User of the Product. This link allows you to:

You can link the data generated when using the product to your User Account;

You can access your data through the App and SWS interface;

You can save your personal data on SPIROCCO servers.

2.7 If you create an Account, you must take the necessary steps to prevent third parties from accessing your Account. You are solely responsible for access to your Account and for the security of the device used to access it. Please note that access to your Account may also give you access to your personal data. You are responsible for any third party access to your Account that you have previously consented to. We are not responsible for disclosures of personal information to one or more third parties where you have given your implied or express consent to such third party(ies).

2.8 To facilitate your access to the System, we inform you that your identification can be automated through the use of cookies.

2.9 The Services provided through the Applications and the SWS are based on the collection, storage, visualization and sharing of information transmitted by the User and collected automatically (in accordance with the User's prior authorization), with the purpose of assisting

the USER's personal health management and facilitating effective consultation with the Service Providers registered in the system. Access to certain features may require your explicit consent by viewing a dedicated notice, making a declaration or completing a form.

2.10. Sending/sharing of data with third party/parties, including the healthcare professional, is at the sole risk of the User.

2.11. The data collected by you and stored in the system may be inaccurate due to inappropriate use of the Application, Product or Device and therefore may not be diagnostic data or suitable for therapy. The Application is not a substitute for a personal medical consultation.

2.12. Restrictions on the use of the System:

Use the System in a manner that is contrary to laws and regulations or the rights of third parties, including intellectual property rights, privacy rights, etc;

Act in a way that may cause harm to SPIROCCO, its partners, products and any user of our services;

Intentionally false entry of any data into the System;

Interfere with, obstruct or distort the proper working of the System or the Product in any way;

The use of any activity and/or method that allows data extraction, data indexing (Web crawling);

To test the vulnerability, performance or functionality of the System or Product for any reason other than as necessary for its intended use;

a breach of a security measure applied by SPIROCCO in the System;

Use any illegitimate means to violate the authentication methods used by SPIROCCO;

Access and use parts of the System to which you do not have access.

2.13. Applications are regularly updated. If you do not install the necessary updates to maintain the SYSTEM, SERVICE or PRODUCT, you may lose functionality. Please note that an update to the Application may include significant changes to (1) the Application and/or (2) the functionality available in the Application. We cannot guarantee the continuity or availability of all features available through the Application. In addition, the functionality and availability of the Application may depend on where you download or connect to the Application.

2.14. We may incorporate services or features into the System that have been developed and made available to us by third parties in order to provide you with additional services and features. The use of third-party features is subject to a contractual commitment other than

these Terms of Use for the Applications. As a third party party to this Agreement, SPIROCCO shall not be liable for any direct or indirect use of such Third Party Features.

### III. SERVICES AND PRODUCTS

The following services are available through the SPIROCCO System:

1. Online booking and management of appointments with the Service Provider registered in the System.
2. Recording, storing and sharing of personal data or documents containing such data between the User and the Service Provider for the purpose of the S-RPM service.
3. Sharing User data with other Users.
4. Provide remote video consultation between the Service Provider and the User.
5. Edit and automatically send reports to the User with the parameters set by the Service Provider.
6. Setting warning limits for each health value, sending automatic messages to the User's account if the limit is exceeded
7. Editing of questionnaires and questionnaires by the User/Service Provider, their sending, evaluation of the answers to the questionnaires
8. Providing the User with the possibility to pay online by credit card.

### IV. SERVICE GUARANTEES

3.1. Scope. These provisions apply to Applications. In addition to the mandatory legal warranties described in the Commercial Terms and Conditions, which are available here, the Services are provided "as is", "as available" and "as available".

3.2. Limitation of liability. SPIROCCO shall not be liable for (i) any unavailability of the Application, any connection problem, any failure, downtime, interruption of service, temporary shutdown of the Application that prevents access to the Products and Services or any of their functions, or the consequences thereof for you, (ii) any modifications that SPIROCCO may make to the Applications, Products or Services, (iii) for the use of the Services and the analyses

performed by the User, (iv) for any claims, losses or damages arising from errors or omissions in the data and information provided by the User, (v) for any potential adverse consequences for the User or third parties resulting from the use, analysis, interpretation or processing of the analyses performed by the User or third parties for informational purposes only. SPIROCCO shall not be liable for any direct or indirect damages, whether foreseeable or unforeseeable, arising out of the use of or inability to use the Services, and in particular any moral, physical or pecuniary damages, including, without limitation, damages for loss of profits, savings, revenue, customers, opportunities, business, services or technology, loss of data, damage to reputation, loss of physical integrity and any action brought against any User. Accordingly, SPIROCCO shall not be liable for any such damages.

## V. INTELLECTUAL PROPERTY

Apps, Products and Services consist of elements such as text, interfaces, photographs, graphics, images, browsing tools, trademarks, service marks, logos, designs, music, artwork, computer code, software, fonts and any other elements that are included in the Product or Service (collectively, "Components"). The Components and all rights, including but not limited to proprietary rights and intellectual property rights, are the property of SPIROCCO and/or its licensors and affiliates and are protected by international treaties and other national laws applicable in the place of use. Structures, entities and codes are trade secrets and confidential information that are the property of SPIROCCO and/or its licensors and affiliates.

## VI. USER LICENCE

5.1. Compliance with the Terms of Use. Subject to your full compliance with the Terms of Use, we grant you a personal, non-exclusive, non-transferable, non-transferable and non-assignable license, which SPIROCCO may revoke at any time in its sole discretion, to access and use the Application, Product or Services. Use of the Application, Product or Services does not grant you any intellectual property rights in the Application, Product or Services.

5.2. Restrictions. You may not distribute, transfer the right to use, modify, translate, reproduce, sell, license, distribute, lease, reverse engineer, decompile, extract, or attempt to discover the source code of any software contained in the Application, Product or Services. No right or license, express or implied, is granted to you in any part of the Application except as expressly

provided in these Terms. No license is granted to combine the Application, Product or Services with any other software or hardware not provided by SPIROCCO.

5.3. Exclusions. Any license to SPIROCCO's patent is expressly excluded from the Terms of Use governing SPIROCCO's Services.

## VII. USE OF S-RPM SERVICES

Special conditions apply if you use our S-RPM remote monitoring solution in your Application.

### 6.1 Terms of use for patient users

a) Applicability to patient users: this clause applies to users who are patients using (i) the Application and (ii) our S-RPM remote monitoring system.

b) Disclaimer: By accessing and using the S-RPM Services, you acknowledge that you have read and accepted these Terms of Use. If you do not agree, you must stop using the S-RPM immediately.

c) Disputes: in the event of any discrepancy between the Terms of Use for Sick Users and the General Terms and Conditions, the provisions for Sick Users shall prevail.

d) Privacy Policy: by using the S-RPM Services, you accept and acknowledge the Patient Privacy Policy, which forms part of the Terms of Use and is available at the appropriate link.

### 6.2. Access to the S-RPM service for patient users

You can access the S-RPM service as a patient user by clicking on the link provided by the healthcare professional, downloading the Application and accepting the relevant Terms of Use.

### 6.3. Services not provided

a) Exclusion of Medical Advice: by accepting the Terms of Use, the Patient acknowledges that SPIROCCO only provides the technical support for the Application and the Services. This means that:

- SPIROCCO does not provide medical diagnosis or treatment under any circumstances.
- The Services are not a substitute for the independent clinical judgment of a qualified health professional.
- The Services are not intended to treat, and should not be used to treat, life-threatening medical conditions.

The general information provided by the Services about medical conditions, symptoms, medications, treatment options is for educational purposes only. In case of an urgent medical problem, consult a health care professional immediately! The Application is intended to store and display health information only.