

## GENERAL TERMS AND CONDITIONS

EFFECTIVE DATE: September 27, 2019

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY CLICKING "ACCEPT" OR ACCESSING THE COALA SERVICE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS, YOU MAY NOT ACCESS OR USE THE COALA SERVICE. BY ACCEPTING THESE TERMS OR BY USING THE COALA SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING THE PRIVACY POLICY (TOGETHER, THE "TERMS"). IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS OF SERVICE, THEN YOU DO NOT HAVE PERMISSION TO USE THE COALA SERVICE.

### 1. TERMS OF USE OF THE COALA SERVICE

These Terms and Conditions ("Terms") apply to the Coala Heart Monitor, the Coala App application ("Coala App"), [www.coalalife.com](http://www.coalalife.com) ("Website") and the digital services offered on the Website, including the cloud based Coala Care Portal and related analytics, collectively referred to as "Coala service". Please read the Terms carefully. By using the Coala service you agree to these terms and agree to be bound by them. We also ask you to review our Privacy Policy. If you do not agree to the Terms, you cannot use the Coala system.

#### Information about us

Coala Life Inc ("Coala Life"/ "We"). E-mail: [info@coalalife.com](mailto:info@coalalife.com)

#### 1. General

The Coala Heart Monitor is intended for use by healthcare professionals or adults with known or suspected heart conditions to record, store and transfer single-channel electrocardiogram (ECG) rhythms and heart sound. The Coala Heart Monitor also displays ECG rhythms and detects the presence of normal sinus rhythm and atrial fibrillation (when prescribed or used under the care of a physician). The Coala Heart Monitor has not been tested and it is not intended for pediatric use. Rx ONLY.

**THE RESULTS SHOWN IN THE COALA APP ARE INTENDED FOR USE AS AN INDICATOR OF YOUR HEALTH CONDITION AND THE INFORMATION SHOULD ONLY BE DISCLOSED AS INFORMATIVE. COALA LIFE EXPRESSLY DISCLAIMS ALL LIABILITY FOR ERRORS AND INJURIES TO COALA HEART MONITOR AND COALA APP AND MAKES NO WARRANTIES (EXPRESS OR IMPLIED) REGARDING THE HEALTH INFORMATION. ANY DOUBT ABOUT YOUR HEALTH OR MEDICAL CONDITION, COALA LIFE RECOMMENDS THAT YOU ALWAYS CONTACT YOUR DOCTOR OR CALL 911 IN CASE OF EMERGENCY.**

**NOTE THAT COALA LIFE IS NOT RESPONSIBLE NOR CAN BE HELD LIABLE FOR THE ADVICE GIVEN BY ANY EXTERNAL HEALTHCARE PROVIDER IN THE CONTEXT OF THE COALA SERVICE. THE PRESCRIBING HEALTHCARE PROFESSIONALS ARE SUBJECT TO APPLICABLE UNITED STATES HEALTHCARE LAWS AND REGULATIONS.**

#### Personal data

Coala Life values your personal privacy and will always strive to protect your personal data as best as we can. Our privacy policy strictly follows all current laws and rules about the storing of personal data. We will only process the data that you provide to us with the aim to better administrate and provide our services, as well as pursuing our commitment to you as a user. The personal data provided to Coala is for the purpose of managing the data, providing services and fulfilling its obligations towards the user, and, after special consent, for research purposes. The personal data that Coala Life handles includes name, e-mail address, date of birth, heart data, such as ECG and heart sound, and other personal information provided to Coala Life in connection with the registration of an account. Coala Life processes personal information in accordance with Coala Life's Privacy Policy. The healthcare provider agrees that for each patient who is to use the Coala system and registering for its use, consents that his/her personal data will be processed in accordance with Coala Life's privacy policy. Such consent shall be obtained before the user has started using the product. For the Healthcare provider's

collection of the user's consent, a consent form must be used. The healthcare provider undertakes to ensure that the user is taking part in the privacy policy.

#### Coala Atlas

When you activate the Coala App, you will receive information about the Coala Atlas, which provides your data to scientists for research purposes. You can choose to share your personal information and / or the cardiac data generated by the Coala Heart Monitor through Coala Atlas for research purposes. This is completely optional, and you can choose to share anonymous or non-anonymous personal data. You acknowledge that your heart data is forwarded to Coala Atlas through the settings in Coala App. You always have the option to opt-out and change the settings in the Coala App so that transfer of future personal data will not be transferred to Coala Atlas. The scientists that your data is shared with follow all current laws and ethical guidelines that apply to research. Read more about the meaning of Coala Atlas in our Privacy Policy.

#### Coala Life Limited Warranty

The Limited Warranty and Returns Policy applies to Coala Life Heart Monitor (the "Product") and is given by Coala Life, to the original purchaser (the "Owner") who obtained the product directly from Coala Life.

#### What Does the Limited Warranty Cover?

This Limited Warranty is limited to the express terms. The Limited Warranty is made only to the Owner. Coverage terminates if Owner sells or transfer the Product.

Coala Life warrants to the Owner that the Product will materially conform to published specifications and be free from defects in materials, at the time that Coala Life ships the Product.

#### How Long Does the Coverage Last?

Coala Life guarantees that Coala Heart monitor works for a period of one year from the delivery date to the Owner ("Warranty Period"). The warranty is valid provided that the Product has been used in accordance with Coala Life's instructions for use. If failure occurs during the Warranty Period, you must notify Coala Life within two weeks of the failure to claim warranty.

#### What Will Coala Life Do?

If Coala Life determines that the Product is eligible for warranty replacement, a Return Merchandise Authorization (RMA) number will be issued for return of the Product. Coala Life is not responsible for items damage or lost during transit. Coala Life will replace the Product with the same or equivalent to the Product that was purchased. Coala Life reserves the right to replace any discontinued Product with a new product comparable value and function. Replacement Product provided under Limited Warranty will only be shipped to the Owner address.

#### What Does the Warranty not Cover?

EXCEPT AS EXPRESSLY PROVIDED BY THIS LIMITED WARRANTY, COALA LIFE IS NOT RESPONSIBLE FOR THE DIRECT INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR BUSINESS DAMAGES (INCLUDING WITHOUT, LIMITATION LOSS OF PROFIT OR USE) BASED ON ANY DEFECT, FAILURE OR MALFUNCTION OF THE PRODUCT, OR OTHER REASON, WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, OR AS A RESULT OF YOUR SALE OR USE OF THE PRODUCT. SOME STATES DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU:

COALA LIFE MAKES NO WARRANTY, EXPRESS OR IMPLIED, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOM OR OTHERWISE. THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED BY STATUTES OR OTHERWISE ARE HEREBY EXPRESSLY DISCLAIMED.

This Limited Warranty shall be void if the Product has been misused, neglected, improperly handled, altered, abused or used for any purpose other than the one for which it was manufactured or if the Product's failure to conform to the Limited Warranty was due in whole or in part to conditions beyond the control of Coala Life. This Limited Warranty shall also be void, and Coala Life assumes no liability, with respect to the Product altered in anyway or otherwise not used consistent with applicable Product Instruction for Use. This Limited Warranty does not cover normal wear and tear.

This Limited Warranty does not apply to any mobile device or the cellular and/or other network or system on which the Product operates. Therefore, Coala Life will not accept any responsibility under this Limited Warranty for the operation, availability, coverage, services or range of the cellular or other network system.

The exclusions and limitations set out above are not intended to, and should not be construed so as to contravene mandatory provisions of applicable law. If any part or term of this Limited Warranty is held to be illegal, unenforceable or in conflict with applicable law by a court competent jurisdiction, the validity of the remaining portions of the Limited Warranty shall not be affected, and all rights and obligations shall be construed and enforced as if this limited warranty did not contain the particular part or term held to be invalid.

### How Does State Law Apply?

This Limited Warranty is governed by and will be construed in accordance with the laws of the State of California, exclusive of its conflict of laws principle.

### Limitation of Remedies

THE REMEDIES IN THIS LIMITED WARRANTY ARE YOUR SOLE AND EXCLUSIVE REMEDIES.

Agents or employees of Coala Life are not authorized to make any modification, extension, or addition to this Limited Warranty.

### Responsibility

Our responsibility for the Coala service is governed by applicable laws. Otherwise, we are responsible only for breach of these conditions and for a total amount equivalent to your annual fee for Coala service, unless of serious negligence or willful conduct. The restrictions do not apply to the extent that they would restrict your rights under mandatory constitution.

### Grounds for Relief

If the fulfillment of our commitments is substantially obstructed or prevented due to circumstances beyond our control, such as labor disputes, fire, lightning, terrorist attacks, changed constitution, government intervention and failure or delay in subcontracting services due to circumstances specified herein, shall this constitute grounds for liberation which entails the advancement of the date of performance and relief from damages and other penalties. However, this shall not limit your rights under the Consumer Act or other mandatory constitution.

### Messages

Notifications to us should be sent to info@coalalife.com. Notifications to you will be sent (i) to the e-mail address or postal address you specified or (ii) by publishing on the Website.

### Immaterial rights

We own all intellectual property rights to the Website, The Coala system and all material posted on the Website. These works are protected by copyrights, patents and all such rights are reserved. You may, for personal use, print a copy and download extracts of pages on the Website. However, you may not use any portion of our copyrighted material for commercial purposes without first obtaining a license from us or our licensor. Through the Coala service you give us an irrevocable right to quote the comments about us, the Coala service, the Coala App application or the Coala Heart Monitor that you submit on Website, Blog or Social Media, and use the quotes on our website, on social media and in other marketing.

### Additions and changes

We may, from time to time, make additions to and changes to these Terms of use. You are bound to the terms and conditions at the time you applied for the Coala service unless we notify you of any changes or additions and you do not within 60 days from the date of such notice, notifying Coala Life that you do not accept such amended terms (the Coala service immediately expires).

### Transfer of rights and obligations

You may not transfer your rights or obligations under the Coala service without our prior written consent. However, we may transfer our rights and obligations regarding your Coala service at any time during the use of the service.

### Applicable law and dispute

To the fullest extent permitted pursuant to applicable law, these Terms are governed by the laws of the State of California without regard to conflict of law principles.

### Subcontractors.

You hereby consent to Coala Life's engagement of third parties (including Coala Life's affiliates) to perform, or support the performance of, all or any portion of the Coala service or the Coala website.

### Prohibited Conduct.

By using the Coala service you agree not to:

- use or access the Coala service (a) from a jurisdiction where such use or access is not authorized, (b) for any illegal purpose, or (c) in violation of any local, state, national, or international law;
- conduct activities that may be harmful to others or that could damage Coala Life's reputation;
- violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third-party intellectual property right, or disclosing personal information about another person;
- post, upload, or distribute marketing or advertising links or content, or any User Content or other content that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate;
- use scrapers, robots, or other data gathering devices on or through the Coala service, or frame or otherwise provide the Coala service to third parties without Coala Life's permission;
- interfere with security-related features of the Coala service, including by: (a) disabling or circumventing features that prevent or limit use or copying of any content; or (b) reverse engineering, decompiling, or otherwise attempting to discover the source code of any portion of the Service, including the app(s), except to the extent that such activity is expressly permitted by applicable law notwithstanding this restriction;
- interfere with the operation of the Coala service or any user's enjoyment of the Coala service, including by: (a) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (b) making any unsolicited offer or advertisement to another user of the Coala service; (c) attempting to collect personal information, including without limitation ECG data or other health information, about another user or third party without their consent; or (d) interfering with or disrupting any network, equipment, or server connected to or used to provide the Coala service, or violating any regulation, policy, or procedure of any such network, equipment, or server;
- perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, accessing any other Coala service or account without permission, or falsifying your account registration information;
- modify, translate, or create derivative works, adaptations or compilations of, or based on, the Coala service or part thereof, or use, copy or reproduce the Coala service or any part thereof other than as expressly permitted in these Terms;
- assign, sublicense, lease, sell, grant a security interest in, or otherwise transfer the access granted under these Terms or any right or ability to view, access, or use any Material.