

## **App Usage Terms and Conditions HerCare**

By utilizing the application HerCare and the information contained in or accessed through the application (the "App") you agree to be bound by these terms and conditions as amended from time to time (the "Terms and Conditions").

### **No Warranties**

The App is provided on an "as is" or "as available" basis without warranties of any kind, express or implied, including but not limited to, merchantability, fitness for a particular purpose, non-infringement, or any warranty arising from a course of dealing, usage, or practice, in each case to the fullest extent permissible by law.

We, as defined below, do not represent or warrant that the materials, the content and other information available through the App is accurate, complete, reliable, current, free of defect, stable or error-free or that the App will be continuously available or secure.

### **Limitation of Liability**

To the maximum extent permitted by applicable law, HerCare Sweden AB, its subsidiaries, the inventors, the developers of the App, our or their respective directors, licensors, members, employees or agents (together "We" or the "Defendant") shall not be liable to you or to any third party for any indirect, incidental, special, consequential or punitive damages, injuries, or any loss of profits or revenues, loss of opportunity or loss of contract, whether incurred directly or indirectly, nor any loss of data, use, goodwill or other intangible losses resulting from 1) the use of or inability to use the App 2) any conduct or content of any third party using the App, 3) any content obtained from the App or 4) any unauthorized use or alterations to any content contained in the App.

### **Medical Disclaimer**

The content provided through the App is intended as an information service and is thus provided for educational, research, and reference purposes only, or as training, preparation, and efficiency tools. The App has been created as an aid to medical treatment and is not designed to replace or substitute any medical evaluation or real-life operative experience of the procedures described in the App, a recognized medical training program or the advice of a qualified healthcare professional and should not be used for any of these purposes.

Patients should not disregard or avoid professional medical advice or delay seeking it because of any content provided in the App.

### **Third Party Content**

The App may depend upon, interact with, or enable access to third parties' information, services, software, systems, technology, websites or other content ("Third Party Content"). Use of each Third Party Content may require that you accept additional terms of use. We do not endorse, and hereby disclaims all liability or responsibility to you or any other person for any Third Party Content.

To the maximum extent permitted by law, We do not give any warranty in relation to Third Party Content and shall not be liable for any claim, action or breach arising in relation to Third Party Content.

### **Disclaimer of Endorsement**

Reference to any products, services, hypertext link to the third parties or other information by trade name, trademark, supplier or otherwise does not constitute or imply its endorsement, sponsorship or recommendation by us. Nor is endorsement of us implied by such links.

### **Content Ownership**

Unless otherwise stated in the App, including, but not limited to, our trademarks, logo and all designs, text, graphics, logos, icons, images, photographs, audio clips, digital downloads, data compilations, software and the selection and arrangement thereof rests with HerCare Sweden AB and are protected by Swedish and/or international copyright laws and other laws relating to intellectual property rights and may not be copied, imitated or otherwise used, in whole or in part, without our prior written consent.

You may not take, post, upload, publish, transmit or otherwise make use of any screen shots, screen captures, reproductions, drawings, photos, videos, downloads or data of any of the images, comments or other content provided through the App without our prior written consent.

Subject to the Terms and Conditions herein, we grant you a non-exclusive, limited, revocable right to access and use the content available through the App solely to the extent necessary for you to use the App for your own purpose, as permitted by these Terms and Conditions. We reserve all other rights. For clarity and without limiting other obligations herein, users of the App shall not distribute or otherwise commercialize the App.

### **Usage Conduct**

You must comply with any rules and policies about use of the App that we publish from time to time. These rules and policies will be available on the App.

You may only use the App for lawful purposes, in accordance with any applicable codes of professional conduct, and may not use it in any way that breaches any local or international law, for the purposes of fraud or to transmit unsolicited advertising, or spam.

You may not attempt to access or download content from the App through the use of any engine, software, tool, agent, device or mechanism (including scripts, bots, spiders, scrapers, crawlers, data mining tools or the like). You may not attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the App, except to the extent that such activities cannot be prohibited by law.

You warrant that any information you submit to the App (whether registering for an account, uploading content or otherwise) must be true and not misleading and that you will not impersonate or misrepresent your affiliation with any person or entity.

We reserve the right, but are under no obligation, to investigate any claim that user content or use of the App does not conform to these Terms and Conditions, and to remove user content from the App or terminate your account for breach of these Terms and Conditions.

### **Security Features**

You represent and warrant that you will provide us with accurate, current and complete registration information. You agree to observe and maintain the confidentiality of all security features relating to use of the App (including but not limited to passwords and access arrangements). We will not be liable for any unauthorized breach or disclosure of the security features.

### **Miscellaneous**

We reserve the right to make changes in the information contained in the App from time to time without notice.

If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid or unenforceable, then the Terms and Conditions will remain in full force and effect to the greatest extent permitted by law.

### **Governing Law**

These Terms and Conditions will be constructed according to and are governed by the substantive laws of Sweden.