



## **TERMS OF SERVICE and PRIVACY POLICY**

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PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY CLICKING “ACCEPT” OR ACCESSING THE COALA SERVICE, YOU AGREE TO BE BOUND BY THE TERMS OF SERVICE. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS OF SERVICE, 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 SERVICE.

### **1. TERMS OF USE OF THE COALA SERVICE**

These Terms and Conditions (“Terms”) apply to the Coala Heart Monitor, Coala Heart Monitor Pro, the Coala App application (“Coala App”), [www.coalalife.com](http://www.coalalife.com) (“Website”) and the digital services offered on the Website, including the cloud based Coala Care Portal and related analytics, collectively referred to as “Coala service”. Please read the Terms carefully. By using the Coala 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 system.

#### **Information about us**

Coala Life Inc (“Coala Life”/ “We”). E-mail: [info@coalalife.com](mailto:info@coalalife.com)

#### **1. General**

The Coala Heart Monitor is intended for use by licensed medical professionals or patients to record, store and transfer single-channel electrocardiogram (ECG) rhythms and heart sound.

The Coala Heart Monitor also displays ECG rhythms and detects the presence of normal sinus rhythm and atrial fibrillation (when prescribed or used under the care of a physician). The Coala Heart Monitor is intended for use by healthcare professionals and individuals with known or suspected heart conditions. The Coala Heart Monitor has not been tested and it is not intended for pediatric use. Rx ONLY.

**THE RESULTS SHOWN IN THE COALA APP ARE INTENDED FOR USE AS AN INDICATOR OF YOUR HEALTH CONDITION AND THE INFORMATION SHOULD ONLY BE DISCLOSED AS INFORMATIVE. COALA LIFE EXPRESSLY DISCLAIMS ALL LIABILITY FOR ERRORS AND INJURIES TO COALA HEART MONITOR AND COALA APP AND MAKES NO WARRANTIES (EXPRESS OR IMPLIED) REGARDING THE HEALTH INFORMATION. IN THE LEAST DOUBT ABOUT YOUR HEALTH, COALA LIFE RECOMMENDS THAT YOU ALWAYS CONTACT YOUR DOCTOR OR CALL 911 IN CASE OF EMERGENCY.**

**NOTE THAT COALA LIFE IS NOT RESPONSIBLE NOR CAN BE HELD LIABLE FOR THE ADVICE GIVEN BY ANY EXTERNAL HEALTHCARE PROVIDER IN THE CONTEXT OF THE COALA SERVICE. THE REFERRING OR PRESCRIBING HEALTHCARE PROFESSIONALS ARE SUBJECT TO APPLICABLE HEALTHCARE LAWS AND REGULATIONS IN THE REGION OF PURCHASE.**

## **Personal data**

Coala Life addresses the personal data provided by the Coala service for the purpose of managing the data, providing services and fulfilling its obligations towards the user, and, after special consent, for research purposes. The personal data that Coala Life handles includes name, e-mail address, date of birth, heart data, such as ECG and heart sound, and other personal information provided to Coala Life in connection with the registration of an account.

Coala Life processes personal information in accordance with Coala Life's Privacy Policy. However, processing of a user's personal data can only be done with the help of the user. The healthcare provider therefore agrees that for each user who is to use the Coala system and registering for its use, consents that his/her personal data will be processed in accordance with Coala Life's privacy policy. Such consent shall be obtained before the user has started using the product. For the care provider's collection of the user's consent, a consent form must be used. The healthcare provider undertakes to ensure that the user is taking part in the privacy policy.

## **Coala Atlas**

When you activate the Coala App, you will receive information about the Coala Atlas. You will be offered the opportunity to have your personal information and / or the cardiac data generated by the Coala Heart Monitor and Coala Heart Monitor Pro transferred to Coala Atlas. This is completely optional, and you can choose to transfer both anonymous or non-anonymous personal data. You acknowledge that your heart data is forwarded to Coala Atlas through the settings in Coala App.

You always have the option to enter, opt-out and change the settings in the Coala App so that transfer of future personal data will not be transferred to Coala Atlas. Read more about the meaning of Coala Atlas in our Privacy Policy.

## **Product Warranty**

Coala Life guarantees that Heart Monitor Coala works for a period of one year. The warranty is valid provided that Coala Heart Monitor has been used in accordance with Coala Life's instructions for use. If failure occurs during the warranty period, you must notify Coala Life within two weeks of the failure to claim warranty. After receiving the message, Coala Life will inform you, after Coala Life's assessment, whether the product will be replaced with new or repaired.

## **Complaints**

If the Coala Heart Monitor service is not working as per its intended use, you can file a complaint within a reasonable time and get instructions on how to return it. The complaint is made by filling in the complaint form available on the Website. Further contact details for Coala Life are listed above. Refund for incorrect Coala Heart Monitor is in accordance with our Refund Policy below.

## **Return Policy**

If you purchased the Product directly from Coala Life, then you may return the unopened and unused Product within 30 days of receiving it. In order for a refund under this Returns Policy to be granted, you must request a Return Merchandise Authorization (RMA) number from Coala Life during the 30-day period following the date you received the Product. You may request an RMA number by submitting a request at Coala Life Customer

Support. The Product must be received by Coala Life within 3 weeks from the date on which the RMA was issued in order for you to receive a refund.

If the Product is returned to Coala Life in accordance with this Returns Policy, Coala Life will credit the account you used to make the original purchase with the full purchase price you paid for the Product and any applicable taxes minus any shipping and handling charges you paid when you purchased the Product. You are responsible for and must prepay all return shipping charges and you assume all risk of loss or damage to the Product while in transit back to Coala Life.

The time to credit your account may vary, depending on processing time. Please allow up to seven business days for Coala Life to credit the account used to make the original purchase. If you received a damaged Product directly from Coala Life, please contact Coala Life Customer Support.

If you purchased the Product from a Coala Life authorized retailer or distributor, please contact that retailer or distributor. You must follow the return policy of that authorized retailer or distributor.

### **Responsibility**

Our responsibility for the Coala 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 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](mailto: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.

### **Immaterial rights**

We own all intellectual property rights to the Website, The Coala system and all material posted on the Website. These works are protected by copyrights, patents and all such rights are reserved. You may, for personal use, print a copy and download extracts of pages on the Website. However, you may not use any portion of our copyrighted material for commercial purposes without first obtaining a license from us or our licensor. Through the Coala service you give us an irrevocable right to quote the comments about us, the Coala service, the Coala App application or the Coala Heart Monitor that you submit on Website, Blog or Social Media, and use the quotes on our website, on social media and in other marketing.

### **Additions and changes**

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

### **Transfer of rights and obligations**

You may not transfer your rights or obligations under the Coala service without our prior written consent. However, we may transfer our rights and obligations regarding your Coala 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.

### **Subcontractors.**

You hereby consent to Coala Life's engagement of third parties (including Coala Life's affiliates) to perform, or support the performance of, all or any portion of the Coala service or the Coala website.

### **Prohibited Conduct.**

By using the Coala service you agree not to:

- use or access the Coala 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 service to third parties without Coala Life's permission;
- interfere with security-related features of the Coala 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 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 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 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 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 service or part thereof, or use, copy or reproduce the Coala 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.**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.

## **PRIVACY POLICY**

### **General**

This Privacy Policy ("Privacy Policy") describes how Coala Life Inc ("Coala Life", "we", "our" and "us"), treats your personal data. We are the controller and responsible for processing of your personal data.

Coala Life protects your personal privacy and always strives to protect your personal data in the best possible way. It is Coala Life's goal to comply with all applicable laws and data protection rules. This Privacy Policy will help you to understand what kind of information Coala Life collects about you and how it is used.

Occasionally, we may need to update or change the Privacy Policy. If so, we will inform you in an appropriate manner and ask you to take note of the changes made. The latest version of the Privacy Policy is always available on our website, [www.coalalife.com](http://www.coalalife.com).

We hope that this Privacy Policy will answer your questions regarding our processing and the protection of your personal data. If you have any further questions or concerns, please feel free to contact us at the above address or by e-mail us at [info@coalalife.com](mailto:info@coalalife.com), or contact the Data Protection Officer at [dpo@coalalife.com](mailto:dpo@coalalife.com).

### **1. How do we process your personal data?**

#### **1.1. How we collect your information**

We collect your information directly from you when you subscribe, make orders with us, create an account to use our app or Coala Care Portal, use your Coala Heart Monitor or otherwise use our services ("Services"). We can also collect your personal data from your healthcare provider if your healthcare provider is a customer of us and you start using the Services.

#### **1.2. Purpose of treatment, legal basis and storage period**

Your information will not be used in a manner that is inconsistent with the purposes for which the information was collected. We process your information for the purposes listed below.

##### **1.2.1. Provide you with your user account**

In order to provide you with our Services, you need to create a user account. In order to do this, we need your name, personal ID and your address and other contact details as your e-mail address. Furthermore, we use your information to ensure your identity.

The legal basis for personal data processing for this purpose is that it is necessary for us to fulfill our obligations under our agreement with you as a user.

##### **1.2.2. Provide our products**

We use your personal data to handle orders that you make from us. We use your information to ensure your identity, manage payments, deliver products to you, handle returns and complaints, and otherwise communicate with you regarding your order.

The legal basis for personal data processing for this purpose is that it is necessary for us to fulfill our obligations under our agreement with you.

##### **1.2.3. Provide our Services**

We also use your personal data to provide you with our Services. When using the Coala Heart Monitor, we record, digitize and store information such as your heart sound and your ECG. Our application Coala App uses this information to guide you and view and analyze your results as well as store your personal journal. In the Coala App, you can also store information about your health such as length, weight, blood pressure, what medicines are taken regularly, if you smoke or have a pacemaker/implanted device.

The legal basis for personal data processing for this purpose is that it is necessary for us to fulfill our obligations under our agreement with you.

#### **1.2.4. Carry out research**

We use your personal data in the form of your heart history, also for research purposes in our database Coala Atlas. It is a global database that enables cross-border research and aims to provide researchers with a better basis for developing drugs, products and methods to win the battle against the world's heart disease. We use your cardiac information only after you specifically consent to this and your information will then be collected to our global database Coala Atlas. You choose whether you want the data to be anonymized and used in the research in unidentified form or if they are identifiable.

The legal basis for personal data processing for this purpose is your consent, which is made by the Coala App.

#### **1.2.5. Communicate with you**

We use your personal data to communicate with you regarding our Services, including direct marketing and newsletter subscriptions, and provide you with information about important events with us. Direct marketing refers to all types of outreach marketing measures, such as mail, e-mail and text messages. You are free to oppose the use of your information for such purposes, and any mailing from us for marketing purposes includes the possibility of unsubscribing, i.e.. opt-out. We store your personal data for this purpose as long as you subscribe to our marketing outlets, are or have been an active customer, or until you unsubscribe from such mailings.

The legal basis for personal data processing for this purpose is your consent if you have registered for newsletters on our website. If you are a customer of us, the legal basis for personal data processing for this purpose is that it is necessary to fulfill our and your legitimate interest in being able to market our products and services to you under our contractual relationship.

#### **1.2.6. Provide support**

We also use your personal data to help you if you contact us in support matters, such as if you have questions about our products or services. We use your personal data to identify you, communicate with you, and investigate any complaints or support matters. We process your personal data to provide support for at least 12 months after you have terminated your agreement with us.

The legal basis for personal data processing for this purpose is that it is necessary to fulfill our and your legitimate interest in providing support.

#### **1.2.7. Improve our Services**

We will process your information to obtain statistics on how you use our Services. This can be done by perform user satisfaction and market research or by analyzing your use of the Services. When we use your information to improve our Services, we use your data in an aggregated form (i.e. studying overall user patterns using unidentified data) to the extent possible. We also use your data to make the Services more user-friendly, such as to troubleshoot, fix bugs, change the interface so that you can easily access the information you are looking for or highlight features in our Services that are commonly used by our users. We process your personal data to improve our Services for 12 months from the collection of the data.

The legal basis for personal data processing for this purpose is that it is necessary to fulfill our legitimate interest in continuously improving the Services.

#### **1.2.8. Prevent abuse**

Your information can also be used to prevent abuse of our services or to prevent or investigate violations of our services. Misuse refers to fraud, junk mail, harassment, attempted illegal login to user accounts and other actions prohibited by our terms or by law.

The legal basis for personal data processing for this purpose is that it is necessary for our legitimate interest in preventing our services from being abused or preventing and investigating violations against us.

#### **1.2.9. Completing legal obligations**

We may also process your information in order to fulfill our legal obligations under laws, judgments or government decisions. The requirements may include requirements for accounting, product liability and money laundering legislation.

The legal basis for personal data processing for this purpose is that it is necessary for us to fulfill our legal obligations.

#### **1.2.10. Storage period**

By registering as a user, we will keep your data as long as you are a registered user of Coala Life and to the extent necessary for a certain period of time thereafter, for example, for the payment and fulfillment of our commitments. You can unsubscribe at any time as a user.

Unless otherwise stated above, we will store your information for at least twelve months after your agreement has been terminated. This is what we do for you to have access to your heart data.

If you do not want your data stored for the specified time period, you can request that your data to be deleted as soon as our relationship has been terminated by emailing us at [info@coalalife.com](mailto:info@coalalife.com).

#### **1.3. How we share your tasks**

We will not share your information with any third party except as described below.

- a. Other external healthcare providers: If you wish, you can share your data with external healthcare providers by giving them access to your Coala journal via Coala Care Portal. In order for external healthcare providers to be able to share your Coala journal, you need to give your approval in the Coala app.
- b. Our Suppliers: We may use third parties to handle one or more aspects of the business, including processing or handling of personal data. We may share personal data with these third parties to provide services on our behalf, such as sending market communications to you, storing our data, and other IT services. When we use suppliers according to this paragraph, we establish personal data assistant agreements and take other appropriate steps to ensure that your personal data is processed in a manner that complies with this Privacy Policy.
- c. Sale or Transfer: We may transfer or transmit your personal data to a Buyer or Potential Buyer upon the sale, transfer or other transmit of all or part of our business or assets. Upon such transfer, we will take reasonable steps to ensure that the receiving party processes your information in a manner that complies with this Privacy Policy.
- d. We can also share your personal data to e.g. police, tax authorities or other authorities when we are required to do so by law.

#### **2. How we protect your information**

We take appropriate safeguards and enforce security standards to protect your personal data from unauthorized access, unauthorized disclosure and addiction. We always encrypt your personal data and we cannot access your cardiac data such as measurements and results without your consent. We store your personal data on files available only to our employees, our agents and our service providers who need the information for their service. We use technical tools such as firewalls and passwords, and we ensure that our employees are educated in the importance of maintaining security and confidentiality in relation to the personal data we process.

#### **3. Where do we processing your personal data**

We guarantee an adequate level of protection for our Services by processing your personal data within the US. Other third-party IT systems, such as website and support tools, guarantee that your personal data is only processed in countries with adequate protection levels according to the European Commission.

#### **4. Your rights**

This section describes the rights you have as registered. You can always make these rights by contacting us at [info@coalalife.com](mailto:info@coalalife.com)

**4.1. Right of access**

If you want information about what personal data we processing about you, you can request access to the information. The information will then be provided in the form of a registry extract which specifies the personal data we process, the purposes for which we handle them, where the information has been obtained, the third parties to whom the data has been transferred and how long the data will be stored.

**4.2. Right to rectification**

You are entitled to have incorrect information about you rectified without delay. You are also entitled to complete incomplete information.

**4.3. Right to erasure**

You may, in certain circumstances, delete your personal data if our personal data are no longer necessary for meeting the purposes for which they were collected or processed if you have objected to the processing of personal data and we do not have a legitimate interest as weighs heavier than your interest, whether your personal data have been processed illegally or if your personal data has to be deleted to comply with a legal obligation. However, in some cases, we are entitled to oppose the deletion of your personal data and we will inform you if applicable.

**4.4. Right to restriction of processing**

You are entitled to require restriction of processing of your personal data in some cases if you contest the accuracy of the personal data during the time it takes for us to check if the information is correct, if the processing is illegal and you oppose the deletion of the data and request instead a restriction, if we no longer need personal data but you need them to determine, enforce or defend legal claims or if you have objected to a treatment based on our legitimate interest during the time we check if our interest weighs heavier than your interests.

**4.5. Right to object**

You are entitled to object to the processing of your personal data, which is based on our legitimate interest. If so, in order to continue the processing, we must be able to show compelling legitimate reasons that weigh heavier than your interests, rights and freedoms.

**4.6. Right to data portability**

If we process your personal data on the basis of an agreement with you or your consent, you are entitled to obtain the personal data you have provided to us that concerns you in an electronic format that is widely used when technically possible and this can be done by automated route. You may transfer such data to other personal data controller (data portability) where applicable.

**4.7. Right to lodge a complaint**

The Swedish Data Protection Authority is the authority that is responsible for monitoring the application of legislation among companies that process personal data. If you believe that we are processing your personal data incorrectly, you may, in addition to contacting us, file a complaint with the Swedish Data Protection Authority.

**5. Legal notice and credits**

“Made for iPhone” mean that an electronic accessory has been designed to connect specifically to iPhone and has been certified by the developer to meet Apple performance standards. Apple is not responsible for the operation of this device or its compliance with safety and regulatory standards. Please note that the use of this accessory with iPhone may affect wireless performance. iPhone is a trademark of Apple Inc., registered in the U.S. and other countries.

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