

Circle HealthPod App Terms of Use and End User License Agreement

Agreement to Terms

These Terms of Use (“**Terms**”) govern your use of the Circle HealthPod smartphone application (“**App**”). Please read these Terms before using the App. By using the App, you agree to be legally bound by these Terms and any amendments of these Terms. If you do not agree to these Terms, do not use the App.

Amendment to the Terms

Prenetics Limited (“**we**”, “**our**”, or “**us**”) reserves the right to amend these Terms at any time without prior notice to you. If you do not agree to the amended Terms, you should immediately discontinue use of the App. By continuing to use the App after the Terms have been amended, you agree to such amendments.

Use of the App

You agree to use the App in a manner consistent with: (a) these Terms; (b) its intended use together with the Circle HealthPod; (c) the Circle HealthPod Instructions for Use, Quickstart Guide and any other instructions or guidance provided (the “**Instructions**”); and (d) any applicable laws and regulations.

You acknowledge that it is very important to read and carefully follow the Instructions and that we are not responsible for any issues that arise as a result of your failure to use the App and the relevant Circle HealthPod products in a manner consistent with the Instructions.

License to Use the App

All intellectual property rights in the App belong to us and the rights in the App are licensed (not sold) to you. You have no intellectual property rights in, or to, the App, other than the right to use it in accordance with these Terms. We grant you a revocable, non-transferable, non-exclusive license to use the App. You may only download the App onto your mobile smartphone device and use the App in conjunction with Circle HealthPod products.

License Restrictions: The license given to you to use the App is restricted as follows:

- This license is only given to you. You shall not assign, rent, lease, sub-license, loan, provide, or otherwise make available, the license to any other person;
- You shall not copy or distribute the App, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;

- You shall not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, nor permit the App or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App on devices as permitted in these terms;
- You shall not disassemble, de-compile, reverse engineer, attempt to drive the source code of, or modify or create derivative works based on the whole or any part of the App;
- You shall not use the App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App;
- You shall not infringe our intellectual property rights or those of any third party in relation to your use of the App;
- You shall not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App;
- You shall not use the App in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- You shall be solely responsible for ensuring that your use of the App is in compliance with all applicable laws, rules and regulations.

Updates to the App: From time to time, we may update the App to improve performance, enhance functionality, reflect changes to the operating system or address security issues. If you choose not to install such updates, you may not be able to continue using the App.

Ownership of Intellectual Property and Restrictions on Use

We are the sole owner of all intellectual property and other proprietary rights to the App. We do not waive any intellectual property right to the App, even if it does not appear with a designation that it constitutes our intellectual property. You agree to observe copyright and all other applicable laws and agree you will not use the content in any manner that infringes or violates the rights of any person or entity, or is unlawful in any jurisdiction where the App is being used.

Your Circle HealthPod Account

When you install the App and register for an account, you will be asked to set up a profile. You may set up multiple profiles in your account for your others, and may save your and their test results under the relevant profiles.

By creating an account, you represent and warrant the following:

- you are at least 18 years of age;
- you have the legal ability and authority to enter into these Terms;
- you have provided accurate and complete information when establishing your account and creating profiles for others (“**Account Information**”);
- you have the authority and consent of any individual if you create a profile on their behalf, or if the individual is a minor, you are their guardian or have the consent of their guardian to create a profile on their behalf;
- to the extent you create a profile on behalf of another person, such person has reviewed and agreed to these Terms and the Circle HealthPod Privacy Policy;
- you will take all reasonable steps to maintain and update the Account Information to ensure that it is accurate and complete; and
- you will ensure that the tests conducted are saved under the correct profiles.

You are responsible for the security and access to your account and all of the activity that occurs in your account. You must keep your account credentials secure and not share them with anyone. We are not responsible for any loss of data resulting from your use of the App, accidental or intentional deletion, or any breach of security on your mobile smartphone device.

Your Data, Privacy and Security

The information that you provide in the App and any data generated by your Circle HealthPod that is transferred to the App are stored on your mobile smartphone device and on our secure cloud servers. We are committed to maintaining the privacy of any information that we receive. Further details regarding our privacy policy is available in Circle HealthPod Privacy Policy.

Certain features of the App will enable you to transmit information outside your mobile smartphone device, and share information with others via social media. These features are voluntary, and any action taken is done at your sole risk and responsibility.

While we cannot guarantee that unauthorised access, disclosure, misuse or loss of information will never occur, we are certified to ISO/IEC 27001:2013 Information Security Management System Standard and frequently review and implement physical, technical, and administrative measures to prevent information security incidents and to maintain the confidentiality, integrity and availability of information. Only authorised personnel and contracted third parties have access to information that is necessary for them

to perform their jobs or services. In the event of a security incident, you will be notified of any material impacts or direct consequences to you as a user without undue delay.

Disclaimer

The information provided in and through this App is not intended to treat, cure, or prevent any disease but is to assist you in using the Circle HealthPod. You acknowledge that the information provided is not intended, and should not be construed, as independent medical advice or treatment and is not a substitute for consultation with qualified healthcare professionals.

The videos and instructions provided in this App are to guide you in using the Circle HealthPod. We are not liable for your misunderstanding or failure to follow the steps set out in this App. You acknowledge and agree to assume full responsibility for the risks associated with the use of the Circle HealthPod. We are not liable to you, or any third party, for any decision made or action taken by you or any third party based on information provided by or derived from Circle HealthPod.

To the maximum extent permitted by applicable law, the App is provided on an “as is” basis, and we hereby disclaim all warranties and conditions with respect to the App, either express, implied, or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and of non-infringement of third-party rights. Without limitation thereof, we do not warrant: (i) against interference with your enjoyment of the App, (ii) that the functions contained in, or services performed or provided by the App will meet your requirements; (iii) that the operation of the App will be uninterrupted or error-free; or (iv) that defects in the App will be corrected. No oral or written information or advice given by us or our authorized representatives shall create a warranty. Should the App prove defective, you assume the entire cost of all necessary servicing, repair, or correction.

You acknowledge and agree to assume full responsibility for the risks associated with the use of the Circle HealthPod and the App, and that the use of such is at your sole risk. We are not liable to you, or any third party, for any decision made or not made, or any action taken or not taken, based on information contained on or within the App, or due to reliance upon information contained on or within the Circle HealthPod or the App.

We are not responsible for any loss of data whether such loss is due to issues in the Circle HealthPod Bluetooth connection, failure of the App to sync with the Circle HealthPod, failure of the App to connect

with our cloud servers or otherwise. You shall be fully responsible for any loss of data arising out of issues with your mobile smartphone device, your wifi connection, your deletion of the App, or otherwise.

You agree that we are not liable for errors, unreliable operation, or other issues resulting from use of the App on or in connection with rooted or jail broken devices or on any mobile smartphone device that is not in conformance with the manufacturer's original specifications, including use of modified versions of the operating system. Use of the App on such modified devices will be at your sole and exclusive risk and liability.

You acknowledge and agree that we are not liable or responsible for: (a) any errors in data or data entry, whether caused by you or by hardware, software or otherwise; (b) errors in results; (c) malfunction of any hardware or software; (d) personal injury; (e) your failure to comply with proper instructions; and (f) delay, failure, interruption or corruption of data.

Limitation of Liability

Under no circumstances shall we or our officers, directors, employees, agents, representatives, suppliers, or licensors be responsible for personal injury or any indirect, incidental, consequential, special, or punitive damages or losses, including, without limitation, damages for loss of profits, loss of data, business interruption, or any other commercial damages or losses, arising out of or related to your use of or inability to use the Circle HealthPod or the App or your reliance on or use of the Circle HealthPod or the App, however caused, regardless of the theory of liability (contract, tort, or otherwise) and even if we have been advised of the possibility of such damages.

Notwithstanding anything else in these Terms, our aggregate liability to you arising under or in connection with these terms is limited to the greater of: (i) the amount that you paid to us for the Circle HealthPod on which this dispute is based in the past six (6) months; or (ii) HK\$500, whichever is greater. If any of the above exclusions or limitations of liability or any of the disclaimers of warranties are disallowed by law, such exclusions or limitations will not apply to you, but only to the extent such exclusions or limitations are not allowed. In no event shall we be liable to you for damages (other than as may be required by applicable law).

Indemnification

You agree to defend, indemnify, and hold us, our officers, directors, employees, agents, and contractors harmless from and against any claims, actions or demands, liabilities and settlements, including without limitation, legal and accounting fees, resulting from or alleged to result from, your use of and access to the Circle HealthPod or the App, your violation of these Terms or your violation of any third party right, including without limitation any trademark, copyright or other proprietary or privacy right, any claim for personal injury, death or damage to property, or breach or loss of data that you (or unauthorized users using your account) have transmitted, uploaded, downloaded, stored, managed or in any other way accessed, using the Circle HealthPod or the App. We reserve the right to assume the exclusive defensive and control of any matter subject to indemnification by you (without limiting your indemnification obligations with respect to the matter). In that case, you agree to cooperate with our defence of those claims.

Termination

We may end your rights to use the App at any time if you are found to have breached these Terms. If we end your rights to use the App:

- You must stop all activities authorised by these Terms, including your use of the App.
- You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us in writing that you have done this.

Governing Law and Jurisdiction

Any dispute arising out of or in connection with the App or these Terms shall be governed by the laws of Hong Kong, to the exclusion of any conflicts of laws rules. You agree that any dispute shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The number of arbitrator shall be one. The seat and place of arbitration shall be Hong Kong. The language of arbitration shall be English. The arbitral award shall be final and binding upon the Parties. We may seek injunctive or other equitable relief in any jurisdiction in order to protect our intellectual property rights.

These Terms and any amendments thereof, together with applicable policies and procedures, including the Privacy Policy, shall constitute the entire agreement between us concerning use of the Circle

HealthPod and the App. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term shall be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

Contact Us

If you have any questions, concerns, or suggestions or otherwise need to contact us, please email Customer Care at customercare@circlepod.co, or contact us by post at Prenetics Limited, 7/F, Prosperity Millennia Plaza, 663 King's Road, North Point, Hong Kong, Attn: Circle HealthPod Customer Care.

Updated on 2 June 2021

Copyright 2021 Prenetics Limited. All rights reserved.