

# Terms and Conditions

## 1. Introduction

Welcome to Picterus website and Picterus® Jaundice Pro smartphone application an online information and communication service provided by Picterus AS («Picterus» or «We» or «Us»), subject to your agreement with all these terms and conditions («Terms»). Picterus AS is a limited liability company incorporated under the law of Norway and has its registered address at Kjøpmannsgata 61, 7011 Trondheim, Norway.

Picterus AS may modify these Terms at any time, and such modifications shall be effective immediately upon posting the modified Terms on the Picterus® Jaundice Pro and website. We will ask you to acknowledge that you have received the modified Terms prior to your usage of Picterus® Jaundice Pro.

If you do not accept these updated Terms or do not wish to be bound by changes following posted notices that you should discontinue the use of the Picterus® Jaundice Pro. If you do not agree with all the Terms, do not use the Service. Please review all the Terms and the Instructions for Use carefully before using the Picterus® Jaundice Pro. In addition to these Terms, Picterus® Jaundice Pro is also governed by our Privacy Policy.

## 2. Data collection and data privacy

Picterus AS does not process personal or sensitive personal data. Picterus® Jaundice Pro only takes images of a small part of the skin on the chest of the newborn and requires no personally identifiable data. For further information on how we collect your data, we refer to our Privacy Policy.

## 3. Health Follow Up Policy

At Picterus we are constantly improving our services by performing research activities. As part of research activities; we may perform checks on the photos to verify the accuracy of Picterus® Jaundice Pro. Important information will be communicated through updates in the app.

## 4. No Warranties

You understand and agree that the services of Picterus® Jaundice Pro and the content or information contained on or provided by Picterus® Jaundice Pro is provided on an “as is” basis. Picterus AS does not make any express or implied warranties, representations, or endorsements whatsoever (including without limitation warranties of title or non-infringement, or the implied warranties of merchantability or fitness for a particular purpose) regarding the service or any merchandise, information or service provided through the service. In addition, Picterus AS does not guarantee that use of Picterus® Jaundice Pro will be free from technological difficulties including, but not limited to, unavailability of information, downtime, service disruptions, viruses or worms and you understand that you are responsible for implementing sufficient procedures and checkpoints to satisfy your requirements for accuracy of data input and output.

## 5. Discontinuance of Picterus® Jaundice Pro

Picterus AS reserves the right to modify, discontinue, temporarily or permanently, the services, or any part thereof, at any time, with or without notice. When appropriate, Picterus AS will give you a proportional refund.

## 6. Disclaimer, Limitations, and Exclusions of Liability

- The Picterus® Jaundice Pro is a medical device that has been tested according to international standards. With its unique technology, Picterus® Jaundice Pro can measure bilirubin levels from pictures of the newborn's chest, where the Picterus Calibration Card is placed. The Picterus® Jaundice Pro has been clinically tested and proven to be accurate when used correctly. The Picterus® Jaundice Pro is easy and fast to use.
- The Picterus® Jaundice Pro can measure bilirubin levels from pictures of the newborn's chest, where the Picterus Calibration Card is placed. The equipment is intended to support in the assessment of neonatal jaundice, not as a standalone equipment for the diagnosis and/or control of hyperbilirubinemia. Assessments shall never be made based on the Picterus® Jaundice Pro and/or the calibration card alone. The Picterus® Jaundice Pro Software nor the Picterus® calibration card shall not be used nor relied on solely for any diagnostic or treatment purposes and do not for instance, but not limited to, replace blood samples. Any reliance by you is at your own discretion and risk.
- Picterus AS makes no representation or warranties relating to the information contained in the online and in-app library. We do not warrant that the medical information on the Picterus® Jaundice Pro will be available, complete, completely accurate, up to date.
- Notwithstanding the foregoing, Picterus AS reserves the right, but is not obligated, to refuse to post any content and/or remove your access to Picterus® Jaundice Pro.
- We have no responsibility or liability for any kind of action that you do or do not take because of or despite the information on the Picterus® Jaundice Pro. If you are experiencing a medical emergency or have any concern about the newborn condition in any way you should seek immediate medical attention. You should not delay seeking medical advice, stop treatment, or disregard medical advice because of the information contained in the Picterus® Jaundice Pro.
- Picterus AS does not guarantee correct functioning of Picterus® Jaundice Pro if you use Picterus® Jaundice Pro while you are subject to a contra-indication for the use.
- Our liability in connection with Picterus® Jaundice Pro shall be limited to direct damages or (in case of insurance coverage) the amount paid under our insurance policy, unless it concerns liability:
  - for death or personal injury resulting from gross negligence.
  - for damage resulting from fraud or fraudulent misrepresentation.
  - which based on the applicable law cannot be limited.
- To the extent that our website and the information on our website are provided free of charge, we will not be liable for any loss or damage of any nature.
- We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

- Picterus® Jaundice Pro for personal use only. Therefore, we will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business contracts, commercial opportunities, or goodwill.
- You agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these Terms (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).
- We shall not be liable for any content you publish on social media by using a social media plugin on our website.

## 7. Copyright and Trademark Information

The mark “Picterus” and the «P» logo are trademarks and/or service marks of Picterus. The content and design of Picterus® Jaundice Pro are protected by international copyright laws. You may not copy, reproduce, republish, upload, post, display, transmit, or frame any of these materials without prior written consent from the copyright owners, except that you may view, download, display and print a single copy of these materials on a single computer for personal, non-commercial use only, so long as: you do not alter or modify the materials in any way; you include all applicable notices and disclaimers (including copyright notices); and you do not use the materials in a way that suggests an association with Picterus AS or an affiliated Picterus AS entity. You understand and agree that title to these materials shall not pass to you or any other user.

## 8. Consumer rules

Depending on your country, consumer protection rules may apply. We recommend you take note of these.

## 9. Payment Terms and Conditions

The prices will be specified in the applicable order confirmation via email. Invoice payment deadline is according to the order confirmation. Payment shall be made to the bank account nominated in writing by Picterus AS. If you believe that there has been an error in billing or you are entitled to a refund, please contact us at [sales@picterus.com](mailto:sales@picterus.com).

## 10. Picterus Sales Support

For inquiries, please contact us via email [sales@picterus.com](mailto:sales@picterus.com).

The contract between Picterus AS and the customer shall be deemed to have been made in Norway and shall be governed in all aspects to Norwegian law. The customer shall submit to the jurisdiction of the Norwegian court.