

OMRON HYPERTENSION Plus TERMS OF USE
Version 1.0 – October 2020

Who we are and what this agreement does

We, Omron Healthcare Co., Ltd. (“OMRON”), license you to use:

- ‘OMRON Hypertension Plus’ mobile application software and any updates or supplements to it (“App”).

How you may use the app

Your doctor is using Omron Hypertension Plus dashboard (the ‘**Dashboard**’) and has invited you to use the App, which is an approved Class II-a medical device. In particular, you will be asked to enter home blood pressure measurement data in the App. Said data, in combination with the data entered by your doctor in the Dashboard (with may include your Electronic Medical Records), will allow the App to suggest to your doctor decisions regarding your medication plan. The App is connected to your Electronic Medical Records. Those decisions are based on Omron’s patient management algorithm and will be shared with your doctor in the Dashboard as specific actions that your doctor can follow.

The App enables you to receive medication reminders, measurement reminders and alerts when your doctor recommends to change medication or change the medication plan. On top of this, you will be able to provide certain information and feedback to your doctor through the App.

Always consult your doctor or other healthcare professional with any questions regarding your medical condition. If you manually enter measurement data, you are solely responsible for the correctness of such data.

Necessary equipment

The App is designed for iOS/Android and compatible OS are following OS

	OS version
iOS	13 or later
Android	8 or later

OMRON will have no liability for errors, unreliable operation, or other issues resulting from use of the App. Use of the App will be at your sole and exclusive risk and liability.

The terms of the digital distribution platform from which you download the App also apply

The ways in which you can use the App may also be controlled by the terms of the digital distribution platform (e.g. Apple App Store and Google Play Store) from which you download the App.

Support for the App and how to inform us about problems

Support

If you want to learn more about the App or have any problems using the App please take a look at our support resources at <https://www.omron-healthcare.co.uk/hypertensionplus/customer-support>

Contacting us (including with complaints)

If you have any suggestions for improvement to the App or encounter difficulties with the use of the App or wish to contact us for any other reason, please contact the support service by using the 'contact us' function within the App or by sending an email to Hypertension-Plus@omron.com.

How we will communicate with you

If we have to contact you we will do so by email or SMS (text message), using the contact details you have provided to us.

Feedback

You can send any data, comments or materials to us via the support contact details as set out under the Communication section, including feedback data, such as questions, comments, and suggestions ("Feedback"). We shall be free to use any ideas, concepts, know-how or techniques contained in such Feedback for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products incorporating such Feedback.

How you may use the App

In return for your agreeing to comply with these terms you may:

- Download a copy of the App onto your Device and view, use and display the App on such Device for your personal purposes only.
- Receive and use any free update of the App incorporating "patches" and corrections of errors as we may provide to you.

You must be 18 to accept these terms and use the App

You must be 18 or over to accept these terms and use the App, otherwise you must obtain parental consent.

You may not transfer the App to someone else

We are giving you personally the right to use the App as set out above under the "How you may use the App" section. You may not otherwise transfer the App to someone else, whether for money, for anything else or for free. If you sell any Device on which the App is installed, you must remove the App from it.

Changes to these terms

We may need to change these terms to reflect changes in law or best practice or to deal with additional features. We notify you of a change to these terms when you next start the App. If you do not accept the notified changes you will not be able to continue to use the App.

Updates to the App

From time to time we may ask you to update the App to improve performance, enhance functionality, reflect changes to the operating system or address security issues. If you choose not to install such updates you may not be able to continue using the App.

Use of and access to the App

Use of and access to the App is permitted on a temporary basis, and we reserve the right to withdraw or amend the App without notice. From time to time, we may restrict access to some parts of the App, the entire App, or to certain users. We will not be liable if for any reason the App is unavailable at any time or for any period.

If someone else owns the smartphone or Device you are using

If you download the App onto any Device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the Device.

We are not responsible for third party services we link to

The App may contain links to other independent services which are not provided by us. Such independent services are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent services, including whether to buy any products or services offered by them.

Licence restrictions

You agree that you will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, the App in any form, in whole or in part to any person without prior written consent from us;
- not copy the App, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, nor permit the App or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App on Devices as permitted in these terms;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App nor attempt to do any such things.
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App.

Acceptable use restrictions

You must:

- not use the App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App or any operating system;
- not infringe our intellectual property rights or those of any third party in relation to your use of the App, including by the submission of any material (to the extent that such use is not licensed by these terms);
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App;
- not use the App in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- not collect or harvest any information or data from our systems or attempt to decipher any transmissions to or from the servers running the App.

Intellectual property rights

All intellectual property rights in the App throughout the world belong to us (or our licensors) and the rights in the App are licensed (not sold) to you. You have no intellectual property rights in, or to, the App other than the right to use them in accordance with these terms.

Our responsibility for loss or damage suffered by you

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the

time you accepted these terms, both we and you knew it might happen. We do not exclude or limit in any way our liability to you where it would be unlawful to do so.

When we are liable for damage to your property. If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you using the App on an unsupported Device.

We are not liable for business losses. The App is for domestic and private use. If you use the App for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Limitations to the App. The App is a medical device and we do not exclude our liability to you where we provide you with medical care related information through the App. However, we will exclude any liabilities that may arise from the advice provided to you by your doctor through the App. We make no representations, warranties or guarantees, whether express or implied, that the information provided by your doctor through the App is accurate, complete or up to date.

Check that the App is suitable for you. The App has not been developed to meet your individual requirements. Please check that the facilities and functions of the App (as described on the digital distribution platform from which you obtained the App) meet your requirements.

We may end your rights to use the App if you break these terms

We may end your rights to use the App at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right, we will give you a reasonable opportunity to do so.

If we end your rights to use the App:

- You must stop all activities authorised by these terms, including your use of the App.
- You must delete or remove the App from all Devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this.

We may transfer this agreement to someone else

We may transfer our rights and obligations under these terms to another organisation as part of a transfer of a (part of) our business. We will always notify you if this happens and we will ensure that the transfer will not affect your rights under the contract.

If a court finds part of this contract illegal, the rest will continue in force

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing this contract, we can still enforce it later

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you later.

Which laws apply to this contract and where you may bring legal proceedings

These terms are governed by and construed in accordance with Dutch law. All disputes in connection with these terms will be subject to the exclusive jurisdiction of the courts of the Netherlands.

If you live in the UK, you can bring legal proceedings in respect of the Website in the English and Welsh courts. If you are not a business, and you live in Scotland, you can bring legal proceedings in respect of the Website in the Scottish or English courts. If you are not a business, and you live in Northern Ireland, you can bring legal proceedings in respect of the Website in the Northern Irish or English courts.

Communication

If you have any concerns, questions, comments or requests about this document or the App, you can contact us through our representative in the EU via email to Hypertension-Plus@omron.com, the 'contact us' function within the App, or by regular mail to:

Omron Healthcare Europe B.V., Marketing and Communication Department
Scorpius 33
2132LR, Hoofddorp
The Netherlands