#### **TERMS OF USE - PRIVACY POLICY**

These terms of use govern the relationship between you, the users of the Application, and the company " **KARABINIS MEDICAL SA-Manufacture –Sale of Technological Products and Providing Services** ", based in Peania Attica, on Lavriou Avenue, no. 151, with A.F.M.: 099052507 – D.O.Y.: FAE Athens- NO. GEMI 87183102000, tel. 2106645751. ("we", "us", "our" or "Company") regarding your use of the services of the HD Corner Application -web or mobile app (the "Application" or "Service" or " HD Corner "), and all information, text, graphics, software and services available for the use of the Application (the " Content").

These Terms constitute the legally binding agreement between you and the Company for the use of the Application. For this reason, PLEASE READ THE TERMS CAREFULLY BEFORE USING THE SERVICE.

The Company reserves the right to change or modify the applicable terms and conditions for the use of the Website and the Application at its own discretion and at any time, always taking into account the relevant conditions set forth by the current legislation.

#### DISCLAIMER

THE SERVICES AND THE CONTENT ARE PROVIDED "AS IS", WITHOUT WARRANTIES OF ANY KIND.

THE COMPANY DOES NOT PROVIDE MEDICAL ADVICE OF ANY KIND, REGARDING THE PREVENTION, DIAGNOSIS OR TREATMENT OF ANY DISEASE OR HEALTH CONDITION.

THE SERVICE IS NOT A REPLACEMENT FOR HEALTHCARE PROFESSIONALS BUT IS INTENDED ONLY AS A TOOL, WHICH MAY BE USEFUL IN ACHIEVING YOUR GOALS AND OVERALL HEALTH AND WELLNESS.

YOU ARE NOT ALLOWED TO USE THE SERVICE AS A SUBSTITUTE FOR MEDICAL ADVICE; IF YOU DO SO, IT MAY PUT YOUR HEALTH AT RISK. YOU ACKNOWLEDGE THAT YOU ASSUME FULL RESPONSIBILITY FOR YOUR HEALTH, LIFE AND WELL-BEING.

THE CONTENT PROVIDED THROUGH THE SERVICE, WHETHER PROVIDED BY US OR THIRD PARTIES (EVEN IF THEY ARE HEALTHCARE PROFESSIONALS), IS NOT INTENDED AND SHOULD NOT BE USED AS A SUBSTITUTE FOR VISIT, CALL OR CONSULT YOUR PHYSICIAN OR OTHER HEALTH PROFESSIONALS.

IF YOU HAVE ANY QUESTIONS REGARDING YOUR HEALTH, CALL OR VISIT YOUR PHYSICIAN OR OTHER HEALTHCARE PROFESSIONAL IMMEDIATELY. IF THERE IS AN EMERGENCY, CALL YOUR DOCTOR OR LOCAL EMERGENCY SERVICES IMMEDIATELY.

YOU ACKNOWLEDGE THAT YOUR NUTRITION AND EXERCISE ACTIVITIES INCLUDE A RISK OF PERSONAL INJURY OR DEATH AND THAT YOU ASSUME SUCH RISKS BEFORE USING THE SERVICE AND AGREE TO RELEASE AND RELEASE THE COMPANY FROM ANY CONSEQUENCES, KNOWN OR UNKNOWN, THAT MAY ARISE FROM THE USE OF THE SERVICE. THE COMPANY ASSUMES NO RESPONSIBILITY FOR ANY INACCURACIES REGARDING FOOD RECIPES, EXERCISE ADVICE OR OTHER CONTENT ON THE SERVICE. YOU SHOULD CAREFULLY READ ALL INFORMATION PROVIDED BY FOOD PRODUCT MANUFACTURERS, WHETHER ON THE INTERNET OR ON THE ACTUAL PRODUCT PACKAGING AND LABELS, INCLUDING NUTRIENT CONTENT INGREDIENTS BEFORE USING OR CONSUMING A PRODUCT. FOR ADDITIONAL INFORMATION ABOUT A FOOD PRODUCT, CONTACT THE MANUFACTURER DIRECTLY.

THE COMPANY ASSUMES NO RESPONSIBILITY FOR THE SUITABILITY OF THE SERVICE TO YOU AND THE LEVEL OF SUCCESS. RESULTS MAY VARY PER INDIVIDUAL. In particular, the Company does not provide and expressly disclaims any warranty that: (i) the Service will meet your requirements, (ii) the Service will be uninterrupted, timely, secure or error-free, (iii) the results that may arise from your use of the Service, including data, will be accurate or reliable, (iv) the quality of any data or services available on the Service will meet your expectations, and (v) any errors in the Service will be corrected. Any material obtained through the use of the Service is at your own discretion and responsibility, and you shall be solely responsible for any damage to a computer system or mobile device or loss of data resulting from the use of the Application and/or Service. You also agree to bear the risks of interruption of the Service for any technical reasons.

TESTIMONIALS AND EXAMPLES THAT MAY BE PROVIDED ON THE SERVICE MAY NOT APPLY TO ALL INDIVIDUALS AND RESULTS ARE NOT GUARANTEED. THERE IS NO GUARANTEE THAT EXAMPLES OF PAST EXERCISE AND NUTRITION RESULTS MAY HAVE FUTURE RESULTS. WE CANNOT GUARANTEE YOUR FUTURE RESULTS AND/OR SUCCESS NOR CAN WE GUARANTEE THAT YOU WILL MAINTAIN RESULTS IF YOU DO NOT CONTINUE TO FOLLOW OUR PROGRAMS.

THE SERVICE MAY NOT BE SUITABLE FOR ALL INDIVIDUALS. EACH PERSON'S HEALTH, EXERCISE AND NUTRITION RESULTS DEPEND ON THEIR HISTORY, DEDICATION, DESIRE AND MOTIVATION. AS WITH ANY HEALTH-RELATED PROGRAM OR SERVICE, YOUR RESULTS MAY VARY AND WILL BE BASED ON MANY VARIABLES, INCLUDING BUT NOT LIMITED TO INDIVIDUAL ABILITY, AND LEVEL OF CONSISTENCE. USE OF THE SERVICE SHOULD BE BASED ON YOUR OWN DUE DILIGENCE AND YOU AGREE THAT THE COMPANY IS NOT RESPONSIBLE FOR ANY SUCCESS OR FAILURE OF YOUR HEALTH AND PHYSICAL CONDITION.

IN ADDITION TO ALL OTHER LIMITATIONS AND DISCLAIMER IN THESE TERMS, THE COMPANY DISCLAIMS ANY LIABILITY FOR DAMAGES IN CONNECTION WITH THE CONTENT PROVIDED ON THE SERVICE. WE ENCOURAGE YOU TO CONSULT YOUR PHYSICIAN AND OTHER APPROPRIATE PROFESSIONALS REGARDING THE INFORMATION CONTAINED ON OR ACCESSED THROUGH THE SERVICE.

#### 1. Registration to the Service

Registration for HD Corner service is done by providing the following personal information: name, date of birth, gender and email address. In addition, you will be asked to create a password, which you will use together with your email from now on to connect to the service. You can change the password in the "Profile" Tab.

It is your sole responsibility to control the disclosure and use of your password and to allow, control and manage access to and use of your HD Corner account and password By using the Application Services you warrant that:

- You will not provide false information
- No more than one account will be created.
- If an account is suspended or deleted by the administrator, another one will not be created.

• You will not share the password with others and you will not give the access information to others.

- Your use of the Service will not violate any applicable law or regulation or these Terms.
- You are not under 18 years of age

The Company reserves the right to suspend or terminate your Profile or your access to the Service, with or without notice to you, if you violate these Terms. You are responsible for maintaining the confidentiality of your Profile login information and are fully responsible for all activities that occur under your Profile. You agree to notify the Company immediately of any unauthorized use or suspected unauthorized use of your Profile or any other breach of security. The Company cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

Upon logging into the service, you are prompted to choose between the basic profile and the premium profile. By choosing the basic profile you will be able to:

- Upload sugar readings either manually for the Microlife GlucoTeq and BIONIME GM550 & GM700s blood glucose meters

- Upload blood pressure readings either manually or via USB connection for Microlife blood pressure devices

- Upload HbA1c, Cholesterol, Triglyceride, HDL, Lpa & LDL readings manually
- Access to automated reports of your measurements

- You will also be able to set reminders (e.g. for taking medicine, measuring sugar, etc.)

By choosing the premium profile, in addition to the aforementioned, you will have access to all HD Corner modules, which are distinguished as follows:

- Upload blood sugar readings from any blood glucose meter via your mobile camera.

- Upload blood pressure readings from any blood pressure measuring device via your mobile camera.

- Ability to download the automated report of your measurements in excel or pdf.

- Access to the Hellenic Score II Fatal Cardiovascular Risk Calculation.

- Access to medication reminder service.

- Access to calorie calculator based on your profile, diet plans, food equivalents and the calorie intake and burn service

- Access to exercise videos and tips for running exercise programs based on your profile.

- Ability to store medical exam files (cloud).

- Ability to add a health professional (doctor or pharmacist), who will be able to review the content you upload and give you instructions and advice via chat. The premium option comes with a subscription (monthly or yearly) which you can pay via credit/debit card from the HD Corner web application.

In each profile option (basic or premium) you can optionally create your profile by entering your eating habits, information about your physical condition and health, so that we can offer you the most personalized content possible.

#### 2. Unsubscribe from the Service

The user can unsubscribe from the service by selecting the corresponding option on the profile tab. By choosing to unsubscribe, you agree that your profile will be deleted and all data you have entered will be destroyed in accordance with data protection law and legislation.

We reserve the right to restrict access to the Website or the Application and/or to delete an account, if we deem it necessary, such as:

• Someone other than the User uses their account, or

• The User has engaged in any activity or behavior that violates the law, these Terms, and our policies, or has engaged in activity or behavior that we consider in our sole discretion to be a misuse of our services.

#### 3. Use of Content

HD Corner Content includes photographs, images, graphics, video, audio, data, text, music, fitness, comments, software, author work of any kind and other information, content and other material published, produced, made available on or through Services (collectively "Content"). The Content, Services are protected by copyrights, trademarks and patents, . We reserve all rights not expressly mentioned in these Terms. You agree not to delete, alter or obscure any copyright, trademark, service mark or other proprietary notices incorporated or accompanying the Services. Our logos and any other HD Corner trademarks that may appear on the Services, and App Content, such as the general appearance of the Services, including page headings, graphics, images and text, may not be copied, imitated or used in any way, in whole or in part, without prior written authorization. Other trademarks, product and service names, and company names or logos mentioned on the Services consist property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the trademark owner that is respectively protected.

Please note that the use of the application and its content is solely at your own risk. The Company bears no responsibility for any delays, failures, interruptions, or damage to any data or information related to the application. Also, under no circumstances does the Company guarantee the absence of "viruses" or other harmful code, whether it is the application, or any other site or server through which you receive its content.

Without prejudice to these Terms, the Company grants you a non-transferable, non-exclusive license (with no right to sublicense) to (i) use the Service solely for your personal, non-commercial purposes, and (b) install and use the Application, solely in your portable handheld device (e.g. iPhone, Android, etc. as applicable) or personal computer and solely for personal, non-commercial purposes.

You agree, state and warrant that your use of the Service, or any part thereof, will be in accordance with the foregoing license, agreements and restrictions and will not infringe or violate the rights of any other party or violate any contract or legal obligation in any other parts. In addition, you agree that you will comply with all applicable laws and regulations relating to the Service or its use and will be solely responsible for your own individual violations of any such laws.

#### 4. Change of Information and Services

We may change all information provided on the Service (whether in free or paid features) at our sole discretion without notice. We may at any time modify or discontinue, temporarily or permanently, the Service (or any part thereof) in our sole discretion with or without notice. You agree that we will not be liable to you or any third party for any modification, suspension or discontinuance of the Service.

#### 5. Statements and Limitations of Use

By using the Service, you state and warrant that: (a) you have legal capacity and agree to comply with these Terms; (b) you are not under the age of 18; (c) you will not access the Service through automated or non-human means , whether by robot or script or otherwise. (d) you will not use the Service for any illegal or unauthorized purpose; (e) your use of the Service will not violate any applicable law or regulation;

If you provide any information that is untrue, inaccurate, not current or incomplete, we have the right to refuse any and all current or future use of the Service (or any part thereof).

You may not access or use the Service for any purpose other than that for which we provide the Service. The Service may not be used for commercial purposes unless specifically authorized by us.

The user of the Service agrees NOT to (a) systematically retrieve data or other content from the Service to create or compile, directly or indirectly, a collection, compilation, database or directory without our written permission; (b) do any unauthorized use of the Service. (c) make any modification, adaptation, enhancement, improvement, translation or derivative work from the Service; (d) use the Service for any monetization effort, commercial enterprise or other purpose for which it was not designed or intended; (e) make the Service available over a network or other environment that allows access or use by multiple devices or users; at the

same time; (f) use the Service to create a product, service or software that is, directly or indirectly, competitive with or in any way a substitute for the Service; (g) use any of our proprietary information or other intellectual property to design, develop, manufacture, license or distribute any applications, accessories or devices for use with the Service; (h) bypass, disable or otherwise interfere with security-related features of the Service; (i) engages in unauthorized framing or connection to the Service; (j) interferes with, disrupts, or creates an unreasonable burden on the Service or networks or services connected to the Service. (k) decrypt, decompile, disassemble or reverse engineer any software that includes or in any way forms part of the Service; (I) attempt to circumvent any measures of the Service intended to prevent or limit access to the Service or any part of the Service; (m) upload or distribute in any way files that contain viruses, worms, trojans, corrupted files or any other similar software or programs that may harm the operation of another's computer; (n) use, launch, develop or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper or offline reader that accesses the Service or uses or launches any unauthorized script or other software. (o) use the Service to send automated gueries to any website or to send unsolicited commercial e-mail; (p) disparage, tarnish or otherwise harm, in our opinion, us and/or the Service. (q) use the Service in a manner inconsistent with any applicable laws or regulations; or (r) violates these Terms in any way.

You are solely responsible for obtaining the equipment and telecommunications services necessary to access the Service, and for all charges associated therewith (such as computing devices and Internet Service Provider and airtime charges).

Your access to and use of the Service is at your own risk. The Company shall have no liability for any damage to your computer system, loss of data or other harm to you or any third party, including without limitation any personal injury, that may arise from your access to or use of the Service or rely on any information or advice.

#### 6. Subscription and Payment

Certain features of the Service are offered by subscription for a fee. You can purchase a subscription directly from the Company through the WEB platform of the Application. The purchase of the subscription through the WEB platform of the Application is made by electronic payment with payment services from third-party providers and payments by debit or credit card, according to the services available in the special field of the Application. Settlement of card payments is carried out according to the user's choice through the authorized services.

To the maximum extent permitted by applicable law, we may change our purchase fees at any time. We will give you reasonable notice of any such price changes by posting the new prices through the Application and/or sending you a notice by email or other conspicuous means. If you do not wish to pay the new fees, you may cancel the applicable subscription before the change takes effect and/or refrain from pre-paying for access to the Service.

You authorize us to charge the applicable fees to the payment card you submit. By signing up for certain subscriptions, you agree that your subscription may automatically renew. If you do not cancel your subscription, you authorize us to bill you for the duration of the renewal. The auto-renewal period will be the same as your original subscription period, unless otherwise notified in the Service.

We may offer a trial subscription period for the Service. The trial version gives you access to the Service for a period of time, with details specified when you sign up for the offer. Unless you cancel before the end of the free trial or unless otherwise specified, your access to the Service will continue and you will be charged the applicable fees for the Service. It is ultimately your responsibility to know when the free trial offer, your access to the Service during the free trial, or any of these terms without notice and without liability. We reserve the right to limit your ability to take advantage of multiple free trials. The Service and your rights to use it expire at the end of your subscription payment period. We reserve the right to disable or terminate your access to the Service (and may do so without notice) if the applicable subscription fee has not been paid.

You agree that payment of the subscription is final, that the Company will not refund any transaction after it has taken place, and that the subscription cannot be cancelled. When you make payment, you acknowledge and agree that all subscriptions are non-refundable or exchangeable. Notwithstanding anything to the contrary above, the Company will provide refunds and/or cancellations of subscriptions in cases and to the extent required by the mandatory provisions of applicable law. The Company may also provide refunds at its discretion and subject to our policies as may be published from time to time.

### 7. Withdrawal/Cancellation of Activated Subscriptions:

The user of the Services acknowledges, consents and confirms that he will lose the right of withdrawal/cancellation, once the contract for the purchase of the services of the Application is fully executed and he is informed that the subscription service of HD CORNER has been activated.

With the activation of the provision of subscription services, the right of withdrawal does not apply to the provision of services in accordance with what is provided for in articles 3e to 3a of Law 2251/1994 - Official Gazette 191/A/16-11-1994 on Consumer Protection, as amended with K.Y.A. Z1-891/2013 – Official Gazette 2144/B/30-8-2013 for distance and non-store contracts. Subscription services are subject to the exceptions of article 3I of the above law.

### 8. Personal Data.

HD Corner respects your privacy. To obtain information about our data protection policy, please consult the Privacy Policy listed below. By accessing or using the Services, you agree that HD Corner may collect and use the information you provide to us in accordance with the Privacy Policy.

### 9. Limitation of Liability

THE COMPANY AND THE ENTITIES INVOLVED IN CREATING, PRODUCING OR PROVIDING THE SERVICES SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, SERVICE INTERRUPTION, DAMAGE TO ELECTRONIC EQUIPMENT, OR SYSTEM FAILURE OR COSTS OF REPLACEMENT OF THE SERVICES ARISING OUT OF OR RELATED TO THE TERMS OR THE USE OR INABILITY TO USE THE SERVICES, BASED ON ANY WARRANTY, CONTRACT, TORT (INCLUDING THAT NEGLIGENCE), PRODUCT LIABILITY PROVISIONS OR THIRD PARTY ADVERTISING, OR ANY OTHER LEGAL PROVISION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE APP'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OR THE USE OR INABILITY TO USE THE SERVICES EXCEED THE VALUE OF THE SUBSCRIPTION PAID FOR. YOU HAVE PAID THE LAST TWELVE MONTHS.

### **10. News letters**

By accepting the terms of use of the Application and registering to the HD CORNER Services, newsletters can be sent to the user's e-mail address they have indicated during their registration. In the event that the user does not wish the sending of newsletters - news of HD CORNER in the future, they can immediately proceed to delete their e-mail address from the list of addresses receiving such messages, using the special deletion link (unsubscribe) that exists in each such newsletter (Law 3741/2006 no. 11 par. 3 and 4).

#### 11. Jurisdiction

These Terms of Use are governed by Greek law. The user expressly accepts that the Courts of Athens have the exclusive jurisdiction and competence for any dispute arising from the use of the Application. If any of the above conditions prove to be invalid, this does not affect the validity and force of the remaining conditions which remain in full force.

USE OF THE APPLICATION, SERVICES AND ITS CONTENT IS SUBJECT TO THE ABOVE TERMS OF USE. IF THE USER - VISITOR CONSIDERS THESE TERMS UNACCEPTABLE, PLEASE DO NOT DOWNLOAD THE APPLICATION OR USE ITS SERVICES.

Contact

If you wish to contact us regarding these Terms of Use or have any other question regarding the provision of the Services you may send an email to <u>info@hdcorner.com</u>.

Last update 08/01/2024

### **PRIVACY POLICY**

This Privacy Policy concerns the processing of your personal data when using the HDCORNER Application (hereinafter the "Application")

## 1. Controller – Contact details

" KARABINIS MEDICAL SA-Manufacture –Sale of Technological Products and Providing Services", based in Peania Attica, on Lavriou Avenue, no. 151, with A.F.M.: 099052507 – D.O.Y.: FAE Athens- LOT NO. 87183102000, tel. 2106645751 (hereinafter the "Company")

### 2. What personal data of mine is collected and how?

When you register in the Application (sign up) as a user, you provide the following personal data: :

- Name
- •Date of birth
- Gender
- •Contact info

When you register in the Application (sign up) as a health professional, you provide the following personal data:

- first and last name,
- specialty,
- •VAT NUMBER,
- address, number, zip code, area,
- contact phone number and email address

When using the services of the Application as a user you have the possibility to enter the following data:

• Health data (e.g. diabetes readings, blood pressure, diagnostic tests, etc.) that you enter into the platform if you wish

• Information regarding sports activities, eating habits

• The details of your credit card (number, name of the holder, security code) that you provide to us when paying for the service are not collected by the Application, but are provided directly to the authorized provider to which you are redirected during the payment process.

### 3. For what purposes is the processing carried out and what is its legal basis?

Your data is processed to provide you with access to HDCORNER services. The legal basis for this processing is the performance of a contract (a. 6 par. 2 b' GDPR).

For the health data you provide us, the legal basis is the performance of a contract and a. 9 par.1 para. h'

## 4. Who are the recipients of my personal data?

Access to your personal data is given to the platform provider acting as data processor as well as to the doctor or pharmacist or other healthcare professional to whom you choose to give access to your data. The healthcare professional will be able to see the data you enter on the platform, only if you yourself give him access.

# 5. How long is my data kept?

Your data will be strictly maintained for as long as you are registered with the service. If you are deleted from the service, your data will be deleted immediately. They will also be deleted if you submit a deletion request to us.

# 6. Cookies

The application does not use cookies when the user enters it, either through the mobile phone or through the web platform.

# 7. How is my data protected?

Your data is kept on an external server with all the necessary security measures. Especially for the health data you enter on the platform, these are subject to encryption and pseudonymization, therefore no recipient can associate them with your person, except for the health professional to whom you give access.

## 8. What are my rights?

As a data subject you have the following rights:

Right to information	You have the right to be informed about the collection, processing and storage of your personal data.
Right of access	You have the right to receive confirmation as to whether or not your data is being processed and, if this is the case, you have the right to access your data in a short, understandable, transparent and easily accessible form.
Right to rectification	You may request the rectification of inaccurate or incomplete personal data concerning you.
Right to erasure	You have the right to request the erasure of the data concerning you, if you consider that it is being held in an

	unlawful manner and the Company is obliged to proceed with the erasure unless there is a legal reason for its retention
Right to data portability	You have the right to receive the personal data concerning you and which you have provided to the Company in a commonly used and machine-readable format, as well as the right to request the transmission of said data to another data controller, under the conditions set by law

We will respond to your request without delay and in any case within one month of receiving it. This deadline is extended for another two months, if necessary, taking into account the complexity of the request and the number of requests. We will inform you of said extension within one month of receiving the request, as well as the reasons for the delay.

The company has the right in any case to refuse to comply with your request to limit the processing or delete your personal data, if this processing is necessary for the establishment, exercise or support of its legal rights or the fulfillment of its obligations.

## 10. How you can exercise your rights:

In order to exercise your above rights, you can contact the Data Protection Officer at the email address <u>dataprotection@karabinismedical.gr</u> or by phone at 210-6645751 or by post at the company address KARABINIS MEDICAL SA, Lavriou Ave. 151, 19005 Peania – Att: Data Protection Officer .

## **11.** Personal Data Protection Authority

You have the right to file a complaint with the Personal Data Protection Authority (www.dpa.gr), which is the competent supervisory authority for the protection of the fundamental rights and freedoms of natural persons against the processing of their personal data, if you consider that they are being violated your rights in any way.

Last update 08/01/2024