

Terms of Use for SCN4ALL Patient Monitoring System

(Valid from: 27 January 2021)

This Terms of Use applies to **E-Medlab Hungary Korlátolt Felelősségű Társaság** as *Provider* and the users who registered for the SCN4ALL telemedicine service on the <https://scn4all.com> (hereinafter as SCN4ALL or Service) as *Customer* - see detailed definition in the next paragraph. The Customer and the Provider together hereinafter referred to as *Parties*. This registration establishes a contractual relationship between the Parties, where this Terms of Use governs, because the Provider made this document available for the Customer to read before and during the registration and the Customer - by its specific, explicit statement - acknowledged it as binding.

The Service is invite-only for patients, while doctors and therapists can register on the website scn4all.com. The application can be used if the fees and conditions set out in Appendix 2 are met. The pulse-oximeter necessary for the application shall also be provided by the E-Medlab Hungary Kft. to the user at the price specified in the Appendix 2 of this document.

1. General and contact info of the Provider:

1.1. Name of provider: E-Medlab Hungary Korlátolt Felelősségű Társaság

1.2. Registered at: 1036 Budapest, Bécsi út 85/B. 3. em.

1.3. Business ID No.: 01-09-333079

1.4. Tax number: 26577414-2-41

1.5. Represented by : Dr. Kulin, *Sándor Zsolt* CEO

1.6. Mobile no.: +36304446908

1.7. E-mail: info@scn4all.com

2. General rules on the legal relationship between the parties.

2.1. Provider provides the Service for the Customer according to this Terms of Use. Otherwise, the legal relationship between the Parties shall be governed by the applicable law.

2.2. Provider guarantees that it has all the personal, material and technical facilities and expertise required to provide the Service, as well as provide the Service in accordance with the applicable law.

2.3. By using the service, Customer consents that Provider may use contributors (subcontractors) to carry out the services ordered by the Customer. The Provider is liable for these indirect activities entrusted to its subcontractors as if it had carried out the activities itself.

3. The SCN4ALL (Service) usage and processes

3.1. The Customer acknowledges that the technical prerequisite for using the service is to have a smartphone which runs at least *iOS 12.0 / Android 7.0*, runs at least the actual or previous version of either Microsoft Edge, Chrome, Firefox or Safari mobile web browsers, capable of Bluetooth connection with external devices and has a stable data network connection.

3.2. The Customer acknowledges that it is a prerequisite for using the measurement function of the Service to have at least one healthy finger.

3.3.1 The Service registration steps for patients are the following:

3.3.1.1. After purchasing the device, the Customer is directly invited to the Service by email. The email is sent by an admin of the Provider or its Partner.

3.3.1.2. The Customer follows the link in the invitation email to get to the registration page, where he is presented with this Terms of Use and the Privacy Policy document. After reading the documents the Customer needs to declare his knowledge and acceptance of the documents by checking the boxes.

Finally, a custom password is required to protect the newly registered account.

3.3.2. The Service registration steps for doctors and therapists are the following:

3.3.2.1. After clicking on the registration button on scn4all.com, the Client (doctor, therapist) provides the information required for registration on the registration form and must accept these Terms and Conditions and the Privacy Policy. You can then complete the registration by clicking the “Register” button at the bottom of the form.

After successful registration, a confirmation message will be sent to the email address provided during registration with a link that will allow the Customer to set the password for their user account.

3.3.3. The registration is complete and the Customer is asked to download the SCN4ALL application from the Play Store in the next step.

3.3.4. The Customer also receives an email that contains the link of downloadable application for Android devices, right when the consents and given password arrives to the Provider’s server. For iPhone and iPad users, the SCN4ALL app is available through another app, Testflight. Please send an email to info@scn4all.com requesting access to the iOS version of SCN4ALL. If you are not requesting an invitation from the email address to which you would like to receive the invitation (i.e., which you can easily access from your phone), please be sure to indicate the address to which you would like to receive the invitation. You may need your AppleID password to download the app.

3.4. Parties agree that their contractual relationship establishes when - according to the registration flow described in 3.3.1 and 3.3.2 - the Customer successfully reaches the ‘Successful Registration’ step after the new password setting and approving the consents.

3.5. The Customer acknowledges that the Device at his disposal is linked to the Customer’s SCN4ALL account, therefore the measurements made with the Device are synchronized to this account and can’t be associated with another SCN4ALL account.

3.6. In the event of Device malfunction, the Customer can contact the Partner or Provider. The Device will be replaced if the nature of the malfunction is warranty.

3.7. The Customer acknowledges that the measurements made with the Device at the Customer’s disposal are stored in the Customer’s SCN4ALL account and accessible for the Provider and Partner - who invited the Customer to the Service - for examination. This access includes the Customer’s profile info, before and after measurement info, comments, the measured pulse-wave data and it’s calculated parameters. The detailed list of measured and related input data can be found in Appendix 1 of this document.

4. Liability

4.1. The Customer acknowledges that the SCN4ALL System does not qualify as a validated medical device. The calculated parameters available in SCN4ALL System have not undergone medical validation yet. Measured and calculated parameters are not equivalent and should not be used as a substitute for licensed medical measurement methods and devices.

4.2. The Customer acknowledges that E-Medlab Hungary Kft. does not provide any medical advice, including but not limited to treatment and drug plans, suggestions, diagnosis or evaluation of health condition. Such advice should always be given by a certified medical professional, therefore E-Medlab Hungary Kft. strongly advise that its Customer seeks a doctor's advice in addition to using this app and before making any medical decisions.

4.3. The Customer acknowledges that the use of the SCN4ALL system is not substitute for any kind of medical services. The SCN4ALL system and any data it processes or generates should not be used to form medical feedback, advice or establish a diagnosis.

4.4. Neither the Provider nor Partner is responsible for any consequence or result of Customer violating the provisions of this section, especially to use the SCN4ALL service for any kind of medical evaluation or advisory on its own decision.

5. The temporal effect of SCN4ALL, deactivation of registration, termination of the contract

5.1. The Customer can request the deletion of his SCN4ALL account in writing to the info@scn4all.com address. In case of such a request, the Provider must complete the deletion in 15 workdays. Deletion means that the Customer can't log in to the Service, the Customer's personal information such as name, email is deleted, but the measurement data is stored in an anonymized way. Anonymous information is information that cannot be linked to an identified or identifiable natural person and any anonymised data that it originates from (original) individuals will no longer be recoverable, anonymized data is no longer personal data and therefore Service Provider will no longer apply the data protection rules.

5.2. The deletion of the Customer's account also means the termination of the contract.

5.3. The Customer acknowledges that the Provider and the Partner have the right to suspend or delete the Customer's account without any warning at any time.

6. Data protection, confidentiality

6.1. Following the Customers direct consent, the Provider carries out the data management related to the Service in full compliance with the applicable legislation, especially the provisions of 'Act CXII of 2011 on information self-determination and freedom of information', and the 'EU General Data Protection Regulation (GDPR). The Provider is committed to defending its Customers' and Partners' personal data and it attaches great importance to respect for their information self-determination rights. The Provider keeps the personal data confidential and takes all safety, technical and organizational measures that preserve data security and guarantees.

6.2. The Provider publishes its Privacy Policy document on the https://scn4all.com/privacy_policy webpage as Controller. The Provider recognizes this document as binding on itself. The Privacy Policy document describes the data subjects' rights regarding the data processing, the scope of the data to be processed, the duration of the data processing, the purpose of use and, where necessary, the fact of transmitting data, the recipients and the data processors involved in providing the service.

6.3. Provider shall be bound by the obligation of confidentiality in respect of all data (including, in particular, health) received by Customer in connection with the performance of the Service during the term of this Agreement, even for an unlimited period of time, unless the Customer has waived this expressly in writing.

6.4. The Customer should not disclose any information about the service, it's measured data or about how it works with any 3rd party - unless expressly agreed with the Provider or the Partner beforehand. Violation of this provision may result in criminal prosecution.

6.5. The Customer acknowledges and consents that the data collected or processed by the Provider during the term of the contract can be used for statistical and research purposes by the Provider. The Provider as the data processor generates the data to be used for research purposes from the data it processes, in such a way as to ensure the definitive anonymity of these data (anonymous information is information that cannot be linked to an identified or identifiable natural person) and any anonymised data that it originates from (original) individuals will no longer be recoverable, anonymized data is no longer personal data and therefore Provider will no longer apply the data protection rules.

7. Other provisions

7.1. Parties agree that all communication regarding the Service or contract is official if sent from the email address of the Customer which is linked to the Customer's SCN4ALL account to the Provider's address info@scn4all.com. Likewise, the official email address for such communication on the Provider side is info@scn4all.com.

7.2. In case any provision or part of a provision in this Terms of Use document is or becomes invalid or unenforceable, it has no effect on any other provision of this document. In this case, the interpretation (s) of the regulation (s), which are as close as possible to the objectives of the invalid or unenforceable provision (s), shall apply. In case such interpretation is impossible for legal reasons, the Parties undertake to enter into supplementary contract(s) in the spirit of these regulations. This provision shall apply to any regulatory gaps that may arise during the implementation or interpretation of the Terms of Use.

7.3. For further information and complaints regarding the Service, please contact the Service Provider, E-Medlab Hungary Kft. 1036 Budapest, Bécsi street 85, HUNGARY, telephone: +36-30-4446908, e-mail: info@scn4all.com. The Service Provider accepts complaints related to the Service only from the Client or its authorized representative. The Service Provider shall notify Customer in writing, within 15 business days of its receipt, of any complaints regarding such complaints, at the contact details it provides.

7.4. The Service Provider is entitled to unilaterally amend the Terms of Use at any time, but must publish the modifications on its website (<https://scn4all.com>) at least 15 days prior to the effective date of the amendment. The modified terms of Use shall enter into force when the 15 day due date is passed. The amendment of the present terms of Use does not affect the contract already concluded on the basis of a previous Terms of Use.

7.5. The appendix to these Terms of Use are an integral part of the Terms of Use.

7.6. This Terms of Use will be effective as of January 27, 2021, and will remain in effect until modified or revoked.

Appendix 1 - Measured and other input parameters

1. Weight (manual input)
2. Height (manual input)
3. Birth Date (manual input)
4. Blood Pressure (systolic and diastolic) (manual input)
5. Current complaints and symptoms (manual input)
6. Significant food intake in the previous 2 hours (manual input)
7. Alcohol consumption in the previous 2 hours? (manual input)
8. Energy drink consumption in the previous 2 hours? (manual input)
9. Coffee consumption in the previous 2 hours? (manual input)
10. Physical exercise/sport in the previous 2 hours (manual input)
11. Other information affecting circumstances of the measurement (manual input)
12. Pulse rate (measured/recorded)
13. Oxygen saturation of arterial blood (measured/recorded)
14. Pulse wave (measured/recorded)

Appendix 2 - Pricing

For our service prices and the current price of the BM1000B pulse oximeter (both of which are valid only in Hungary), please visit our webshop:

<https://www.merhetoegeszseg.hu/termek/berrymed-bm1000b-pulzoximeter/>