

OMRON CONNECT TERMS OF USE

Version 0.5 – January 2023

We, OMRON Healthcare Co., Ltd. (“**OMRON**” or “**We**”), license our users (“**You**”) You to use:

- ‘OMRON connect’ mobile application software and any updates or supplements to it (“**App**”); and/or
- OMRON connect cloud service (“**Service**”). *Not applicable if You reject “Cloud usage” in a later step.*

as permitted in these terms of use.

INTENDED USE

The App enables You to transfer your measurement data from supported OMRON devices to your smartphone or other handheld device (“**Device**”).

The App is provided “AS IS” and is not intended to give or replace any advice, including but not limited to medical advice, or to serve for diagnostic purposes on which reliance should be placed.

OMRON is not a medical care provider and does not provide medical advice. The App is not intended to be relied upon in lieu of medical treatment or advice by a trained medical care provider.

Always consult your doctor or other healthcare professional with any questions regarding your medical condition.

NECESSARY EQUIPMENT

The App is designed for smartphone or other handheld devices.

OMRON will have no liability for errors, unreliable operation, or other issues resulting from use of the App or the Service on or in connection with rooted or jail broken Devices or use on any Device that is not in conformance with the manufacturer’s original specifications, including use of modified versions of the operating system (collectively, “**Modified Devices**”). Use of the App or the Service on and through Modified Devices will be at your sole and exclusive risk and liability.

YOUR PRIVACY

We only use any personal data We collect through your use of the App and the Service in the ways set out in the OMRON connect [Privacy Statement](#).

THE TERMS OF THE DIGITAL DISTRIBUTION PLATFORM FROM WHICH YOU DOWNLOAD THE APP ALSO APPLY

The ways in which You can use the App is also controlled by the terms of the digital distribution platform (e.g. Apple App, Samsung App and Google Play Stores) from which You download the App.

SUPPORT FOR THE APP AND HOW TO INFORM US ABOUT PROBLEMS

Support. If You want to learn more about the App or the Service or have any problems using them please take a look at our support resources. <https://www.omron-healthcare.co.uk/omronconnect-support.html>

Contacting us (including with complaints). If You have any suggestions for improvement to the App or encounter difficulties with the use of the App or wish to contact us for any other reason, please contact the support service by using the 'contact us' function within the App or by sending an email to technical.support@eu.omron.com

How We will communicate with You. If We have to contact You, We will do so by email, using the contact details You have provided to us.

Feedback. Any data, comments or materials You have sent to us via the support contact details as set out under the "Communication section" or via in-app communications, including feedback data, such as questions, comments, suggestions, or the like ("**Feedback**") shall be handled in accordance with the Privacy Statement. We shall be free to use any ideas, concepts, know-how or techniques contained in such Feedback for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products incorporating such Feedback.

HOW YOU MAY USE THE APP

In return for your agreeing to comply with these terms You may:

- download a copy of the App onto your Device and view, use and display the App and the Service on such Device for your personal purposes only.
- receive and use any free update of the App incorporating "patches" and corrections of errors as We may provide to You.

YOU MUST BE 18 TO ACCEPT THESE TERMS AND USE THE APP

You must be 18 or over to accept these terms and use the App, otherwise You must obtain parental consent.

YOU MAY NOT TRANSFER THE APP TO SOMEONE ELSE

We are giving You personally the right to use the App and the Service as set out above under the "How You may use the App" section. You may not otherwise transfer the App or the Service to someone else, whether for money, for anything else or for free. If You sell any Device on which the App is installed, You must remove the App from it.

CHANGES TO THESE TERMS

We may need to change these terms to reflect changes in law or best practice or to deal with additional features.

We notify You of a change to these terms when You next start the App.

If You do not accept the notified changes You will not be able to continue to use the App and the Service.

UPDATES TO THE APP

From time to time We may ask You to 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 and the Service.

USE OF AND ACCESS TO THE APP AND THE SERVICE

Use of and access to the App and the Service is permitted on a temporary basis, and We reserve the right to withdraw or amend the App and the Service without notice. From time to time, We may restrict access to some parts of the App and the Service, the entire App and the Service, or to certain users. We will not be liable if for any reason the App or the Service is unavailable at any time or for any period.

IF SOMEONE ELSE OWNS THE SMARTPHONE OR DEVICE YOU ARE USING

If You download the App onto any Device not owned by You, You must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not You own the Device.

WE ARE NOT RESPONSIBLE FOR THIRD PARTY SERVICES WE LINK TO

The App or the Service may contain links to other independent services which are not provided by us. Such independent services are not under our control, and We are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent services, including whether to buy any products or services offered by them.

LICENCE RESTRICTIONS

You agree that You will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Service in any form, in whole or in part to any person without prior written consent from us;
- not copy the App or Service, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App or the Service, nor permit the App or the Service or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Service on Devices as permitted in these terms;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Service nor attempt to do any such things.
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or the Service.

ACCEPTABLE USE RESTRICTIONS

You must:

- not use the App or the Service 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, the Service or any operating system;

- not infringe our intellectual property rights or those of any third party in relation to your use of the App or the Service, including by the submission of any material (to the extent that such use is not licensed by these terms);
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or the Service;
- not use the App or the Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- not collect or harvest any information or data from the Service or our systems or attempt to decipher any transmissions to or from the servers running the Service.

INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in the App and the Service throughout the world belong to us (or our licensors) and the rights in the App and the Service are licensed (not sold) to You. You have no intellectual property rights in, or to, the App or the Service other than the right to use them in accordance with these terms.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

We are responsible to You for foreseeable loss and damage caused by us. If We fail to comply with these terms, We are responsible for loss or damage You suffer that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time You accepted these terms, both We and You knew it might happen.

We do not exclude or limit in any way our liability to You where it would be unlawful to do so.

When We are liable for damage to your property. If defective digital content that We have supplied damages a device or digital content belonging to You, We will either repair the damage or pay You compensation. However, We will not be liable for damage that You could have avoided by following our advice to apply an update offered to You free of charge or for damage that was caused by You using the App or the Service on an unsupported Device.

We are not liable for business losses. The App is for domestic and private use. If You use the App for any commercial, business or resale purpose We will have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Limitations to the App and the Service. The App and the Service are provided for general information purposes only. They do not offer advice on which You should rely. You must obtain professional or specialist advice before taking, or refraining from, any action based on information obtained from the App or the Service. Although We make reasonable efforts to update the information provided by the App and the Service, We make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

Check that the App and the Service are suitable for You. The App and the Service have not been developed to meet your individual requirements. Please check that the facilities and functions of the App and the Service (as described on the digital distribution platform from which You obtained the App) meet your requirements.

WE MAY END YOUR RIGHTS TO USE THE APP AND THE SERVICE IF YOU BREAK THESE TERMS

We may end your rights to use the App and the Service at any time by contacting You if You have broken these terms in a serious way. If what You have done can be put right, We will give You a reasonable opportunity to do so.

If We end your rights to use the App and the Service:

- You must stop all activities authorised by these terms, including your use of the App and the Service.

- 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 that You have done this.

WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE

We may transfer our rights and obligations under these terms of use to another organisation as part of a transfer of a (part of) our business. We will always notify You if this happens and We will ensure that the transfer will not affect your rights under these terms of use.

IF A COURT FINDS PART OF THIS CONTRACT ILLEGAL, THE REST WILL CONTINUE IN FORCE

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

EVEN IF WE DELAY IN ENFORCING THIS CONTRACT, WE CAN STILL ENFORCE IT LATER

Even if We delay in enforcing these terms of use contract, We can still enforce it later. If We do not insist immediately that You do anything You are required to do under these terms of use, or if We delay in taking steps against You in respect of your breaking this contract, that will not mean that You do not have to do those things and it will not prevent us taking steps against You later.

WHICH LAWS APPLY TO THIS CONTRACT AND WHERE YOU MAY BRING LEGAL PROCEEDINGS

These terms are governed by and construed in accordance with Dutch law. All disputes in connection with these terms will be subject to the exclusive jurisdiction of the courts of the Netherlands.

COMMUNICATION

If You have any concerns, questions, comments or requests about this document or the App, You can contact us through our representative in the EU via email to technical.support@eu.omron.com the 'contact us' function within the App, or by regular mail at:

OMRON Healthcare Europe B.V., Marketing and Communication Department
Scorpius 33
2132LR, Hoofddorp
The Netherlands.