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Terms and Conditions

for analysis of an uploaded electrocardiogram (ECG)
recording by e-heart AG

Preamble

- (1) The e-heart AG, Pfotenhauerstraße 76, 01307 Dresden, Germany (hereinafter referred to as „e-heart“) is a company that specializes in the collection, storage, analysis and management of medical data and bio-signals from implanted devices and wearable devices (e.g. smartwatches, ECG patches and long-term ECG recorders) (hereinafter collectively referred to as „wearables“).
- (2) The customer (hereinafter „Client“) is a user of a wearable device, which is able to record electrocardiograms (hereinafter „ECG“) and would like to have an ECG being analyzed by e-heart.

1. Scope

The following Terms and Conditions of e-heart (hereinafter referred to as „Terms and Conditions“) shall apply to the analysis of ECGs from wearables which are uploaded by the Client and shall apply in the version valid at the time of conclusion of the contract.

2. Contractual Object

- (1) The subject matter of the service contract concluded between e-heart and the Client is the review and analysis of an ECG uploaded by the Client for the purpose of providing information to the Client (hereinafter referred to as „analysis“). In the event of the analysis of a further ECG, a new service contract shall be concluded between the parties.
- (2) The Client is aware that the analysis does not represent medical assessment and treatment, but merely an image evaluation for the purpose of informing the client. e-heart does not make a clinical diagnosis and does not continuously monitor the heart rhythm from the Client's wearable. Each ECG to be analyzed must be actively uploaded by the Client. The Client is also aware that the provided analysis does not replace medical assessment and therapy.

- (3) e-heart explicitly points out, that in case of symptoms and heart complaints a physician needs to be consulted urgently.

3. Conclusion of the Contract

- (1) All offers made by e-heart for the analysis of ECGs are subject to change and non-binding.
- (2) In order for e-heart to be commissioned to analyze ECGs the Client shall
 - provide the required personal data (first and last name, age, gender, valid e-mail address, invoice address and method of payment).
 - give his consent to e-heart's Data Privacy Policy.
 - select the ECG file (pdf-format) which is intended to be analyzed.
 - agree to the immediate execution of the analysis and consent to waive his right of revocation upon complete contract fulfillment by e-heart.
 - upload all necessary information, declarations, and consent forms.

With the completion of the payment process the Client has given a binding offer (hereinafter referred to as an „Order“) to e-heart for ECG analysis according to the terms and conditions set forth in this agreement.

- (3) Receipt of the Order will be confirmed immediately by an e-mail from e-heart. The sent confirmation of the Order receipt constitutes the acceptance of the Order.

4. Contractual Duties Client

- (1) The Client shall be responsible for the correctness, completeness, and up-to-datedness of the of the Order.

- (2) The customer shall ensure that the ECG file is not infected by malware (e.g., computer virus, computer worm, Trojan, or spyware).
- (3) The client has to pay the remuneration agreed upon according to section 6 of the terms and conditions set forth in this agreement.

5. Contractual Obligations e-heart AG

- (1) The analysis begins with the acceptance of the Offer by e-heart and is generally carried out within two working days (Monday to Friday) after acceptance of the Offer.
- (2) The analysis is carried out by e-heart in accordance with technical state-of-the-art and the applicable legal regulations, and the result is sent out to the Client by e-mail.
- (3) e-heart shall be entitled to employ subcontractors at its own expense to fulfil its contractual obligations. The commissioning of subcontractors does not release e-heart from its contractual obligations

6. Payment

For the analysis service e-heart receives payment from the Client at the amount which is disclosed on e-heart's website. This price is understood to include the applicable statutory value added tax.

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8. Liability

- (1) e-heart, its corporate bodies, legal representatives, employees, or any other assistants shall only be liable for intent or gross negligence - except for the breach of substantial contractual obligations (obligations

which are indispensable for the attainment of the contractual purpose and upon the adherence to which the Client must thus be able to rely) or in the case of damage to life, body, or health. Otherwise, liability is excluded.

- (2) In the event of a simple negligent breach of a substantial contractual obligation, e-heart's liability is limited to the typical contractual, foreseeable damage.

9. Force Majeure

- (1) In the event of force majeure preventing e-heart from fulfillment of its contractual obligations, the obligation in question shall be suspended until the force majeure circumstances and their consequences have been resolved. This shall apply even if e-heart should be in default. Force majeure events in particular (but not exclusive) include war, terror, labor disputes at e-heart or its subcontractors, natural catastrophes, epidemics and pandemics, damage to communication equipment or computer hardware or software, orders of public authorities or other circumstances, which are not within the power of e-heart to avert or which cannot be averted with a reasonable technical and economic effort („force majeure“).
- (2) In such cases of force majeure, the Client may not claim any compensation from e-heart. In such cases, e-heart shall use all reasonable means to ensure that it meets its contractual obligations again as soon as possible.

10. Revocation

- (1) Unless the Client has effectively waived its right of revocation, he as a consumer shall be entitled to a statutory right of revocation for off-premises and distance contracts. With respect to conditions and legal consequences of the right of revocation, please refer to the revocation instruction in the appendix.
- (2) The right of revocation expires upon complete contract fulfillment by e-heart. Hereupon the Client has been informed specifically.

Revocation Instruction

Right of Revocation

You have the right to revoke this contract within fourteen days without giving any reason. The revocation period is fourteen days from the day of the conclusion of the contract (Client's receipt of the Order Acceptance from e-heart).

To exercise your right of revocation, you must contact us (e-heart AG, Pfortenhauer Str. 76, 01307 Dresden; Germany; phone: +49 351 32100943, fax: +49 351 65289216, e-mail: info@e-heart.de) with an unequivocal statement (e.g., a letter sent by mail, fax, or e-mail) about your decision to revoke this contract. You can use the attached Sample Revocation Form for this purpose, but it is not mandatory.

To meet the revocation deadline, it is sufficient that you send the notification of revocation before expiration of the revocation period.

Consequences of Revocation

If you revoke this contract, we must immediately return to you any payments that we have received from you, but no later than fourteen days after the day on which we have received your information on revocation. For this repayment, we will use the same method of payment that you have used in the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment.

For the services provided during the withdrawal period, you have to pay us an appropriate amount. This corresponds to the proportion of the services in relation to the total scope of the contract, which were already provided by us up to the time of exercising the right of revocation.