

GENERAL TERMS AND CONDITIONS - USE OF COALA CARE API SERVICE

EFFECTIVE DATE: February 16, 2021

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY CLICKING "ACCEPT" OR ACCESSING THE COALA API SERVICE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS, YOU MAY NOT ACCESS OR USE THE COALA SERVICE. BY ACCEPTING THESE TERMS OR BY USING THE COALA SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING THE PRIVACY POLICY (TOGETHER, THE "TERMS"). IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS OF SERVICE, THEN YOU DO NOT HAVE PERMISSION TO USE THE COALA API SERVICE.

TERMS OF USE OF THE COALA API SERVICE

These Terms and Conditions ("Terms") apply to the use of the Coala Heart Monitor, the Coala App application ("Coala App"), www.coalalife.com ("Website") and the digital services offered on the Website, including the cloud based Coala Care Portal, API-connections and related analytics, collectively referred to as "Coala API service". Any use of the Coala API service without API-connections is defined as "Coala Service". Please read the Terms carefully. By using the Coala API service you agree to these terms and agree to be bound by them. We also ask you to review our Privacy Policy. If you do not agree to the Terms, you cannot use the Coala API service.

Information about us

Coala Life Inc ("Coala Life"/ "We"). E-mail: info@coalalife.com

Specific terms related to use of Coala API Service

The use of Coala API service has the ability to manage data generated by the Coala Heart Monitor outside of the Coala Service. Parties and/or healthcare providers using the Coala API service acknowledge that:

- Any party that has access to data provided by the Coala API service has legal responsibilities to cover data handling according to HIPAA regulations.
- Coala Life act as a data processor and will provide the necessary technical safety of the Coala Service and support to the integrating Party when it comes to audit logging.
- By using the Coala API service you are bound to Coala Life's Privacy policy, Coala Life's Terms and Conditions and Coala Life's Terms of Service, including Business Associate Agreement

Responsibility

Our responsibility for the Coala API service is governed by applicable laws. Otherwise, we are responsible only for breach of these conditions and for a total amount equivalent to your annual fee for Coala API service, unless of serious negligence or willful conduct. The restrictions do not apply to the extent that they would restrict your rights under mandatory constitution.

Grounds for Relief

If the fulfillment of our commitments is substantially obstructed or prevented due to circumstances beyond our control, such as labor disputes, fire, lightning, terrorist attacks, changed constitution, government intervention and failure or delay in subcontracting services due to circumstances specified herein, shall this constitute grounds for liberation which entails the advancement of the date of performance and relief from damages and other penalties. However, this shall not limit your rights under the Consumer Act or other mandatory constitution.

Messages

Notifications to us should be sent to info@coalalife.com. Notifications to you will be sent (i) to the e-mail address or postal address you specified or (ii) by publishing on the Website.

Additions and changes

We may, from time to time, make additions to and changes to these Terms and Conditions. You are bound to the terms and conditions at the time you applied for the Coala API service unless we notify you of any changes or additions and you do not within 60 days from the date of such notice, notifying Coala Life that you do not accept such amended terms (the Coala API service immediately expires).

Transfer of rights and obligations

You may not transfer your rights or obligations under the Coala API service without our prior written consent. However, we may transfer our rights and obligations regarding your Coala API service at any time during the use of the service.

Applicable law and dispute

To the fullest extent permitted pursuant to applicable law, these Terms are governed by the laws of the State of California without regard to conflict of law principles.

Prohibited Conduct.

By using the Coala API service you agree not to:

- use or access the Coala API service (a) from a jurisdiction where such use or access is not authorized, (b) for any illegal purpose, or (c) in violation of any local, state, national, or international law;
- conduct activities that may be harmful to others or that could damage Coala Life's reputation;
- violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third-party intellectual property right, or disclosing personal information about another person;
- post, upload, or distribute marketing or advertising links or content, or any User Content or other content that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate;
- use scrapers, robots, or other data gathering devices on or through the Coala service, or frame or otherwise provide the Coala API service to third parties without Coala Life's permission;
- interfere with security-related features of the Coala API service, including by: (a) disabling or circumventing features that prevent or limit use or copying of any content; or (b) reverse engineering, decompiling, or otherwise attempting to discover the source code of any portion of the Service, including the app(s), except to the extent that such activity is expressly permitted by applicable law notwithstanding this restriction;
- interfere with the operation of the Coala API service or any user's enjoyment of the Coala service, including by: (a) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (b) making any unsolicited offer or advertisement to another user of the Coala API service; (c) attempting to collect personal information, including without limitation ECG data or other health information, about another user or third party without their consent; or (d) interfering with or disrupting any network, equipment, or server connected to or used to provide the Coala API service, or violating any regulation, policy, or procedure of any such network, equipment, or server;
- perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, accessing any other Coala API service or account without permission, or falsifying your account registration information;
- modify, translate, or create derivative works, adaptations or compilations of, or based on, the Coala API service or part thereof, or use, copy or reproduce the Coala API service or any part thereof other than as expressly permitted in these Terms;
- assign, sublicense, lease, sell, grant a security interest in, or otherwise transfer the access granted under these Terms or any right or ability to view, access, or use any Material.