

## General Terms and Conditions

Last updated: March 2020

### GENERAL TERMS AND CONDITIONS FOR THE MyIUS App

#### 1. SCOPE

- 1.1. The following General Terms and Conditions in their latest updated version, along with the statement of consent to our Privacy Policy ("Privacy Policy Statement of Consent") control the use of the app ("MyIUS") developed by BAYOOCARE (BAYOOCARE GmbH, Europaplatz 5, 64293 Darmstadt, Germany; "BAYOOCARE", "we" or "us") and the use of our services by consumers (section 13 of the German Civil Code; "BGB").
- 1.2. These General Terms and Conditions apply exclusively.

#### 2. CONCLUSION OF CONTRACT

- 2.1. By agreeing to these General Terms and Conditions, a free contractual relationship is formed between BAYOOCARE and the user, to which these General Terms and Conditions apply.
- 2.2. Subject to these Terms and Conditions, we grant the user a limited, non-exclusive, revokable licence to use this app, which is also subject to the applicable terms and conditions of Apple (App Store) or Google (Google Play) ("App Stores") from which the user downloaded the app. The app is licensed; not sold.
- 2.3. The Privacy Policy Statement of Consent is not a component of these General Terms and Conditions. To use the app, the user must consent to the processing of their health-related data in accordance with the Privacy Policy Statement of Consent that is presented to them. Our Privacy Policy explains which personal data is collected and processed by us and/or third parties or provided by you through the app. After accepting the General Terms and Conditions, the user has the possibility of using the services free of charge. These services are also subject exclusively to these General Terms and Conditions.
- 2.4. If the user uses the app via a mobile data network, they may incur costs such as data connection fees and data roaming charges. Whether these costs apply and the amount of these costs is subject to the contractual conditions of the user's mobile data service provider. BAYOOCARE has no influence over whether these costs will be incurred. The user is solely responsible for these additional costs.
- 2.5. The app may contain links to third-party content or services provided by parties other than BAYOOCARE ("third parties"). BAYOOCARE has no control over these third parties. BAYOOCARE is not responsible for third-party content, including data protection guidelines or practices of the providers of these third-party services. The user should carefully read the Terms and Conditions for Use and Privacy Policies of these third parties.
- 2.6. System requirements: The app is intended for use on devices that are tested and approved by BAYOOCARE for this purpose. MyIUS requires a smartphone that has been tested and approved, which is running an approved operating system. The app contains a mechanism for ensuring the compatibility

of the smartphone used. If the smartphone or operating system is not compatible, it is not possible to use the app.

#### 2.7. NOTE

The app can be used by any woman of child-bearing age in combination with the products Kyleena or Mirena to predict the expected bleeding pattern.

### 3. CONTRACT SUBJECT MATTER

MyIUS is a digital support tool for women using the intrauterine systems Kyleena or Mirena. It offers the following services:

- Guidance and provision of useful information at the time of prescribing or inserting the intrauterine system for a period of 90 days
- Collection of input parameters and the provision of a continual, daily bleeding pattern log book for at least 90 days
- Provision of a prediction of bleeding patterns based on the collected input parameters provided by the user
- Facilitating communication with the doctor overseeing treatment using the prediction as well as the entries from the bleeding pattern log book

### 4. USING THE APP

#### 4.1. Use of the free service

- a) The use of the MyIUS app and its functions (bleeding pattern daily log book, prediction of bleeding pattern) is free of charge.
- b) MyIUS is available as a free download via the Apple App Store or Google Play store. After downloading, the app can be activated exclusively using an information sheet provided by the doctor overseeing treatment.
- c) Should the phone be lost, or the app uninstalled, the input parameters that you have input previously cannot be restored due to technical and privacy-related reasons.

4.2. This app is a clinically validated medical product that meets the basic requirements of EU guideline 93/42/EEC and/or its national enforcement measures.

### 5. WITHDRAWAL / CANCELLATION OF CONTRACT

#### 5.1. Withdrawal instruction

- a) Right of withdrawal:

The user has the right to withdraw from this contract at any time without stating any reason. To exercise the right of withdrawal, simply uninstall the app from the smartphone.

### 6. SCOPE OF SERVICES RENDERED BY MyIUS

- 6.1. MyIUS is not obligated to check or verify that the data entered by the user is accurate, complete and up to date. MyIUS is entitled to make the rendering of its services subject to the user's provision of data that is accurate, complete and up to date. If the data provided by the user is not correct, complete and up to date, then the user automatically accepts that the prediction provided by MyIUS may be invalid. The prediction is therefore always only accurate to an extent and exerts no claim to completeness or accuracy. MyIUS therefore offers no guarantee for the accuracy and/or completeness of the prediction; explicitly, MyIUS offers no guarantee of a medical or clinical nature.
- 6.2. The results provided by MyIUS are for information purposes only. Any prediction is an abstract and therefore non-binding piece of information; however, it does not constitute a conclusive statement about the actual state of the user's health, nor is it an advisory or recommendation to seek treatment for illnesses or deficiencies. Any such conclusive statements, advisories or recommendations can only be provided by a doctor or other trained medical or therapeutic professional. It is not possible for MyIUS to undertake any medical or other specialized or healthcare-related examination, nor is the app obligated to do so. The prediction is no substitute for an examination of the user's medical history or a medical examination, diagnosis and recommendations for therapy offered by a doctor. The prediction provided by the app therefore does not constitute a diagnosis, nor is it under any circumstances to be seen a substitute for or supplement to personal consultation, guidance or treatment by a doctor or other trained medical professional, which is the sole basis for providing a diagnosis, recommended treatment options or use of medications. The predictions are merely a non-binding indication of possible bleeding patterns. Its analysis is not a substitute for an examination by a doctor. MyIUS is not obligated to provide any binding health-risk evaluation and/or therapeutic decisions. Even if the prediction indicates that there is no health risk, it is still possible that a health risk may exist. MyIUS is not responsible for the user's healthcare. MyIUS therefore explicitly urges the user to immediately consult with a doctor or medical professional in case any symptoms of illness or health-related problems occur. MyIUS explicitly discourages the user from beginning, changing or ending therapies without seeking the advice of a doctor.
- 6.3. When rendering its service, MyIUS exercises due diligence and refers to the latest medical knowledge available. MyIUS is not obligated to ensure that this information is accurate, complete, up to date or usable.
- 6.4. The user uses the prediction at their own risk. Neither MyIUS nor any of its entities, managing directors, employees, vicarious agents, partners, affiliated companies or licensing entities accept any responsibility for decisions that the user makes based on the prediction, or for the decision of whether to seek care or treatment from a medical professional. The user hereby waives any rights to assert claims against MyIUS or any of its entities, managing directors, employees, vicarious agents, partners, affiliated companies or licensing entities now or in the future and to indemnify all of these parties of any claims, proceedings, costs and direct or indirect damages incurred in connection with using the information provided by the app. This also applies to any loss of earnings.

- 6.5. There is no contractual relationship binding MyIUS to perform business nor respond to orders from the user.
- 6.6. MyIUS does not claim, nor can it guarantee that the app is secure and operational without interruption or error. MyIUS assumes no obligation with regard to the functionality nor usability of the smartphone or other hardware used by the user.

## **7. USER'S OBLIGATIONS**

The user is responsible for creating the necessary basic conditions for obtaining the app; specifically, they must have access to an internet connection.

## **8. LIMITATIONS OF USE; DENIAL OF ACCESS**

- 8.1. The following forms of use and access are prohibited:
  - a) Use of the app for unlawful purposes (specifically contrary to the law or to this contract) or for the incitement of such purposes
  - b) Access to, manipulation of or use of non-public domains of the app, computer systems belonging to MyIUS or technical data-transfer systems of third parties
  - c) Examining, scanning or testing the app for weak points, or violating or evading security and authentication measures
  - d) Any automatic or manual attempts to access information and data or to search through the app using any interfaces other than the current public interfaces of MyIUS
  - e) To interfere or attempt to interfere in any way with the access of the app by others
  - f) Use, collection, viewing or transfer of data or information belonging to third parties without their explicit consent, proof of which must be furnished to BAYOOCARE in any case
  - g) Any change, linking, deep linking, saving, reproduction, duplication, copying, sale or trading of the contents of graphic designs of the app or the information it contains
- 8.2. The user is also prohibited from:
  - a) Saving, publishing, sharing or distributing any racist, derogatory, discriminatory, defamatory, sexually explicit, violent or other legally prohibited content
  - b) Performing or attempting to perform disruptive interventions by technological or electronic means into the MyIUS system; specifically through hacking, brute force, viruses, worms or trojans
  - c) Reading, copying, distributing or sharing accessible data without explicit consent of the proprietor, or to reading such data by technological means (crawlers, bots, etc.)
  - d) Sending chain mails or messages, particularly mass mailers or spam, to one or more person at a time
- 8.3. In case of violation or attempted violation of any of the aforementioned obligations, MyIUS is entitled to withhold or delete information or other data belonging to the user at any time and to terminate the services on the grounds of an urgent cause.

## **9. CHANGES TO THE APP / CONTENTS**

- 9.1. MyIUS reserves the right to change the content, graphic design or structure of the app. MyIUS also reserves the right to temporarily suspend full or partial access to the app, its operations or its functions at any time for this purpose or for other reasons.
- 9.2. MyIUS is responsible for its own contents within the app under applicable law. MyIUS is not obligated to monitor or inspect the circumstances of shared, linked or stored third-party information that raises suspicion of unlawful activity. This has no implications for the obligations to remove or block use of information under applicable law. Such liability exists only from the first point in time at which knowledge of a specific legal violation is obtained. If MyIUS becomes aware of legal violations caused by contents, MyIUS will immediately remove these contents.

## **10. CHANGE OF OTHER PROVISIONS**

- 10.1. MyIUS reserves the right to change these General Terms and Conditions from time to time; for example, to implement legal changes or introduce new functions, services or apps. Any such changes referred to here take effect from the moment at which the user is notified of them; for example, when a notification appears at the start-up of the app to inform the user of the change and ask them to confirm these changes before they can continue using "MBL Quantification".
- 10.2. Should any changes present objective disadvantages for the user, we will inform the user of these changes 30 days in advance. Should the user disagree with any of the changes, they must contact us before the changes take effect. Otherwise, the changes will become a component of this contract from the moment they take effect.
- 10.3. We will not archive any copies of these General Terms and Conditions pertaining to the use of the MyIUS app. A link to the latest version will always be available within the app.

## **11. RIGHTS TO THE APP, BRANDS AND NAMES**

- 11.1. All rights to the app (specifically, copyrights, trademarks, patents and all other intellectual property rights to the name MyIUS or equivalent derivatives, to identifiers, to domains and to all information, except for the individual data input by the user) are and remain the exclusive property of BAYOOCARE and/or its licensing entities. MyIUS is a registered trademark of BAYER AG in the EU and other countries.
- 11.2. Duplication, processing, distribution and any form of exploitation of the contents of components of the app require written consent from BAYOOCARE. It is not permitted to download or copy the app for commercial use.
- 11.3. Insofar as BAYOOCARE did not create the contents of the app, BAYOOCARE observes the copyrights of third parties. Contents of third parties are indicated as such. Should the user nevertheless become aware of a breach of copyright, BAYOOCARE requests that they inform us of this. If BAYOOCARE becomes aware of any such legal violations, it will immediately remove the content in question.

## **12. LIABILITY AND RESPONSIBILITIES OF BAYOOCARE**

12.1. BAYOOCARE is liable without limitations for instances of malicious intent or gross negligence. In case of petty negligence, BAYOOCARE shall be liable only for and to the extent of typical, foreseeable contractual damages, insofar as BAYOOCARE violates an obligation that is of fundamental significance to the achievement of the purpose of this contract. Regardless of the grounds for claims, BAYOOCARE assumes no liability beyond this. The limitations and exclusions of liability described here do not apply to claims of damages resulting from bodily harm, damage to the health or loss of life, or for claims asserted under the German Product Liability Act. Insofar as the liability of BAYOOCARE is limited or excluded, the personal liability of vicarious agents of BAYOOCARE is also limited and/or excluded. These limitations of liability also extend to third parties who are covered by the scope of protection of this contract.

12.2. BAYOOCARE is not responsible or liable for damages to computer systems of the user, for the loss of data, or for other disadvantages resulting from access to or use of the app. This also applies to the destruction of or failure to save or transfer data, information or other notifications.

### **13. GENERAL PRIVACY POLICY STATEMENT**

13.1. Protecting the privacy of our users is an important priority for BAYOOCARE. The user has the possibility of reading further information related to data protection in the Privacy Policy of MyIUS. The processing of data provided by the user as well as the securing of the data takes place in accordance with the Privacy Policy of MyIUS and in compliance with the provisions of applicable data protection law.

13.2. MyIUS does not engage in the sale, exchange nor any other unauthorised use of personal data and information. MyIUS does not transfer personal data on any user to any third party unless the user has granted their consent for this or MyIUS is legally obligated to disclose the data.

### **14. COMMUNICATION WITH US / OBLIGATION TO INFORM**

In case of any questions, please contact our customer service. Email us at:  
[myius@bayoocare.com](mailto:myius@bayoocare.com)

Or write to:

BAYOOCARE GmbH  
Europaplatz 5  
64293 Darmstadt

BAYOOCARW is not subject to any extrajudicial claims or arbitration proceedings.

The user may copy and save the text of this contract at any time. We save the texts of the contract ourselves and can send them to the user by email on request.

BAYOOCARE is not subject to any special code of conduct (set of rules).

EU Ordinance No. 524/2013 (ODR Ordinance) came into effect on 09 January 2016, governing online dispute resolution in matters pertaining to consumer rights. It applies to extrajudicial resolution of disputes related to

contractual obligations, including contracts for online services between consumers and online companies with the intention of achieving a high level of consumer protection within the inner European market. The possibility of online dispute resolution (ODR) is intended to offer a simple, efficient, quick and cost-effective extrajudicial solution for disputes. The ODR platform forwards properly filed complaints to the relevant extrajudicial bodies (authorised under national law). The ODR platform can be used free of charge, though the consumer may incur costs (of up to 30.00 euros) during proceeding held before the extrajudicial body, in case their filing is found to be improper.

## **15. FINAL PROVISIONS**

- 15.1. BAYOOCARE is entitled to transfer its contractual rights and obligations to third parties. It is not possible to transfer the contractual rights of the user. The contractual rights and obligations arising from the user's closed contract for use can only be transferred to third parties with the explicit consent of BAYOOCARE.
- 15.2. If any of the provisions of this contract should be or become invalid, this shall have no further implications for the validity of the remaining provisions of this contract. Such provisions shall be replaced by rules that most closely approximate the financial purpose of the contract under due observance of the interests of both parties to the contract.
- 15.3. The jurisdiction for any disputes arising from this contract shall be the location of the headquarters of BAYOOCARE.
- 15.4. This contract is subject to the laws of the Federal Republic of Germany to the exclusion of the UN International Sale of Goods and German international private law.

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