

TERMS AND CONDITIONS

Effective date:
May 15, 2020

Introduction

This document (together with any documents herein mentioned) sets forth the terms and conditions governing the use of Mawi Vital mobile app (the “Service” or “App”) (hereinafter the "Terms"). The information or personal details that you provide us with, will be processed pursuant to the Privacy Policy. Please read through these Terms and our Privacy Policy, prior to using this App. By using this App, you are consenting to be bound by these Terms and our Privacy Policy. If you do not agree to all of the Terms and the Privacy Policy, please, uninstall this App.

About us

Service is provided by the Mawi Solutions OU, private limited company, registered in Tallin, Estonia. under company number 14345719. Our registered address and main trading address is Peterburi tee 47 Lasnamäe linnaosa, Tallinn Harju maakond 11415.

Use of our App

The App allows you to use multiple medical-grade devices, which measure your vital signs. Based on that the App displays a number of your wellness parameters and saves it all to the history. Wellness parameters and functionality depends on the App version and may vary.

You may use Mawi App and Mawi band separately or in connection with Mawi Vital dashboard. Dashboard is a tool that opens additional opportunities of use Mawi band and Mawi App. It may be used within hospitals, wellness centers, sport clubs, companies, research centers etc. In case you use Mawi band in connection with Mawi dashboard please note, that your personal data cannot be reflected in Mawi dashboard by default. For that reason, you should share your personal data with a definite person (doctor, manager etc. - competent/ specialized users of dashboard) by providing this person with your User ID (Personal ID). Please note, that you cannot use Mawi dashboard by yourself (unless you are competent/specialized user of dashboard), you can only provide access to your Personal data through it.

App by itself is not a medical device, and as such is not a substitute for professional medical advice or treatment. All information provided via App and that may be presumed as a medical diagnosis is not such and should be interpreted only as not specialized opinion. You should consult your doctor or other relevant health care professional, before making any decisions that could affect your health. Please, pay attention that we are not licensed medical professionals, and we are not in the business of providing medical advice. Your use of the App does not create a doctor-patient relationship between you and Mawi Solutions OU.

You understand and agree that the App and Service are provided «as is».

When you create an account with us, you must provide us information that is correct, accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account at our App.

You are responsible for safeguarding the password that you use to access the App and for any activities or actions under your password.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

The App is for personal use only and may not be used in connection with any commercial endeavors except those that are specifically approved by us.

We may disable your account, and/or put your account on inactive status, in each case at any time with reasonable cause or violation to these terms of service agreement, and with or without notice. We shall have no liability to you or any third party because of such action.

By using the App, you represent and warrant that you are 18 years of age or older. Your account may be terminated without warning, if we believe that you are under 18 years of age.

Intellectual property

You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the App shall remain at all times vested in Mawi Solutions. It is forbidden to partially or entirely copy, distribute, modify or adapt App or any portion thereof, or incorporate it, in whole or any part, in any other product, without the express written consent of Mawi Solutions.

App is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Such App and all copies thereof are licensed, not sold.

Modification of App

Mawi Solutions may update, modify, interrupt or discontinue any or all of the functionality of the App and make changes, corrections and/or improvements to the App at any time without notice to you. Mawi Solutions is not responsible for any costs, loss or damage that you incur as the result of any modification, interruption or discontinuance of any or all functionality of the App.

Your responsibility

When you use the App, you are solely responsible for:

- ✓ maintaining the security and confidentiality of Personal Information that you store on your Device;
- ✓ maintaining the physical security of your Device;
- ✓ maintaining the security and confidentiality of any personal identification numbers, account information, passwords and other related to your use of the App;
- ✓ any damage to your device, and any loss or corruption of information that you store in the device that results from the use of the App or the interaction of this App with other applications or programs that you may download or use;
- ✓ ensuring that you are using the latest available version of the App;
- ✓ ensuring that all operating systems and security software for your device are the most up to date versions available.

Mawi Solutions is not responsible for any costs, loss or damage that you incur as the result of your failure to meet any of these responsibilities.

Disclaimer of warranty and limitation of liability

You hereby release and agree to hold harmless Mawi Solutions and its affiliates, from any and all claims, costs, losses, liabilities and damages of any sort, whether direct, indirect, special, consequential or otherwise, whether arising in tort (including negligence), contract or otherwise, and whether or not Mawi Solutions has been advised of the possibility of such damages, in each case arising out of or related to your Use of the App.

In the event that applicable law does not allow the exclusion of liability for direct, indirect, consequential or other damages, in no event shall Mawi Solutions liability arising under or in connection with your use of App exceed \$50.

You agree that you use App at your own risk.

We make no warranty that App and other Service will be available, error free or that the App is free of computer viruses or similar contamination or destructive features. If your use of the App results in the need for servicing or replacing equipment or data, we shall not be responsible for those costs.

Written communications

When using our App, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. You agree and acknowledge that all possible contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

Governing law

These Terms shall be governed and construed in accordance with the laws of Estonia, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights.

If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.

These Terms constitute the entire agreement between us regarding the use of App, and supersede and replace any prior agreements we might have between us regarding the use of App.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 15 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

If we do, we will post notice of the change on our website or through digital communication

to registered users via email and update the 'effective date' at the top of this page.

Contact Us

If you have any questions about these Terms, please contact us by email: support@mawi.band