

# Terms and Conditions

## 1. Introduction

Welcome to Picterus website and Picterus® Jaundice Pro, which includes a mobile application and the Jaundice@Home web platform, 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 from time to 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 the updated Terms, you must discontinue the use of the service. Please review these Terms and the applicable Instructions for Use carefully before using Picterus® Jaundice Pro. If you allow another person to use the app you have installed and configured, make sure they have read and understood the Instructions for Use (IFU) before performing any scans. In addition to these Terms, Picterus® Jaundice Pro is also governed by our Privacy Policy.

## 2. Data collection and data privacy

Picterus® Jaundice Pro handles personal data. For further information on how we collect, process and store your data please refer to our Privacy Policy.

Where Picterus® Jaundice Pro is used within or on behalf of an Organization, additional privacy and data handling obligations may apply in accordance with applicable law, contractual arrangements, and the Organization's own policies.

## 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 scan-related data to verify the accuracy of Picterus® Jaundice Pro. Important product related 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 makes no 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.

Picterus AS does not warrant that the service will always be uninterrupted, error-free, or free from technological issues including, but not limited to temporary unavailability of information, downtime, service disruptions, viruses or bugs. Users remain responsible for using the service in accordance with the applicable IFU and for ensuring appropriate review of inputs, outputs, and clinical follow-up.

## 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

- Picterus® Jaundice Pro is a medical device that has been tested according to international standards. With its unique technology, Picterus® Jaundice Pro can calculate bilirubin levels from pictures of the newborn's chest, where the Picterus Calibration Card is placed. Picterus® Jaundice Pro has been clinically tested and proven to be accurate when used correctly. Please refer to the IFU for more information on safety and performance. Picterus® Jaundice Pro is easy and fast to use.
- Picterus® Jaundice Pro 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. National guidelines for follow-up of newborns with suspected jaundice should always be followed.
- Picterus AS does not guarantee correct functioning of Picterus® Jaundice Pro where the product is used contrary to the Instructions for Use, outside its intended use, despite applicable contraindications, or without proper use of the Picterus® Calibration Card.
- 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 is for personal use only. 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. Using Picterus® Jaundice Pro connected to an Organization

If you choose to join, are invited to join, or otherwise access Picterus® Jaundice Pro as part of an Organization (including, but not limited to, a hospital, clinic, healthcare provider, research institution, or other entity), you acknowledge and agree that:

- The Organization may be able to manage, administer, and control your access to Picterus® Jaundice Pro within the scope of its use of the service.
- This may include the ability to add, modify, restrict, or remove your user account within the organization, assign or revoke roles or permissions, and manage access to data, content, or features associated with the Organization.
- The Organization may have access to information and data associated with your use of Picterus® Jaundice Pro within the Organization's environment, in accordance with applicable law and the Organization's own policies.
- Any actions taken by the Organization with respect to your access, permissions, or data are the responsibility of the Organization, not Picterus AS.
- If your access through an Organization is modified or terminated, your ability to use certain features or data may be limited or revoked.

You understand that your relationship with the Organization is separate from your relationship with Picterus AS, and that Picterus AS is not responsible for the Organization's internal management decisions, policies, or actions.

## 8. 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.

## 9. Consumer rules

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

## 10. 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 [contact@picterus.com](mailto:contact@picterus.com).

## 11. Picterus Sales Support

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