

Connected Senses Terms of Service

Information about the company

The products and services are provided by Connected Senses AB (hereinafter referred to as "Connected Senses", "Company", "CS", "us", "we"). These Terms of Service (hereinafter "Terms") apply to your access and use of the products and services made available by Connected Senses. Any use of these terminologies or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to the same.

CS develops products and services that help people have a better understanding of their health and wellbeing. CS is a Swedish company with registered address at Götgatan 23, 116 46, Stockholm and with Swedish registration number 559134-6035.

Definitions

CS Services shall mean the services or any applications, including mobile applications, website and the platform that are made available by CS.

CS products shall mean the hardware products made available by CS and the CS services collectively.

Product failure shall mean any sort of error or failure that results in CS products not working as intended or as expected.

Access to the services

By using CS Services, you agree to these Terms and agree to receive occasional newsletters from CS. If you do not have an account, you accept these Terms by using any part of the CS Services. If you do not accept these Terms, you may not create an account and should refrain from using the CS products. You may stop receiving newsletters from us by clicking the link in any subsequent newsletter you receive and clicking "unsubscribe" or any similar option that is provided through the newsletter. The team at CS can be reached at info@connected-senses.com

There may be times when we offer a special feature that may have its own terms and conditions that apply in addition to these Terms. In those cases, the terms specific to those special features apply in addition to these Terms.

Arbitration notice

Except if you opt-out and except for certain types of disputes described in the arbitration section below, you agree that disputes between you and CS will be



resolved by binding individual arbitration and you waive your right to participate in a class action lawsuit or class-wide arbitration.

Privacy Policy

For information about how we handle your data, please refer to our privacy policy. By accessing or using the CS products, you agree that we can collect and use your information in accordance with our privacy policy.

Legal age

You declare that you are either:

At least sixteen (16) years of age and has sufficient capacity to be bound by these Terms

OR

That you have a consent from your parents or guardian to use CS products bound by these Terms

Your Account

Full use of the CS Services requires that you create an account by providing us with information such as full name, email address, password, age, gender, primary fitness goals, height and weight. CS is not liable for any loss or damages caused by your failure to maintain the confidentiality of your account credentials. You are solely responsible for keeping the credentials safe. Please contact CS at info@connected-senses.com if you discover or suspect any security breach related to the CS products or your account.

Ownership and proprietary rights

The Products and Service are owned and operated by CS. Your use of CS Products and its contents grants you no rights to our intellectual property.

The content, information, graphics, design, compilation, products, software source and binary code, services and all other elements of the Services that are provided by CS or collected by CS through CS Products are the property of CS or third party licensors (as the case may be) and protected by copyright, trade dress, patent, and trademark and tradename laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws to the extent possible. Except as expressly authorized by us, you agree not to sell, license, distribute, copy, modify, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of Company Materials.



You are not required to provide any ideas, feedback or suggestions regarding the Services (collectively, the “Feedback”) to CS on the Services or our business. To the extent, you do provide any Feedback to us, you hereby agree to assign all rights, title and interest in and to such Feedback to us and acknowledge that CS may freely use, reproduce, modify, distribute, make, have made, sell, offer for sale, import and otherwise exploit in any manner such Feedback without payment of any royalties or other forms of consideration to you.

Use of the CS products

You may only connect to the CS services using:

1. A device that is manufactured, distributed, or sold by CS itself or through its authorized resellers or agents
2. Mobile applications and software from CS, or approved third-party applications, software or devices
3. CS websites/ platforms

You may not connect to the CS products with any device that is not manufactured, distributed or sold by CS or through its authorized resellers or agents (such as a knock off or counterfeit version of a hardware from CS or CS Services), otherwise intends to resemble or purports to be a product from CS, or any unauthorized application or third-party connection. Any violation or attempted violation of this provision may result in the immediate termination of your ability to access the CS products. If you have questions about whether a product or application qualifies as an authorized product from CS, you may contact us at info@connected-senses.com.

You may not use CS products for any illegal or unauthorized purposes. You agree to comply with all the laws, rules and regulations (for example, federal, state, local and provincial) applicable to your use of the CS products. You agree that you will not, for any reason whatsoever, reverse engineer, decompile, disassemble, or otherwise tamper with any CS products. We reserve the right to modify or terminate the CS Services at any time. Upon termination, all licenses and other rights granted to you in these Terms will immediately cease.

Change to these Terms

We reserve the right, in our sole discretion, to change these Terms (“Updated Terms”) from time to time. You agree that we may notify you of the Updated Terms by posting them here or via email and offer you a chance to review them before continuing using the CS products. Your continued use of the CS products after the effective date of the Updated Terms (or engaging in such other conduct as we may



reasonably specify) constitutes your agreement to the Updated Terms. Therefore, we request you to review these Terms before using the CS products. The Updated Terms will be effective as of the time of posting, or from any later date as may be specified in the Updated Terms and applies to your use of CS products from that point forward. These Terms will govern any disputes arising before the effective date of the Updated Terms.

Social media and third-party functionality

CS Services may from time to time include optional functionality that allows you to access and post content to social media and third-parties' platforms regarding your activities on the Service. If you choose to use this functionality, CS may have access to certain information that you make available through the applicable social media or third party platforms and that the applicable social media or third-party platform has made available to CS.

By connecting your CS Account with your account on a social media or third-party platform, you grant us permission to the data available through that platform to use as we deem fit within the confines of the platform and in any instance where we deem it as necessary to share such information with third-party platforms. For more information on how you can manage the information provided to CS by the applicable social media or third-party platform, please review their respective privacy settings applicable to your social media or third party platform account.

Social media or third-party platforms are not partners or representatives of CS and we are not responsible for the acts or omissions of any social media or third-party platform in connection with your account with the applicable social media or third party platform.

In the event that you share or post content to a social media or third party platform through CS Services, you agree to comply with all terms of use, policies and guidelines established by the applicable social media or third party platform with regard to the content you post. You also agree to be solely responsible and liable for any claims arising as a result of sharing or posting any content to any social media or third-party platform.

Warranty disclaimer

CS products are provided on an "as is" and "as available" basis, without warranty of any kind. To the fullest extent permissible by law, neither CS nor any of their employees, managers, officers or agents (Collectively "CS parties") make any representations or warranties or endorsements of any kind whatsoever, express or implied, as to the service.



The CS parties do not represent or warrant that the service will be secure or error-free or uninterrupted; that defects will be corrected. The CS parties make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of the CS products.

Product Usage and Indemnity

If you rely on CS products completely, you do so solely at your own risk. The CS parties make no warranty or endorsements that the usage of CS products improve the health and wellness of an individual.

Our goal is to provide helpful and accurate information on all the CS products, but we make no endorsement, representation or warranty of any kind about any information or service. The accuracy of the data collected and presented through the CS Services is not intended to match that of medical devices or scientific measurement devices.

We are not responsible for the accuracy, reliability, availability, effectiveness or correct use of information you receive through the CS Services. Use of the CS Services should not replace your good judgement and common sense.

If you have a medical or heart condition, consult your doctor before using the CS products, engaging in an exercise program or changing your diet. If you experience a medical emergency, stop using the CS products and consult with a medical professional. We are not responsible for any health problems that may result from training programs, consultations, products or you learn about through the CS products. If you engage in any exercise program you receive or learn about through the CS products, you agree that you do so at your own risk and are voluntarily participating in these activities.

You agree to NOT use CS products where Product failure might lead to personal injuries, deaths, damage to or destruction of tangible property, or where Product failure risks your or anyone else's personal health in any way.

You confirm that you are aware of and understand that CS products will not function at all times and that Product failure will occasionally occur. This includes, but is not limited to, usage of CS products in relation to health or safety. We strongly recommend that you always verify that the use of CS products gives you the expected output.

You shall indemnify and hold CS and all of its employees, directors, officers or agents harmless from and against any claims, suits, losses, actions, demands, disputes, damages, liabilities, costs and expenses (including attorney's fees), which are caused by, or related to, or arise out of usage of CS products, claims of CS products or similar claim regarding the marketing, manufacturing, performance or

design of CS products, including, but not limited to, any failure or alleged defect of a product, which results in personal injury, including death, or damage to or destruction of tangible personal property. You will cooperate as fully required by CS in the defence of any claim. CS reserves the right to assume the exclusive defence and control of any matter subject to indemnification by you and you will not in any event settle any claim without the prior written consent of CS.

Limitation of liability

Under no circumstances will CS parties, CS suppliers, or licensors, nor any other party involved in creating, producing, or delivering the CS products (collectively “CS extended parties”) be liable to you for any loss or damages of any kind (including, without limitation, for any direct, indirect, economic, exemplary, special, punitive, incidental or consequential losses or damages) that are directly or indirectly related to:

1. CS Services
2. Your use of, inability to use, or the performance of CS products
3. Any action taken in connection with an investigation by the CS parties or law enforcement authorities regarding your or any other party’s use of the service
4. Any action taken in connection with copyright or other intellectual property owners
5. Any errors or omissions in the CS Service operation
6. Product failure

In no event will the CS extended parties be liable to you or anyone else for loss, damage or injury, including, without limitation, death or personal injury. In no event will the CS extended parties’ total liability arising out of or in connection with these Terms to exceed the amounts you have paid to CS for the use of the CS products or one hundred dollars (\$100 USD), if you have not had any payment obligations to CS, as applicable.

Governing law and dispute settlement

You agree that any dispute between you and CS arising out of or relating to these Terms or any of the CS products (Collectively “Disputes”) will be governed by the procedure outlined below.

Except as otherwise required by applicable law, these Terms and the resolution of any Disputes shall be governed by and construed in accordance with the Swedish law.



We want to address your concerns without needing a formal legal case. Before filing a claim against CS, you agree to try to resolve the Dispute informally by contacting info@connected-senses.com. We'll try to resolve the Dispute informally by contacting you through email. If a dispute is not resolved within 20 working days after submission, you or CS may bring a formal proceeding.

Any Dispute, controversy or claim arising out of or in connection with these Terms, or the breach, termination or invalidity thereof, shall be settled in accordance with Swedish law at the District Court of Stockholm.

You undertake and agree that all proceedings conducted regarding this clause will be kept strictly confidential. This confidentiality shall cover all information disclosed during such proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality clause may not, in any form, be disclosed to a third party without the written consent of CS hereto. In case if these Terms or any part of it is assigned or transferred to a third party, such third party shall automatically be bound by the provisions of this clause.

How do you reach us?

If you have questions, suggestions or concerns about this policy or about our use of your information, please contact us at info@connected-senses.com.

You may also contact us at:

Connected Senses AB
Götgatan 23
116 46 Stockholm, Sweden