

TERMS OF USE for MICROLIFE CONNECTED HEALTH+

MICROLIFE CONNECTED HEALTH+ is a mobile application developed and owned by Microlife Corporation (“Microlife” or “we”) for health management purpose. It enables you to record and store the measurement data generated by Microlife’s blood pressure monitors, thermometers, body weight and composition scales, and pulseoximeter, and to transmit the measurement data to the on-line server used by Microlife and also to view, analyze and manage data on your mobile device. This App requests permission to enable Bluetooth communication with Microlife devices.

Agreement to Terms of Use

This Terms of Use for MICROLIFE CONNECTED HEALTH+ (TERMS OF USE) is a legal agreement between you (End-user or you) and MICROLIFE Corporation, for the use of the MICROLIFE CONNECTED HEALTH+ Mobile Application (“App”), MICROLIFE CONNECTED HEALTH+ Cloud Service (“Service”) and MICROLIFE CONNECTED HEALTH+ Portal Web Site (“Portal”). The App, the Service and the Portal are collectively called “MICROLIFE CONNECTED HEALTH+”.

The Privacy Policy of Microlife (<https://www.microlife.com/privacy-policy>) also constitutes an integral part of these TERMS OF USE.

We license use of MICROLIFE CONNECTED HEALTH+ to you on the basis of this TERMS OF USE and subject to any rules or policies applied by any app store provider, such as but not limited to the Apple App Store or the Google Play Store (Third Party Rules). To the extent of any inconsistency between the terms of this TERMS OF USE and the Third Party Rules, the terms of this TERMS OF USE shall prevail. We do not sell MICROLIFE CONNECTED HEALTH+ to you and remain the owners of MICROLIFE CONNECTED HEALTH+ at all times.

It is important that you read and understand this TERMS OF USE before clicking “I Agree” button. By clicking the "I Agree" button below YOU AGREE to the TERMS OF USE which will legally bind you. The TERMS OF USE include, in particular, a disclaimer clarifying that MICROLIFE CONNECTED HEALTH+ do not provide medical advice and limitations of liability. In addition, by clicking the “I Agree” button below and/or by using MICROLIFE CONNECTED HEALTH+, you represent and warrant that you have the requisite capacity and competence to enter into and perform your obligations and the terms of/under this TERMS OF USE. However, if

you are a minor according to applicable law in your country, you must not register yourself on and use MICROLIFE CONNECTED HEALTH+.

If you do NOT AGREE to the terms of this TERMS OF USE, we will not license use of MICROLIFE CONNECTED HEALTH+ to you and you should stop the process to start using it now by clicking on the "Do not agree" button below. In this case the process will terminate.

Acknowledgements

You acknowledge that

- This TERMS OF USE applies to use of MICROLIFE CONNECTED HEALTH+, including any updates or supplements thereto, unless such updates or supplements come with separate terms, in which case those terms apply.
- We may change the terms of this TERMS OF USE at any time by notifying you of a change when you next start or use MICROLIFE CONNECTED HEALTH+. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of MICROLIFE CONNECTED HEALTH+.
- From time to time updates to MICROLIFE CONNECTED HEALTH+ may be issued through the app store provider. Depending on the update, you may not be able to use MICROLIFE CONNECTED HEALTH+ until you have downloaded or streamed the latest version of MICROLIFE CONNECTED HEALTH+ and accepted any new terms. However, even if MICROLIFE CONNECTED HEALTH+ is outdated, we are under no obligation to update MICROLIFE CONNECTED HEALTH+.

Intellectual Property of MICROLIFE CONNECTED HEALTH+

You acknowledge that

- all intellectual property rights in and to MICROLIFE CONNECTED HEALTH+ belong to Microlife or Microlife's licensors and are protected under relevant ownership, copyright, trademark, patent or other laws.
- Unless expressly authorized under this TERMS OF USE, you may not reproduce, copy, edit, duplicate, modify, adapt, publish, transmit, distribute, license, sublicense, lease, loan or in any manner use MICROLIFE CONNECTED HEALTH+ and any content of MICROLIFE CONNECTED HEALTH+, including but not limited to articles, text, graphics, logos, images, artworks, trademarks, music, sounds and computer codes. Unless expressly authorized under this TERMS OF USE, you have no rights and should not claim any benefit or interest in connection with MICROLIFE CONNECTED HEALTH+.

- the license granted to you is a personal, revocable and limited license to use MICROLIFE CONNECTED HEALTH+ in accordance with these Terms of Use.
- In the event that you make an infringement of Microlife's intellectual property right, you shall undertake all legal liabilities and Microlife may terminate the license and reserves the right to take further legal action(s) against such infringement at any time.
- You agree to share that all your feedbacks regarding MICROLIFE CONNECTED HEALTH+ such as questions, comments, experiences, ideas, suggestions and solutions shall be deemed as non-confidential and non-proprietary. Microlife can freely use such feedbacks for within purpose of developing, improving, producing or promoting Microlife's products and services. Microlife has the right to develop any intellectual properties base upon such feedbacks at its sole discretion without any charge or further consent from you.

Your Use of MICROLIFE CONNECTED HEALTH+

Any users who would like to use MICROLIFE CONNECTED HEALTH+ should comply with applicable laws and regulations, and shall **not conduct** the following actions:

- (1) to use MICROLIFE CONNECTED HEALTH+ for any commercial, business or reselling purposes. We only supply MICROLIFE CONNECTED HEALTH+ for domestic and private use.
- (2) to use MICROLIFE CONNECTED HEALTH+ for any purpose that is illegal or improper or is prohibited by these Terms of Use or by applicable laws.
- (3) to copy MICROLIFE CONNECTED HEALTH+.
- (4) to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the MICROLIFE CONNECTED HEALTH+.
- (5) to make alterations to, or modifications of the whole or any part of MICROLIFE CONNECTED HEALTH+, or permit MICROLIFE CONNECTED HEALTH+ or any part of it to be combined with, or become incorporated in, any other programs.
- (6) to collect or harvest any information or data from our systems or attempt to decipher any transmissions to or from the servers.
- (7) to use MICROLIFE CONNECTED HEALTH+ in any manner which could damage, disable, overburden, or impair MICROLIFE CONNECTED HEALTH+ and servers of MICROLIFE CONNECTED HEALTH+ or interfere with any third party's downloading, installation or use of the MICROLIFE CONNECTED HEALTH+.

- (8) to obtain or attempt to obtain any materials, data or information through any means not intentionally made available or provided through MICROLIFE CONNECTED HEALTH+.
- (9) to attempt to gain unauthorized access to any portion of MICROLIFE CONNECTED HEALTH+, servers for MICROLIFE CONNECTED HEALTH+ or any systems or networks connected to MICROLIFE CONNECTED HEALTH+ by hacking or any other illegitimate means.
- (10) to or attempt to disassemble, decompile, reverse engineer, reverse compile or create derivative works based on any portion of MICROLIFE CONNECTED HEALTH+.
- (11) to infringe the legal rights (including not limited to intellectual property rights) of other parties in relation to your use of MICROLIFE CONNECTED HEALTH+ .
- (12) transmit the information that is illegal under applicable domestic or international laws.

You shall comply with this TERMS OF USE and all applicable laws and regulations. We reserves the right to verify the validity of your qualification at any time.

We may adjust, modify, update or upgrade MICROLIFE CONNECTED HEALTH+ and related services at any time. You shall always use the latest version of MICROLIFE CONNECTED HEALTH+ and related services provided by Microlife and available to you.

Personal Information

You understand that by using the MICROLIFE CONNECTED HEALTH+, we may process your personal information. All such personal information will be processed in accordance with our **Privacy Policy in (<https://www.microlife.com/privacy-policy>)**.

Accounts, Passwords and Security

To access certain services of MICROLIFE CONNECTED HEALTH+, you may be required to set up a user name and password, You will be responsible for the confidentiality of your password and user name of your account.

If we find that the account or password of MICROLIFE CONNECTED HEALTH+ Account has been misappropriated, we may immediately suspend or terminate the account's password, account or its use of MICROLIFE CONNECTED HEALTH+, or remove related information related to such account.

User Provided Content

You hereby provide your express written consent to Microlife and , its affiliates, and data processor appointed by Microlife, such consent containing a worldwide, non-exclusive, non-revocable, royalty-free, right to collec, access and analyze parts or pall of the information provided by you in course of using MICROLIFE CONNECTED HEALTH+.

You need to ensure that you have the right to upload, transmit, input or provide the information to MICROLIFE CONNECTED HEALTH+ and the right to grant MICROLIFE CONNECTED HEALTH+ the above mentioned rights.

Your may terminate your consent any time by writing to the following contact window:

Name: Microlife Support

Email: serviceconnectedhealth@microlife.com.tw.

Updated Version

We use commercially reasonable efforts to maintain MICROLIFE CONNECTED HEALTH+ and related services. However, the MICROLIFE CONNECTED HEALTH+ and related services may be unavailable due to technical issues or any other reasons. We do not assume any responsibility or liability for the unavailability, interruption or delay or failure in performance of MICROLIFE CONNECTED HEALTH+ and related services. You understand, acknowledge and agree that Microlife may at its sole discretion cease or terminate the provision of or the support for any part or the whole of the services of MICROLIFE CONNECTED HEALTH+.

Declaration

MICROLIFE CONNECTED HEALTH+ is not intended to be used for the detection, diagnosis, prevention, monitoring, alleviation, medical treatment or medical care of any diseases, conditions or syndromes. Any data or information received from MICROLIFE CONNECTED HEALTH+ is for your reference only and should not be treated as or replace any medical advice. You should always seek consultation from your doctor or other healthcare professionals if you have any question and before taking any actions relating to your health conditions.

No Warranty

Unless otherwise required by applicable laws, there is no representation, warranty or

guarantee of any kind for MICROLIFE CONNECTED HEALTH+. Microlife does not represent, warrant or guarantee that any information, data, service or feature contained in or made available through MICROLIFE CONNECTED HEALTH+ is accurate, complete, reliable, proper, current, error-free or virus-free. To the full extent permitted by applicable laws, Microlife disclaims all representations, warranties and guarantees and will not be liable for any damages, losses, costs and expenses of any kind arising from your downloading, installation and use of MICROLIFE CONNECTED HEALTH+. You assume all risks and are responsible for your downloading, installation and use of MICROLIFE CONNECTED HEALTH+.

Disclaimers

All information provided by us or generated in MICROLIFE CONNECTED HEALTH+ is on "as it is" conditions, and despite having verified the contents showed in MICROLIFE CONNECTED HEALTH+, Microlife does not guarantee the effectiveness, suitability, accountability and/or non-potential infringement of right(s) or otherwise of the contents. Furthermore, Microlife disclaims liability for any direct, indirect, incidental, consequential or special losses or damages due to the following circumstances:

- (1) Utilization of any information and services provided by MICROLIFE CONNECTED HEALTH+;
- (2) Interruption or unavailability of any information or service of MICROLIFE CONNECTED HEALTH+;
- (3) Due to the error or inaccurate information or any technical error resulting from any equipment or program utilized by you or MICROLIFE CONNECTED HEALTH+;
- (4) Unauthorized revision of MICROLIFE CONNECTED HEALTH+ by a third party.

Additionally, in no event shall Microlife assume any responsibility for any loss or damages due to missing or inaccurate web content, spelling errors, miscalculations or delays or deferrals in updating information or the like.

Microlife reserves the right to do any of the following, at any time, without notice:

- (1) to modify, suspend or terminate operation of or access to MICROLIFE CONNECTED HEALTH+, or any portion of MICROLIFE CONNECTED HEALTH+, for any reason;

- (2) to modify or change MICROLIFE CONNECTED HEALTH+, or any portion of MICROLIFE CONNECTED HEALTH+, and any applicable policies or terms; and
- (3) to interrupt the operation of MICROLIFE CONNECTED HEALTH+, or any portion of MICROLIFE CONNECTED HEALTH+, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

Limitation of Liability

Except where prohibited by law, in no event will Microlife be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if Microlife has been advised of the possibility of such damages.

We will have no liability for errors, unreliable operation, or other issues resulting from use of MICROLIFE CONNECTED HEALTH+ on or in connection with rooted or jail broken device 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 Device"). Use of MICROLIFE CONNECTED HEALTH+ on and through Modified Device will be at your sole and exclusive risk and liability.

Exclusion of Liability

To the maximum extent permitted by law, we exclude all liability for any loss or damage that may arise as a result of or in connection with:

- the termination, suspension or discontinuation of MICROLIFE CONNECTED HEALTH+ by us in accordance with this TERMS OF USE.
- unable to access or use all or part of the server-stored data due to the communication condition of your device, due to any bugs contained in MICROLIFE CONNECTED HEALTH+, or due to any other cause
- the loss of Personal Information that may arise as a result of your use behavior of MICROLIFE CONNECTED HEALTH+. We may reproduce server-stored data at our own discretion to the extent necessary and possible for the maintenance or, improvement of MICROLIFE CONNECTED HEALTH+ .
- deletion of all or part of the server-stored data in accordance with the TERMS OF USE.

- malfunction or any other problems associated with your device, or the use of any other third party services not operated by us.

Termination, Suspension and Discontinuation

We may terminate the license herein and this TERMS OF USE immediately and without incurring any liability by written notice to you:

- if you commit a material or persistent breach of this TERMS OF USE.
- If we decide in our sole discretion to no longer support and discontinue MICROLIFE CONNECTED HEALTH+ indefinitely.

We may suspend or discontinue all or part of the Service if we deem that any of the following events has occurred:

- if we become unable to provide MICROLIFE CONNECTED HEALTH+ due to any failure of telecommunication equipment, any act of God, incident or other emergency or any other force majeure event
- if it is necessary to conduct maintenance, repair, construction work or other analogous event with respect to the servers or to any other equipments in connection with the provision of MICROLIFE CONNECTED HEALTH+.
- if it is necessary to suspend the provision of all or part of MICROLIFE CONNECTED HEALTH+ for operational, security or technical reasons.

On termination for any reason:

- all rights granted to you under this TERMS OF USE shall cease.
- you must immediately cease all activities authorized by this TERMS OF USE, including your use of MICROLIFE CONNECTED HEALTH+.
- you must immediately delete or remove the App from all devices, and immediately destroy all copies of the App then in your possession, custody or control and certify to us that you have done so

Governing Law: Dispute Resolution

Any conflict or disputes arising from the use of any MICROLIFE CONNECTED HEALTH+ are governed by the laws of Republic of China, without regard to the conflict of laws. In the event where the dispute cannot be initially resolved through

alternative dispute resolution procedures, the Taipei District Court (Republic of China) will be the court of initial hearing.

Others

In the event of any violation of the Terms of Use by you and causing damages to Microlife, we reserves right to claim compensation against you.

If you have any concerns, questions, comments and requests about these Terms of Use, please contact us through email to: serviceconnectedhealth@microlife.com.tw

You hereby confirm and acknowledge that by using MICROLIFE CONNECTED HEALTH+, you have carefully read, understand and agree to these Terms of Use.