

Bi-LINK TERMS OF USE

Version 2.0 – January 2018

Who we are and what this agreement does

We, Omron Healthcare Europe B.V. (“OMRON”), license you to use Bi-LINK Services. “Bi-LINK Services” means services provided by OMRON for the Bi-LINK website, Bi-LINK gateway software (available for Microsoft Windows, Apple Mac OS X, Apple iOS and Google Android (the “Software”)) and the Bi-LINK personal user account as permitted in these terms.

Intended use

Bi-LINK Services allow you to upload and store your personal health data in an online hosted solution on the Internet.

Bi-LINK Services are provided AS IS and are not intended to give or replace any advice, including but not limited to medical advice, or to serve for diagnostic purposes on which reliance should be placed.

OMRON is not a medical care provider and does not provide medical advice. Bi-LINK Services are not intended to be relied upon in lieu of medical treatment or advice by a trained medical care provider.

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

Creating a Bi-LINK account

Before using Bi-LINK Services, you must create your personal Bi-LINK user account existing of a user name and password as part of our security procedures. You must treat such information as confidential, and you must not disclose it to any third party.

Necessary equipment

The use of Bi-LINK Services requires the use of a computer with adequate software or a supported mobile device with internet access. The maintenance and security settings of the equipment used by you for Bi-LINK Services may influence the performance of Bi-LINK Services.

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

Your privacy

We only use any personal data we collect through your use of Bi-LINK Services in the ways set out in the Privacy Statement which is included below.

The terms of the digital distribution platform from which you download the Software also apply

The ways in which you can use the Software may also be controlled by the terms of the digital distribution platform (e.g. Apple App Store and Google Play Store) from which you download the Software.

Support for Bi-LINK Services and how to inform us about problems

Support. If you want to learn more about Bi-LINK Services or have any problems using them please take a look at our FAQ at [<https://bi-link.omron.com/content/faq/en-US/FAQ.pdf>].

Contacting us (including with complaints). If you have any suggestions for improvement to Bi-LINK Services or encounter difficulties with the use of Bi-LINK Services or wish to contact us for any other reason, please contact the support service by sending an email to bi-link.support@eu.omron.com.

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

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

How you may use Bi-LINK Services

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

- download a copy of the required software onto your Device to transfer measurement data to Bi-LINK Services
- view, use and display Bi-LINK Services
- receive and use any free update of Bi-LINK Services incorporating "patches" and corrections of errors as we may provide to you.

You must be 18 to accept these terms and use Bi-LINK Services

You must be 18 or over to accept these terms and use Bi-LINK Services, otherwise you must obtain parental consent.

You may not transfer Bi-LINK Services to someone else

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

Changes to these terms

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

We notify you of a change to these terms when you next access Bi-LINK Services.

If you do not accept the notified changes you will not be able to continue to use Bi-LINK Services.

Updates to the Software

From time to time we may ask you to update the Software to improve performance, enhance functionality, reflect changes to the operating system or address security issues.

If you choose not to install such updates you may not be able to continue using Bi-LINK Services.

Use of and access to Bi-LINK Services

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

If someone else owns the Device you are using

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

We are not responsible for third party services we link to

Bi-LINK Services may contain links to other independent services which are not provided by us. Such independent services are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

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

Licence restrictions

You agree that you will:

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

Acceptable use restrictions

You must:

- not use Bi-LINK Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or

inserting malicious code, such as viruses, or harmful data, into Bi-LINK Services or any operating system;

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

Intellectual property rights

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

Our responsibility for loss or damage suffered by you

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

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

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

We are not liable for business losses. Bi-LINK Services are for domestic and private use. If you use Bi-LINK Services for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

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

Check that Bi-LINK Services are suitable for you. Bi-LINK Services have not been developed to meet your individual requirements. Please check that the facilities and functions of Bi-LINK Services meet your requirements.

We may end your rights to use Bi-LINK Services if you break these terms

We may end your rights to use Bi-LINK Services at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right, we will give you a reasonable opportunity to do so.

If we end your rights to use Bi-LINK Services:

- You must stop all activities authorised by these terms, including your use of Bi-LINK Services.
- You must delete or remove the Software from all Devices in your possession and immediately destroy all copies of the Software which you have and confirm to us that you have done this.

We may transfer this agreement to someone else

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

If a court finds part of this contract illegal, the rest will continue in force

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

Even if we delay in enforcing this contract, we can still enforce it later

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

Which laws apply to this contract and where you may bring legal proceedings

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

Communication

If you have any concerns, questions, comments or requests about this document or Bi-LINK Services, you can contact us through our representative in the EU via email to bi-link.support@eu.omron.com, or by regular mail to:

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

Bi-LINK PRIVACY STATEMENT

Version 2.0 – January 2018

Scope

This Bi-LINK Privacy Statement (together with the Bi-LINK Terms of Use) applies to your use of Bi-LINK Services. “Bi-LINK Services” means services provided by OMRON for the Bi-LINK website, Bi-LINK gateway software (available for Microsoft Windows, Apple Mac OS X, Apple iOS and Google Android (the “Software”)) and the Bi-LINK personal user account.

This policy sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

For the purpose of applicable European data protection legislation, the data controller is Omron Healthcare Europe B.V. (“Omron”).

Information we may collect from you

We collect and process the following data about you:

1. Information that you give us about yourself if you contact us for support, in which case we will keep a record of that correspondence.
2. When you use Bi-LINK Services, we will collect and process, either directly or by making use of third parties, the following information about you and your Device:
 - your e-mail address, name, username and encrypted password (“Contact Information”);
 - your country, language preference, time zone, height, gender, step length, weight and date of birth, smoking or non-smoking, hours of exercise per week (“User Profile Information”);
 - browser language settings, Device Type, User A/B selection on the device, and the date the device was first used (“Technical Information”);
 - measurement information from your Omron devices viewed, stored or managed in Bi-LINK Services, including but not limited to, blood pressure, pulse, irregular heartbeat, body weight, visceral fat, resting metabolism, body mass index, body fat percentage, skeletal muscle percentage, body age, total number of aerobic steps and other steps taken, aerobic walking time, calories burned, fat burned, blood glucose levels, whether the blood glucose measurement was taken before or after a meal, the time and date of measurement, and the targets you set related to this data (“Measurement Information”);
 - details of your use of Bi-LINK Services including, but not limited to traffic data, application usage data and other communication data (“Log Information”)

Cookies

The Bi-LINK Services use cookies to distinguish you from other users of the Bi-LINK Services. A cookie is a small file that is sent together with pages of the Bi-LINK Services and stored by your web browser on your device. If a cookie has been stored, the information contained therein can be sent back to our servers during your next use of the Bi-LINK Services. This helps us to provide you with a good experience when you use the Bi-LINK Services and also allows us to improve it.

Permanent cookies

By using permanent cookies, we can recognize you at your use of the Bi-LINK Services. We use a permanent cookie (“__NIS”) that stores an account identifier on the ‘log in’ page so that it is easier for

you to log in to the Bi-LINK Services in the future. Using the log out function in the Bi-LINK Services will permanently delete this cookie, unless you have ticked 'Remember me'. Permanent cookies can also be deleted via the settings of your web browser.

Session cookies

We use a session cookie ("__Bi-LINK") to remember your login details whilst you are using the Bi-LINK Services, making it possible for you to navigate within the Bi-LINK Services without the need to constantly re-login at each page. Without this cookie, functionality of the Website and the Bi-LINK Services will be significantly impaired. This session cookie is automatically deleted every time you close your web browser. We do not monitor which parts of the Website you have viewed during a visit.

Tracking cookies

We do not make use of any tracking cookies which could enable us to monitor whether you also visited other websites within our network.

More information on cookies

More information with regard to activation, deactivation and deletion of cookies can be found in the instructions via the help-functionality of your web browser. Furthermore, on the following website more information on cookies can be found: Your Online Choices: "A guide to online behavioral advertising" (www.youronlinechoices.eu).

How we use your information

We use information held about you in the following ways:

For the performance of our agreement with you:

- *Contact Information:* to handle your enquiries.
- *User Profile Information:* to operate Bi-LINK Services, to handle your enquiries.
- *Technical Information:* to handle your enquiries.
- *Measurement Information:* to operate Bi-LINK Services, to handle your enquiries
- *Log Information:* to handle your enquiries

For our legitimate commercial interests:

- *Measurement Information:* to develop or improve our products and services and to analyse anonymized, aggregated data to understand usage trends and health data trends.
- *User Profile Information:* to ask you to fill in questionnaires, to develop or improve our products and services.
- *Log Information:* to develop and improve our products and services.

Following your explicit consent:

- *Contact Information:* to inform you of products and/or services we offer.

How to delete your account

You may request to delete your account by sending an email with such request to bi-link.support@eu.omron.com.

Upon receipt of your deletion request, we will confirm deletion of your account within 30 calendar days of your request. When your account is deleted, your User Profile Information, Contact Information, and Measurement Information is deleted.

Disclosure of your information

We may disclose the data we collect from you to the following third parties:

Category of data	Recipient	Purpose
Log information	Amazon Web Services Newyu, Inc.	Application usage analytics, Data Storage
Contact Information User Profile Information Measurement Information	Amazon Web Services	Data storage
Technical Information Contact Information User Profile Information Measurement Information	Amazon Web Services Newyu, Inc.	Customer support, Data Storage

We may disclose your personal information to (other) third parties:

- In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the seller or buyer of such business or assets.
- If we are under a duty to disclose or share your personal data in order to comply with any legal or regulatory obligation or request.
- In order to:
 - enforce or apply the Bi-LINK Terms of Use or to investigate potential breaches; or
 - protect the rights, property or safety of OMRON, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection.

Transfer of your information outside the EEA

The data that we collect from you will be transferred to, and stored at, a destination inside the European Economic Area (“EEA”). Your personal data may also be transferred to, and used in countries outside the EEA for the purposes described in this policy. Such countries may not have the same level of protection for your information as the country in which you reside. OMRON guarantees that all such data transfers are in accordance with applicable privacy legislation. OMRON will enter into ‘Model Clauses’ with entities in such countries. Model Clauses are standardized contractual clauses used in agreements between data controllers (such as OMRON) and their data processors to ensure that any personal data leaving the EEA will be transferred in compliance with EU data protection law and meet the mandatory requirements.

Security measures

We have implemented technical and organizational measures to protect your information against unauthorized access, use and disclosure. All information you provide to us is stored on secure servers. Any data transfer will be encrypted using Secured Sockets Layer technology. Where we have given you (or where you have chosen) a password that enables you to access Bi-LINK Services, you are

responsible for keeping this password confidential. We ask you not to share a password with anyone including support staff.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to Bi-LINK Services; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to prevent unauthorised access.

Retention of your information

We will retain your information unless you request us to delete your account or until we deleted your account due to inactivity. We will consider your account 'inactive' if you don't use Bi-LINK Services during a six-month period. We will delete your account within 30 calendar days of it becoming inactive at which time your information is deleted as described in section 'How to delete your account'.

Your rights

Based on European data protection legislation you have several rights with regards to our processing of your personal data, including:

- Right of access. You may ask us for confirmation as to whether we process your personal data. If so, we will grant you access to that personal data and provide you with a copy of the data upon request.
- Right of rectification. If you discover errors in the personal data that is being processed by us, you have the right of rectification. Likewise, you have the right to complete the data if incomplete.
- Right to erasure. You may ask us for erasure of your personal data. Please refer to the process described in section 'How to delete your account'.
- Right to restrict. If you want to restrict processing, you cannot continue to use Bi-LINK Services. Please refer to the process described in section 'How to delete your account'.
- Right to withdraw consent. If you want to withdraw your consent to our processing of your personal data, you cannot continue to use Bi-LINK Services. Please refer to the process described in section 'How to delete your account'.
- Right to data portability. You can export your personal data by using the 'export' function to get a copy of your personal data in a structured, commonly used and machine-readable format.
- Right to lodge a complaint. In case you may have a question or complaint about how we process your personal data, you may contact us as described in the 'Contact' section. Alternatively, you may consider lodging a complaint with a supervisory data protection authority.

Partners

Bi-LINK Services may contain links to and from our partners and affiliates. If you follow any of these links, please note that they have their own privacy policies and that we do not accept any responsibility or liability for these policies or for any personal data that may be collected by them. Please check their policies before you submit any personal data to them.

Changes to privacy statement

Any changes we may make to our privacy statement in the future will be notified to you. We will ask you to read and accept any such changes to the privacy statement. If you choose to not accept these changes, you cannot continue to use Bi-LINK Services.

Contact

If you have any concerns, questions, comments or requests about this document or Bi-LINK Services, you can contact us via email to bi-link.support@eu.omron.com, the 'Contact' function within Bi-LINK Services, or by regular mail to:

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

Further information can also be found on the Bi-LINK Services FAQ [<https://bi-link.omron.com/content/fag/en-US/FAQ.pdf>].