

Terms of use

April 2020

1. Basis

The following terms of use (“Terms of Use”) are a legally binding contract between You (“User” or “You”) and Easy Healthing AG, Im Junker 14, 8143 Stallikon («Easy Healthing», «We» or «Us») regarding the use of our electronic software application offered for use to you («Easy Healthing App»).

The Easy Healthing App must be downloaded and installed from the relevant App-Store (e.g. iTunes or Google Play) onto your mobile device or onto any other wearable device (altogether “Device”) to the extent that a download and installation is possible. Please read these Terms of Use carefully before You download, install or use the Easy Healthing App. The current version of the Terms of Use can be accessed via the following link on our Website (<https://www.easy-healthing.com/about>). You can also request the current Terms of Use from Us at any time via info@easy-healthing.com.

By downloading, installing, using or accessing the Easy Healthing App, You as the User agree to the Terms of Use applicable at the time of your download or first use or access of the Easy Healthing App, governing the installation and use of the Easy Healthing App. When confirming that you have read and understood the Terms of Use, You will also be requested to agree to the Easy Healthing privacy policy (“Privacy Policy”) applicable at the time of your download or first use or access of the Easy Healthing App. The current version of the Privacy Policy can be accessed via the following link on our Website (<https://www.easy-healthing.com/about>). You can also request the current Privacy Policy from Us at any time via email (info@easy-healthing.com).

The relationship between User and Easy Healthing is governed exclusively by these Terms of Use. Deviating or conflicting terms and conditions of business shall not apply. In case these Terms of Use provide no answer for a specific legal issue, the terms of use of the Google Play-Store or of the Apple iTunes-Store at the time of download, use or access of the Easy Healthing App (“Google Play-Terms of Service” or “Apple iTunes-Terms of Service”) shall apply as a default rule. You can find the current version of the Google Play-Terms of Service and the Apple iTunes-Terms of Service respectively under the following links: https://play.google.com/intl/en_us/about/play-terms/ and <https://www.apple.com/legal/internet-services/itunes/vppbusiness/au/terms.html> respectively in your locally applicable version.

2. Scope of Easy Healthing’s services

2.1 Installation and Functioning

Easy Healthing offers You access to and the right to use the Easy Healthing App for your own personal purposes (but not to re-sell or re-license them to other Users). Prior to being able to do so, a User account has to be generated with Easy Healthing. This includes basic information of the User, as well as the allocation to a team. The User receives a one-time password via email, that enables access to the Easy Healthing app. Once you have installed the Easy Healthing App yourself, you can access all relevant information for your program. Contents are released to you at different points in time within the program.

Please be aware that

- You must always use the latest version of the Easy Healthing App for the configuration to work
- You also need a Google Play-Store account (for Android) or Apple iTunes-Store account (for iOS) in order to download and update the Easy Healthing App. You acknowledge and confirm that you will comply with the applicable provisions of the Google Play-Terms of Service and/or Apple iTunes-Terms of Service regarding download and use of the Easy Healthing App and acknowledge that those provisions may apply in addition to these Terms of Use;
- We only offer the Easy Healthing App as a self-executing software application “as is”, i.e. without representations and warranties or liabilities of any kind

Easy Healthing does not offer support relating to errors/issues which occur in the ordinary execution and/or presentation of the Easy Healthing App or which are related to programs surrounding the hardware or software involved in the use of the

Easy Healthing App (that is to say programs which are not attributed to Easy Healthing and are thus not in the sphere of influence of Easy Healthing). This particularly, but not only, applies to errors/issues which occur due to the rules and settings of User's IT security or User's outdated operating system. Any liability of Easy Healthing for such cases is expressly excluded.

2.2 Uploading and Processing of Your Data on the Easy Healthing App

We store your data on servers in Switzerland. You are aware and agree that we may use subcontractors for the fulfillment of the obligations under this contract. For further information please see the Privacy Policy.

Easy Healthing stores and uses your personal data only in accordance with the principles of the Swiss Federal Act on Data Protection ("FADP") and the European General Data Protection Regulation ("GDPR") and in accordance with the principles described in more detail in the Privacy Policy.

2.3 Consulting Services

According to these Terms of Use, Easy Healthing offers consulting services in the preventive health area. These services are not tailored to the individual User, and are therefore of general nature. The User follows the recommendations on his own responsibility and understands, that the participation in this program is based on individual responsibility and that the User should consult a medical professional if any doubts or concerns arise. In particular, people that have any longer-term illness are not recommended to participate in the Easy Healthing program without having consulted a medical professional.

2.4 Remuneration and Payment

Against the payment of a one-time fee, a User account with a one-time password is generated by Easy Healthing for a User. This enables the User to participate in the Easy Healthing program once. After program completion, the User account is deactivated, and access to the Easy Healthing app is no longer possible. Multiple use of the program is only possible, if another User account is generated for the User against payment of a fee. In this case, the user no longer has access to the data and information of the previous User accounts.

The cost for the use of the Easy Healthing app can be paid by a third party (for instance, the employer).

3. Scope of License to use the Easy Healthing App

Easy Healthing grants the User a non-exclusive, non-transferable and non-sublicensable right to access and use the Easy Healthing App on its Device (in particular the mobile device, PC or Tablet). You are entitled to download and install one (1) copy of the Easy Healthing App and to use it for your personal, non-commercial use only in accordance with these Terms of Use.

Easy Healthing reserves the right to terminate the Easy Healthing App and services at any time with a prior written notice (via e-mail, in-app-messages or sms is equivalent) of at least thirty (30) days. Upon termination of the Easy Healthing App or services, for any reason whatsoever, the right granted to the User under these Terms of Use to use the Easy Healthing App or services shall automatically terminate.

The Easy Healthing App (software), content and services provided by Easy Healthing through the Easy Healthing App, including but not limited to source code, layout, structure, software and its contents remain the intellectual property of Easy Healthing (or of its licensors which have granted a sub-licensable right of use to Easy Healthing). All trademarks, copyrights, patents, know-how and other or similar intellectual property rights remain with Easy Healthing or its licensors. You acknowledge that you do not acquire any of the abovementioned intellectual property rights, but only a license granted to access and use the Easy Healthing App.

The User grants Easy Healthing a worldwide, perpetual, non-exclusive, royalty-free, sublicensable and transferable right, in particular, to use, reproduce, distribute, create derivative works and display the information (and its contents) which the User uploads, sends, stores, transmits or receives via our Easy Healthing App and services. The rights granted by the User are limited to the purpose of operating and providing our Easy Healthing App and services or to other purposes set out in the Privacy Policy. The User declares that he/she has acquired all necessary rights from third parties in connection with the contents uploaded. User shall indemnify and hold harmless Easy Healthing from any third-party claims raised based on an alleged infringement of third-party rights as set forth in this section (including damages, expenses and reasonable attorney's fees).

4. Use of the Easy Healthing App

You may only use the Easy Healthing App for non-commercial, private purposes. Further, You shall only use the Easy Healthing App in accordance with these Terms of Use.

In particular, You may not:

- Use the Easy Healthing App in a manner that goes further or deviates from the non-commercial use of a natural person for private purposes. In particular, the automated search of or access to information and its processing in other systems is only allowed with explicit written authorization by Easy Healthing. A given authorization can be revoked by Easy Healthing at any time.
- Use the Easy Healthing App in an inadmissible, unlawful manner or in a manner which is contrary to these Terms of Use.
- Disclose login data (in particular the password) of your Google Play-Store or Apple iTunes-Store account to third parties without the prior written consent of Easy Healthing. You are responsible for the protection of your login data and must keep it secured from non-authorized third party access.
- Transfer your rights and obligations under these Terms of Use to third parties.
- Decompile (reverse engineering and/or disassembling) or to access, decode, modify or edit the source code, unless permitted under the applicable law, or to manufacture derivative software based on the source code, to produce, transfer and/or sell derivative works or to visualise the Easy Healthing App (or parts of it) with technical aids or features (i.e. "Framing").
- Modify, copy, recite, transmit, pass on, display, perform, reproduce, publish, broadcast, offer, lease, sell, sublicense, distribute or otherwise commercially exploit or make available the contents provided by Easy Healthing (texts, tables, pictures, videos, graphics, programs and other services) to third parties without Easy Healthing's explicit written consent.

5. Easy Healthing's Representations and Warranties

5.1 Easy Healthing App and Data

The Easy Healthing App is delivered as self-functioning software in its actual state (software "as is") without assurance to achieve any particular goals and without any representations and warranties of any kind.

The User is solely responsible for the security of his/her login data.

There are external influences that might restrict or impair the functionality of the Easy Healthing App or services which are out of Easy Healthing's control. Such influences include in particular acts of third parties which are not acting on behalf of Easy Healthing, technical conditions of the internet connection You use under your telecommunication subscription which are not in control of Easy Healthing or force majeure events. Any liability for such restrictions or impairment of the Easy Healthing App and services are excluded.

Easy Healthing is not responsible for the use of the Easy Healthing App. The Easy Healthing App must always be in its latest version in order to be able to functionally interact with Devices. Old versions of the Easy Healthing App are not supported by Easy Healthing. The User has no claim against Easy Healthing that data, including the data stored in external servers, are available or retrievable at all time. The User has no claim against Easy Healthing for perfect usability, inter-compatibility with other systems, fast reaction time or the availability of the Easy Healthing App at any time. The telecommunication service provider of your selected mobile phone or Internet contract is responsible for the transmission of information via a telecommunications system and you must address any related complaints or claims to your telecommunications service provider. Any liability of Easy Healthing for the availability and transmission of data through the Easy Healthing App is hereby excluded.

Easy Healthing reserves the right to modify or terminate the Easy Healthing App and services at any time and without prior notice. The User has no right to continuation of the Easy Healthing App and services. The availability of the Easy Healthing App can also, at any time, be interrupted, for example for maintenance, repair and improvement purposes.

5.2 Consulting Services for Preventive Health

Easy Healthing does not represent and warrant for any medical success upon usage of the Easy Healthing App. Consulting services for preventive health that the User receives in the Easy Healthing App are not tailored to the individual User and cannot replace a professional medical or preventive consultation.

Easy Healthing guides the User through selected medical questions in the onboarding process, to sensitize the User towards potential risks. This does not ensure or guarantee that the user is capable of participating in the Easy Healthing program from a medical perspective. The participation is based on individual responsibility of the User and should, if need be, be discussed with a medical professional before or during the program duration.

6. Easy Healthing's Limitation of Liability

To the extent permitted by law, any and all liability of Easy Healthing (be it based on contract, tort, warranties or guarantees of any kind) shall be excluded. In particular, Easy Healthing is not liable for:

- Direct or indirect losses, consequential losses, loss of profit, loss of use, loss of earnings or unrealized savings in connection with, but not limited to, the use, functionality or availability of the Easy Healthing App, the interaction of various users in the context of the use of the Easy Healthing App, and the modification or termination of the services.
- Damaging technology and losses caused by malware, spyware or similar software, data losses, and losses caused by business/production interruption of any kind.
- Damages caused by data downloads from the Easy Healthing App and any further use or share thereof by User.
- Stored data which has illegal content or is illegally or improperly used by User.
- Health damages or damages caused by services or treatments which the User prescribes himself on his own.
- Health damages or damages caused by inappropriate advice and/or actions taken by the User based on consulting services related to the service relationship between the User and Easy Healthing.
- Health damages or damages caused by inappropriate advice related to the service relationship between the User and third parties.

The exclusion of liability of Easy Healthing's own conduct shall not apply in the case of damages caused by intentional or grossly negligent behaviour or insofar as mandatory liability provisions apply which cannot be excluded by law. To the extent permitted by law, any liability of Easy Healthing for damages caused by Easy Healthing's associates ("Hilfsperson" in accordance with Art. 101 Swiss Code of Obligations) is expressly excluded.

7. The User's Liability and Indemnity

You as the User shall indemnify and hold Easy Healthing and its employees, affiliates and associates harmless against any third party claims (in particular alleged infringement of intellectual property rights and/or personality rights or similar) for liabilities, damages, losses and expenses (including expenses, court costs and reasonable attorney's fees) raised or alleged against Easy Healthing in connection with the use of the Easy Healthing App by the User.

8. Data Protection

Easy Healthing will treat Your personal data lawfully, proportionately, only for the purposes of Your usage of the Easy Healthing App and the provision of related services and in accordance with all relevant principles of the applicable data protection laws (in particular, secure Your personal data against unauthorized access by adequate organizational and technical means). You can find more information on Easy Healthing's data protection standards in the Privacy Policy. You can find the current version of the Privacy via the following link on our Website: (<https://www.easy-healthing.com/about>). You will also be required to have read and accept the Privacy Policy when subscribing to the Easy Healthing App and you can also request the current Privacy Policy from Us at any time via email (info@easy-healthing.com).

9. Terms of Use which are required due to Google Play-Terms of Service and/or Apple iTunes-Terms of Service

9.1. Google Play-Terms of Service

The provisions in this Section 9 shall not result in any further obligations on the part of Easy Healthing towards the User which do not already result from other provisions in these Terms of Use.

Notwithstanding any conflicting provisions in these Terms of Use,

- You have no further rights to the Easy Healthing App or to use Easy Healthing App than are given in the Google Play-Terms of Service;
- You may not use the Easy Healthing App in any manner contrary to the Google Play-Terms of Service; and
- You may use the Easy Healthing App only with Google branded products as permitted by the Google Play-Terms of Service.

Both You as the User and Easy Healthing as the provider of the Easy Healthing App agree and consent that:

- These Terms of Use represent an agreement between You and Easy Healthing;
- Google LLC is not a party to these Terms of Use;
- Easy Healthing, and not Google LLC, is solely responsible for the Easy Healthing App under these Terms of Use;
- Google LLC has no obligation to maintain the Easy Healthing App or provide support for the Easy Healthing App;
- Google LLC is not liable for the Easy Healthing App's failure to comply with any applicable warranties or representations and Easy Healthing is solely responsible under these Terms of Use for any claims, losses, damages, responsibilities, costs or expenses resulting from the failure to comply with any applicable warranties regarding the Easy Healthing App;
- Easy Healthing, and not Google LLC, is responsible under these Terms of Use for any responsibilities relating to the Easy Healthing App or its access and use, including but not limited to: (1) product liability claims; (2) claims resulting from the fact that the Easy Healthing App does not comply with the applicable legal or regulatory provisions; and (3) claims under consumer protection law and similar legal regulations;
- In the event that claims are asserted by third parties for the alleged infringement of intellectual property rights by the Easy Healthing App or your direction over and use of the Easy Healthing App, Easy Healthing, and not Google LLC under these Terms of Use, is solely responsible for the investigation, defence, and resolution of disputes by settlement and exoneration in connection with such infringement claims; and
- Google LLC and its subsidiaries are third parties to these Terms of Use and by agreeing to these Terms of Use, You grant Google LLC and its subsidiaries the right to enforce these Terms of Use against You as third parties benefiting from these Terms of Use.

You represent and warrant that:

- You are not in a country affected by a U.S. government embargo or classified by the U.S. government as a country that supports terrorists ("terrorist supporting" country); and
- You are not on a U.S. Government list of prohibited or restricted parties.

9.2 Apple iTunes-Terms of Service

Notwithstanding anything in this EULA to the contrary, you have no greater rights to use the App than are permitted under the Usage Rules in the App Store Terms of Service (the "Usage Rules"), you may not use the App in any way that conflicts with the Usage Rules, and you may only use the App on an Apple-branded product running iOS that you own or control, as permitted by the Usage Rules.

You and your App-Provider (Easy Healthing) each acknowledge and agree that (i) this EULA is concluded between you and App-Provider, and not Apple, Inc., (ii) App-Provider, and not Apple, is solely responsible for the App, (iii) Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App, (iv) in the event of any failure of the App to conform to any applicable warranty, you may notify Apple and Apple will refund the purchase price you paid for the App, to the maximum extent per-mitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and, as between App-Provider and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be App-Provider's sole responsibility subject to the terms of this EULA, (v) App-Provider, not Apple, is responsible for addressing any claims of you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (a) product liability claims; (b) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation, (vii) in the event of any third party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, as between App-Provider and Apple, App-Provider, not Apple, will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim; and (viii) Apple and its subsidiaries are third party beneficiaries of this EULA and, upon your acceptance of the terms and conditions of this EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce this EULA against you as a third party beneficiary hereof. You represent and warrant that: (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties. You must comply with applicable third party terms of agreement when using the App. YOUR USE OF THE APP IS AT YOUR SOLE RISK. DATA (INCLUDING ANY LOCATION DATA) MAY NOT BE ACCURATE.

10. Applicable Law and Jurisdiction

These Terms of Use shall be governed by Swiss substantive law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention).

For any disputes arising from or in connection with these Terms of Use, the competent courts of the city of Zurich, Switzerland, shall have exclusive jurisdiction.

11. Miscellaneous

The current version of these Terms of Use can be accessed via the following link on our Website: (<https://www.easy-healthing.com/about>). You can also request the current Terms of Use from Us at any time via email (info@easy-healthing.com).

Should individual provisions of these Terms of Use be invalid, ineffective or unenforceable, the validity or effectiveness of the remaining parts of these Terms of Use shall not be affected or impaired thereby and the invalid part shall be replaced by a provision which reflects the mutual commercial intent of both parties.

These Terms of Use and or any parts thereof may not be assigned or sub-licensed to any third parties by the User without Easy Healthing's prior written consent.

Easy Healthing explicitly reserves the right to change these Terms of Use at any time. Any changes will be published via the following link on our Website and such changes will be communicated to you by appropriate messages via App, E-Mail and/or SMS with a link to access, download and review the new Terms of Use. Should you not object to these new terms within thirty (30) days to us over the communication channels designated to you and/or continue to use the Easy Healthing App, this will be deemed an acceptance of our new Terms of Use.

12. Contact Details

Easy Healthing AG, Im Junker 14, 8143 Stallikon, Switzerland, is a stock company duly created and existing under the laws of Switzerland, registered with the commercial register of Zurich, having its registered office in Stallikon/Zurich.

Please find further information under:

Email: info@easy-healthing.com

Website: www.easy-healthing.com