

General Terms and Conditions for the Use of the BIOTRONIK Patient App

1. Scope

- 1.1 The following terms and conditions (hereinafter referred to as "**Terms**") apply to every registered user of the BIOTRONIK Patient App (hereinafter referred to as "**App**"). The App is operated by BIOTRONIK SE & Co. KG, based in Woermannkehre 1, 12359 Berlin, Germany, (hereinafter referred to as "**we**" or "**us**").
- 1.2 The App provides certain information in relation to your cardiac devices. Please note, however, that the App is not an emergency system and does not provide medical advice. We recommend consulting with your doctor before using the App.
- 1.3 The App may also contain services and/or information of third parties, to which we only provide access. Different or additional terms and conditions may apply with respect to the use of third party services, which will be marked as such.
- 1.4 The specific terms of use of Apple – provided below – will also apply if you download the App from Apple's App store. If you download the App from Google's Google Play Store, then the specific terms of use of Google – provided below – will also apply.

2. Registration

- 2.1 By completing the registration in our App you enter into a user agreement with us and thereby accept the Terms as basis of the user agreement.
- 2.2 The registration requires you to
 - (a) enter and submit the mandatory information that is requested when opening the App for the first time (e.g. first and last name, email address and a chosen password); and
 - (b) be at least 18 years of age.

You have no legal right of registration. We are entitled to deny registration without giving a specific reason. If we accept your registration we will send you a verification email to the email address stated within your registration. In order to complete the registration you will need to activate your account by clicking the verification link within the verification email.

After successful registration you can login to the App by entering your email address and password.

- 2.3 You must not let any third party have access to the password you chose upon registration and are obligated to inform us immediately after becoming aware that non-authorized third parties have possession of or access to your password. You are personally liable for any use and/or activity that is being carried out under your account in accordance with the statutory legal provisions.

3. BIOTRONIK Home Monitoring / Home Monitoring Service Center

In order to use the App you and your cardiac device must be registered with the BIOTRONIK Home Monitoring Service Center. Furthermore, your cardiac device must

be equipped with BIOTRONIK Home Monitoring and you need to have a CardioMessenger Patient Device.

In addition, the App may allow you to upload information about your health status and current symptoms in form of a diary or survey to the Home Monitoring Service Center. Please note that any uploaded information will be shared with your physician and may be used by your physician for supporting diagnoses of your conditions.

Please note that the App is not an emergency information system. If you are in need of medical attention please contact your physician or local emergency services. The App does not, therefore, release you from your obligation to consult a physician if complaints occur or to call your local emergency service in cases of emergency.

4. Modifications and Updates to the App

Since the App is provided to you free of charge by us we reserve the right to alter or discontinue the offers and functions of the App or to replace them with new applications in the future. We will announce such changes in a timely manner within the App and will take into account your legitimate interests.

We may – without being obliged to – also publish updated versions of the App from time to time and discontinue supporting earlier versions of the App. A proper working of the App requires that you have the latest version of the App installed at any time. Future updates might require that you have installed an updated version of the operating system on your mobile device and such updated version of the operating system might not support your current mobile device without the update.

5. Prohibited Activities

5.1 The App is available for non-commercial use only.

5.2 Any activity that violates applicable law or rights of third parties as well as any activity that may impair smooth operation of the App, especially such activities that may encumber our system excessively, is prohibited.

6. Availability

In general, the App is available round the clock. We cannot guarantee that the App runs uninterrupted or error-free. At times the App may not be completely or partly available in order to carry out or implement necessary backups, maintenance works, improvements or bug fixes.

The App requires a working internet access. You might have no, or only limited, mobile internet access in some regions or when traveling abroad. We strongly recommend checking the availability of internet access in advance with your telecommunication provider.

You have sole responsibility for any fees or charges, including data charges, incurred by you in connection with your use of the App. We are not responsible for the suitability, functionality and performance of either your mobile device or your internet or cellular connectivity.

7. Using the Communication Tools of the App

The App may allow you to initiate an email to our Health Services Customer Support. Therefore the App provides the Health Services Customer Support email address to allow you to send an email via the email client of your mobile device. Please note that your telecommunication provider may charge you for any in- and outgoing emails.

The App supports the reception and transmission of messages, e.g. for general information regarding the App or call-back requests from your physician. The transmission of messages requires an internet access. Please note that your telecommunication provider may charge you for the data.

8. Surveys

If you have given us your consent, we may contact you to ask for your feedback regarding the usability and experience of the App by inviting you via email or in-app messages to participate in online surveys.

9. Data Protection / Privacy

Security of your personal data is of paramount importance to us. Additional information regarding the security measures we implement to secure your data can be found in our privacy statement.

Please note that the App may include and display sensitive health data about you. We therefore recommend to close the App every time after use and to protect access to your mobile device at all times (e.g. by using a safe password/PIN).

10. Warranties / Our liabilities

10.1 The App is designed as an additional information source only and shall neither be regarded as medical advice nor shall it substitute or overrule any information given by professional medical advisors.

10.2 We endeavour and undertake reasonable measures to ensure that any data given within the App is accurate and up-to-date. However, we cannot ensure this with regards to information initially collected by third parties and only immigrated to the App (e.g. information within your "My Patient ID Card"). Furthermore, any information regarding the status of your medical device is dependent on an accurate transmission of the underlying data by your CardioMessenger Patient Device.

10.3 We shall be liable without limitation for damage caused with intent or gross negligence as well as for claims regarding the German Product Liability Act and in case of injury to the life, limb or health.

We can only be held liable for slightly negligent breaches of duty if our legal representatives or agents are in breach of a duty that derives from material contractual obligations that is of substantial importance to fulfilling the contract purpose ("cardinal obligation"). In this case the liability is limited to the foreseeable damage.

Insofar as our liability is excluded or limited, the same applies to the personal liability of our legal representatives and agents.

11. Scope of Use

All content, information, pictures, videos and databases that are published in this App are protected by copyright. Express written approval must be obtained from us prior to any use, reproduction, publication or distribution that is not private or non-commercial, including the insertion into databases.

12. Term and Termination

12.1 The user agreement is concluded for an indefinite period. You may terminate the user agreement at any time without a notice period by clicking "Delete Account" at your account settings and completing the deletion process.

12.2 We reserve the right to terminate the user agreement at any time with a four weeks' advance notice. We will inform you about the termination via an email to the address stated during the registration.

12.3 Either party may terminate this Agreement immediately for good cause.

13. Final Provisions

13.1 We reserve the right to amend the Terms at any time. We will inform you about any amendments in advance via a message to your email address ("amendment notice"). You may object to an amendment within four weeks after receipt of the amendment notice ("objection period"). In the event that you object to the amendment notice, we are entitled to terminate the user agreement with a two weeks' notice period starting from the end of the objection period. We will inform you about your right to object and the legal consequences separately within the amendment notice.

13.2 These Terms are governed by the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). If you are a user, this choice of law shall not have the result of depriving you of the protection afforded to you by provisions that cannot be derogated from by agreement by virtue of the law of the country of your habitual residence.

13.3 We are entitled to partly or fully assign the fulfillment of all services that are connected to this App to third parties at any time.

13.4 The European Commission provides a platform that is dedicated to extrajudicial resolution online under <http://ec.europa.eu/consumers/odr> (the so-called OS platform). We are not interested in participating in dispute settlement procedures at a consumer arbitration board, nor are we obligated to do so.

14. Contact

Feel free to contact us directly if you have any questions or problems with the App:

Health Services Customer Support

email: patientapp.support@biotronik.com.

Special Terms of Use for users, who download the App from the Apple App Store

The following conditions apply in addition to the Terms, if you download the App via the App Store by Apple Inc. ("**Apple**"):

1. The terms of use are agreed upon solely between you and us. Apple is not a party of this contract whatsoever and has no responsibilities regarding the terms of use and the content thereof.
2. You are granted a non-transferable right of use of this App on every Apple device that is in your possession within the scope of the terms of use in the general terms and conditions of the App Store.
3. Apple is not responsible for providing maintenance and support services for the App. Apple is not in any way obliged to provide maintenance and support services for the App.
4. Apple is not responsible for our warranties, no matter whether they arise explicitly or are implied by act of law if not waived effectively. In the case of us not fulfilling applying warranties, you may contact Apple for a refund of the potential price to which you purchased the App. You further note, that Apple does not have any other warranties of any kind regarding us, to the extent permitted by law.
5. Apple is not responsible for claims associated to the App, possession and/or its usage, including (i) product liability claims, (ii) allegations that the application does not meet the applicable jurisdictional and administrative regulations; and (iii) claims of consumer protection law or related legislative acts.
6. In case of a third party claiming that the App, its possession thereof or its usage violates intellectual property of a third party, Apple is not responsible for the investigation, defence, settlement or fulfilment of such a claim regarding the violation of intellectual property.
7. Use of the App is not permitted if you (i) reside in a country, that is subject to an embargo by the U.S. government or which is regarded as a country that supports terrorism by the U.S. government; or (ii) are listed as a blocked or restricted person by the U.S. government.
8. Any questions, complaints or claims in relation to the App should be raised with us. Our contact information is provided at "Contact" above.
9. Apple and its subsidiaries are third-party beneficiaries of these terms of use and by accepting these terms of use, Apple has the right to enforce this contract as a third-party beneficiary of the contract against you; this right shall be deemed to be accepted by Apple.

Special Terms of Use for Users who download the App from Google's Google Play Store

The following conditions apply in addition to the Terms if you download the App via the Google Play Store by Google Inc. ("**Google**"):

1. You accept that these terms of use are only effective between you and us, not with Google.
2. Your use of the Android App must meet the current terms of use of Google Play.

3. Google is only the provider of Google Play where you downloaded our Android App. Only we, and not Google, are solely responsible for the Android App, services and content, which are accessible via these. Google has neither an obligation nor a liability regarding the Android App or this agreement.
4. You acknowledge that Google is a third-party beneficiary of these terms of usage, as far as a connection to our Android App is established.

FOR UNITED STATES RESIDENTS THE FOLLOWING TERMS APPLY:

General Terms and Conditions for the Use of the BIOTRONIK Patient App

15. Scope

- 15.1 The following terms and conditions (hereinafter referred to as "**Terms**") apply to every registered user of the BIOTRONIK Patient App (hereinafter referred to as "**App**"). The App is operated by BIOTRONIK SE & Co. KG, based in Woermannkehre 1, 12359 Berlin, Germany, (hereinafter referred to as "Biotronik", "**we**" or "**us**").
- 15.2 The App provides certain information in relation to your cardiac device. Please note, however, that the App is not an emergency system and does not provide medical advice. We recommend consulting with your doctor before using the App or relying on any of the information provide in the App.
- 15.3 The App may also contain services and/or information of third parties, to which we only provide access. Different or additional terms and conditions may apply with respect to the use of third party services, which will be marked as such.
- 15.4 The specific terms of use of Apple – provided below – will also apply if you download the App from Apple's App store. If you download the App from Google's Google Play Store, then the specific terms of use of Google – provided below – will also apply.

16. Limited License Grant

- 16.1 Biotronik owns all right, title, and interest to, including all intellectual property rights in, the App and grants to you solely a nonexclusive, non-transferable, non-assignable, non-sublicensable license to install and use a copy of the App on your compatible mobile device solely to monitor and transmit data from your cardiac device, to make entries into a symptoms diary, and to review educational materials. You may not copy, modify, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, create derivative works based on, or integrate with other computer systems or programs the App without the prior written consent of Biotronik.

17. Registration

- 17.1 The registration requires you to
 - (a) enter and submit the mandatory information that is requested when opening the App for the first time (e.g. first and last name, email address and a chosen password); and
 - (b) be at least 18 years of age.

You have no legal right of registration. We are entitled to deny registration without giving a specific reason. If we accept your registration we will send you a verification email to the email address stated within your registration. In order to complete the registration you will need to activate your account by clicking the verification link within the verification email.

After successful registration you can login to the App by entering your email address and password.

- 17.2 You must not let any third party have access to the password you chose upon registration and are obligated to inform us immediately after becoming aware that non-authorized third parties have possession of or access to your password. You are personally liable for any use and/or activity that is being carried out under your account in accordance with the statutory legal provisions.

18. BIOTRONIK Home Monitoring / Home Monitoring Service Center

In order to use the App you and your cardiac device must be registered with the BIOTRONIK Home Monitoring Service Center. Furthermore, your cardiac device must be equipped with BIOTRONIK Home Monitoring and you need to have a CardioMessenger Patient Device.

In addition, the App may allow you to upload information about your health status and current symptoms in form of a diary or survey to the Home Monitoring Service Center. Please note that any uploaded information will be shared with your physician and may be used by your physician for supporting diagnoses of your conditions.

Please note that the App is not an emergency information system. If you are in need of medical attention please contact your physician or local emergency services. This does not, therefore, release you from your obligation to consult a physician if complaints occur or to call 911 in cases of emergency.

19. Modifications and Updates to the App

Since the App is provided to you free of charge by us we reserve the right to alter or discontinue the offers and functions of the App or to replace them with new applications in the future. We will announce such changes in a timely manner within the App.

We may – without being obliged to – also publish updated versions of the App from time to time and discontinue supporting earlier versions of the App. A proper working of the App requires that you have the latest version of the App installed at any time. Future updates might require that you have installed an updated version of the operating system on your mobile device and such updated version of the operating system might not support your current mobile device without the update.

20. Prohibited Activities

- 20.1 The App is available for non-commercial use only.
- 20.2 Any activity that violates applicable law or rights of third parties as well as any activity that may impair smooth operation of the App, especially such activities that may encumber our system excessively, is prohibited.
- 20.3 You may not upload, download, email, transmit, store or otherwise make available any data or other information from any person under the age of 18.

21. Availability

In general, the App is available round the clock. We cannot guarantee that the App runs uninterrupted or error-free. At times the App may not be completely or partly available in order to carry out or implement necessary backups, maintenance works, improvements or bug fixes.

The App requires a working internet access. You might have no, or only limited, mobile internet access in some regions or when traveling abroad. We strongly recommend checking the availability of internet access in advance with your telecommunication provider.

You have sole responsibility for any fees or charges, including data charges, incurred by you in connection with your use of the App, Biotronik is not responsible for the suitability, functionality and performance of either your mobile device or your internet or cellular connectivity.

22. Using the Communication Tools of the App

The App may allow you to initiate an email to our Health Services Customer Support. Therefore the App provides the Health Services Customer Support email address to allow you to send an email via the email client of your mobile device. Please note that your telecommunication provider may charge you for any in- and outgoing emails.

The App supports the reception and transmission of messages, e.g. for general information regarding the App or call-back requests from your physician. The transmission of messages requires an internet access. Please note that your telecommunication provider may charge you for the data

23. Surveys

If you have given us your consent, we may contact you to ask for your feedback regarding the usability and experience of the App by inviting you via E-Mail or in-app messages to participate in online surveys. You may withdraw your consent at any time by following the instructions provided in Account Settings.

24. Data Protection / Privacy

Security of your personal data is of paramount importance to us. Additional information regarding the security measures we implement to secure your data can be found in our privacy statement provided below.

Please note that the App may include and display sensitive health data about you. We therefore recommend to close the App every time after use and to protect access to your mobile device at all times (e.g. by using a safe password/PIN). You agree you are solely responsible for the security of your mobile device, its passwords and any usage activities that occur in connection with the App and you mobile device.

25. Warranties / Our liabilities

25.1 The App is designed as an additional information source only and shall neither be regarded as medical advice nor shall it substitute or overrule any information given by professional medical advisors.

25.2 We endeavour and undertake reasonable measures to ensure that any data given within the App is accurate and up-to-date. However, we cannot ensure this with regards to

information initially collected by third parties and only immigrated to the App (e.g. information within your "My Patient ID Card"). Furthermore, any information regarding the status of your medical device is dependent on an accurate transmission of the underlying data by your CardioMessenger Patient Device.

- 25.3 We do not warrant that your use of the App will be error-free or uninterrupted. The App is provided "as is" and "as available" without any representation or warranty, express, implied or statutory as to the operation of the App, or the data, information, content or materials included on the App. To the fullest extent permissible by applicable law, we specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement.
- 25.4 **LIABILITY EXCLUSION and LIMITATIONS:** We will not be liable to you for any indirect, incidental, special, consequential or pure economic losses, costs, damages or expenses of any kind howsoever arising out of or in connection with these Terms or your use of the App (whether in warranty, contract or tort, including negligence, or product liability even if informed about the possibility thereof) including medical expenses, legal fees on a lawyer/solicitor client basis, loss of revenue or profits (whether direct or indirect), loss or interruption of business, loss of goodwill, loss of anticipated savings, loss of privacy arising out of or in any way related to the use of or inability to use the App, loss of use, or loss or corruption of data or information. To the extent liability cannot be excluded or disclaimed, our liability is limited to fixing, repairing or otherwise rectifying any faults with the App.

26. Scope of Use

All content, information, pictures, videos and databases that are published in this App are protected by copyright. Express written approval must be obtained from us prior to any use, reproduction, publication or distribution that is not private or non-commercial, including the insertion into databases.

27. Term and Termination

- 27.1 You may terminate the user agreement at any time without a notice period by clicking "Delete Account" at your account settings and completing the deletion process.
- 27.2 We reserve the right to terminate the user agreement at any time with thirty (30) days advance notice. We will inform you about the termination via an email to the address stated during the registration.
- 27.3 Either party may terminate this Agreement immediately for good cause.

28. Final Provisions

- 28.1 We reserve the right to amend the Terms at any time. We will inform you about any amendments in advance via a message to your email address ("amendment notice"). You may object to an amendment within four weeks after receipt of the amendment notice ("objection period"). In the event that you object to the amendment notice, we are entitled to terminate the user agreement with a two weeks' notice period starting from the end of the objection period. We will inform you about your right to object and the legal consequences separately within the amendment notice.
- 28.2 These Terms are governed by the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). If you are a user, this choice of law shall not have the result of depriving you of the

protection afforded to you by provisions that cannot be derogated from by agreement by virtue of the law of the country of your habitual residence.

28.3 We are entitled to partly or fully assign the fulfillment of all services that are connected to this App to third parties at any time.

28.4 The European Commission provides a platform that is dedicated to extrajudicial resolution online under <http://ec.europa.eu/consumers/odr> (the so-called OS platform). We are not interested in participating in dispute settlement procedures at a consumer arbitration board, nor are we obligated to do so.

29. Contact

Feel free to contact us directly if you have any questions or problems with the App:

Health Services Customer Support

Email patientapp.support@biotronik.com

Special Terms of Use for users, who download the App from the Apple App Store

The following conditions apply in addition to the Terms, if you download the App via the App Store by Apple Inc. ("**Apple**"):

5. The terms of use are agreed upon solely between you and us. Apple is not a party of this contract whatsoever and has no responsibilities regarding the terms of use and the content thereof.
6. You are granted a non-transferable right of use of this App on every Apple device that is in your possession within the scope of the terms of use in the general terms and conditions of the App Store.
7. Apple is not responsible for providing maintenance and support services for the App. Apple is not in any way obliged to provide maintenance and support services for the App.
8. Apple is not responsible for our warranties, no matter whether they arise explicitly or are implied by act of law if not waived effectively. In the case of us not fulfilling applying warranties, you may contact Apple for a refund of the potential price to which you purchased the App. You further note, that Apple does not have any other warranties of any kind regarding us, to the extent permitted by law.
9. Apple is not responsible for claims associated to the App, possession and/or its usage, including (i) product liability claims, (ii) allegations that the application does not meet the applicable jurisdictional and administrative regulations; and (iii) claims of consumer protection law or related legislative acts.
10. In case of a third party claiming that the App, its possession thereof or its usage violates intellectual property of a third party, Apple is not responsible for the investigation, defence, settlement or fulfilment of such a claim regarding the violation of intellectual property.
11. Use of the App is not permitted if you (i) reside in a country, that is subject to an embargo by the U.S. government or which is regarded as a country that supports terrorism by the U.S. government; or (ii) are listed as a blocked or restricted person by the U.S. government.

12. Any questions, complaints or claims in relation to the App should be raised with us. Our contact information is provided at "Contact" above.
13. Apple and its subsidiaries are third-party beneficiaries of these terms of use and by accepting these terms of use, Apple has the right to enforce this contract as a third-party beneficiary of the contract against you; this right shall be deemed to be accepted by Apple.

Special Terms of Use for Users who download the App from Google's Google Play Store

The following conditions apply in addition to the Terms if you download the App via the Google Play Store by Google Inc. ("**Google**"):

14. You accept that these terms of use are only effective between you and us, not with Google.
15. Your use of the Android App must meet the current terms of use of Google Play.
16. Google is only the provider of Google Play where you downloaded our Android App. Only we, and not Google, are solely responsible for the Android App, services and content, which are accessible via these. Google has neither an obligation nor a liability regarding the Android App or this agreement.
17. You acknowledge that Google is a third-party beneficiary of these terms of usage, as far as a connection to our Android App is established.