

User Agreement

1. In General

1.1

These terms and conditions apply between Medifactia AB, a company registered under the laws of Sweden, registration number 556919-4409, ("Medifactia") and the person that registers as account holder ("Account Holder") for an account ("Account") and associated services on the web site for the Account Holder that Medifactia makes available at medifactia.cloudapp.net as well as applications for iOS and Android ("Web Site"). These terms and conditions also apply to use of the Web Site by health care providers within the Account Holder's organization ("Health Care Provider").

1.2

This Agreement becomes effective when the Account Holder has registered the Account on the Web Site. By registering, the Account Holder thereby agrees to the Web Sites terms and conditions as they may be amended from time to time.

1.3

The applicable terms and conditions as well as instructions, policies and other information regarding this application is available on the Web Site.

1.4

The Web Site may only be used in conjunction with examinations and health care measures conducted with Medifactias Transit-Pellets™ radiopaque markers. Use of other products constitutes a breach of this Agreement.

2. The Account and the Web Site

2.1

Registering the Account and logging on is conditioned on the prior approval of the Account Holder by Medifactia.

The Web Site is currently free of charge for users of Transit-Pellets™ radiopaque markers. Medifactia reserves the right to institute fees in the future for use of the Web Site.

3. Account Holder's Obligations

3.1

The Account Holder designates an Administrator ("Administrator"). The Administrator creates subaccounts that can be used by the Health Care Provider. A subaccount may only be used by the Health Care Provider that the Account is registered for and may not be transferred to another person. The Account Holder is responsible for the proper use of the Account and subaccounts. By using the subaccount, the Health Care Provider agrees to the terms and conditions as may be amended from time to time for use of the Web Site.

3.2

The Account Holder shall ensure that the Account and subaccounts and the Web Site is used in accordance with this Agreement, the terms and conditions set forth on the Web Site as well as applicable laws and regulations. The Account Holder is responsible for the information that the Account Holder or Health Care Provider publishes on or via the Web Site and is therefore solely responsible for the content.

3.3

By creating the Account on the Web Site, the Account Holder confirms and agrees to the technical specifications, conditions and limitations in the Web Site as set forth by Medifactia's service and product descriptions as they may be amended from time to time regarding the Web Site, which are available on the Web Site.

3.4

By opening the Account on the Web Site, the Account Holder confirms and agrees that the contact information provided can be used by Medifactia to contact the Account Holder via email and notice transmission with information and offers. The Account Holder may request to cease receiving such communications. Medifactia is

obligated to promptly implement any such request from the Account Holder.

3.5

The Account Holder shall ensure that the contact information provided at the commencement of this Agreement is accurate and is responsible for keeping its profile current and accurate. Changes shall be notified to Medifactia promptly via email to info@medifactia.se or by telephone +46 (0) 8-460 072 06.

4. Medifactia's Obligations and Limitations on Liability

4.1

Subject to the limitations of liability set forth in this section, Medifactia agrees to a) make the Web Site available as set forth below; and b) store and make available the Account Holder's examination results and information that the Account Holder or Health Care Provider uploads.

4.2

Medifactia is not liable for loss of data.

4.3

Medifactia is not liable for content on web sites that are linked to or from the Web Site.

4.4

Medifactia is not liable for disruption of availability caused by: a) defects in the Account Holder's hardware/equipment, connected network or defects in third-party software that Medifactia, despite best efforts to address or circumvent, cannot correct the problem; b) other circumstances that the Account Holder is responsible for according to this Agreement; c) virus or other attacks on security that occur notwithstanding Medifactia's reasonable security measures; or d) circumstances that constitute force majeure as described below.

4.5

Disruptions or defects of the Web Site's availability shall be reported promptly to Medifactia via info@medifactia.se or telephone +46 (0) 8-460 072 06. (between 8.00 and 17.00 weekdays, except for Swedish national holidays).

4.6

Medifactia is not liable for defects caused by the Account Holder or circumstances for which the Account Holder is responsible. Further, Medifactia is not liable for any personal injury or other consequences that can be the result, directly or indirectly, of use or misuse of information that is provided, presented or otherwise referred to on the Web Site. Medifactia's liability in all events is limited to compensation for proven direct losses and limited to a maximum amount of twelve thousand (12 000) Swedish kronor. Medifactia is therefore not liable for consequential damages, loss of profits, loss of savings or indirect damages.

4.7

Medifactia is solely a technical aid and Medifactia shall not be deemed in any way to be a health care provider. Medifactia is therefore not responsible for examinations or health care treatments performed by the Health Care Provider. As set forth above, use of the Web Site and information published or made available by Medifactia on the Web Site are strictly aids to medical advice and is *not intended to be a substitute for the Health Care Provider's judgment, diagnosis or treatment. Medifactia does not have the responsibility of a Health Care Provider.*

4.8

Medifactia is not liable for third-party misuse of the Account or for any related consequences or damages.

4.9

Examination results generated by Transit-Pellets™ GI Monitoring System are based on studies of persons 18 years or older. Transit-Pellets™ GI Monitoring System should therefore not be used for persons under 18 years since the values may be misleading.

4.10

Due to the service's technical composition, the Web Site and service is limited to certain specific symptoms, which shall be set forth on the Web Site and may be amended from time to time.

4.11

Medifactia is not liable for comments or information that the Health Care Provider may upload to the Web Site. If the Health Care Provider chooses to upload information subject to personal data laws (GDPR), the Health Care Provider is responsible for securing necessary consents.

4.12

Transit-Pellets™ GI Monitoring System generate comments based on the examination results. These comments may in some cases indicate a medical condition. Please note that other medical conditions may be present other than those indicated by the comments. Likewise, certain treatments may be suggested. Please note that the Health Care Provider is responsible for making an independent analysis of the results and the Health Care Provider is solely responsible for proper diagnosis and treatment.

5. Intellectual Property Rights

5.1

Property rights, copyright, and other rights to Medifactia's trademark, trade name, and Web Site as well as all documents that are used or made available by Medifactia on the Web Site, such as but not limited to these terms and conditions, are the sole property of Medifactia (or Medifactia's licensor as the case may be). Medifactia reserves the exclusive right to use the aforementioned material. All copying, modifying, transfer and/or other use of Medifactia's material that is not expressly permitted by this Agreement or Medifactia's instructions as may be communicated from time to time is prohibited. The Account Holder hereby confirms and agrees that unauthorized use of Medifactia's intellectual property rights, in addition to being a breach of this Agreement, may constitute criminal acts.

5.2

Intellectual property rights that may arise for the result of Medifactia's Web Site and/or other services provided to the Account Holder, shall accrue solely to Medifactia. Such exclusive right includes the right to freely modify, transfer or lease such rights.

6. Unauthorized use and information

6.1

Medifactia reserves the right to, without prior notice to the Account Holder at any time and without liability for possible consequences to others, remove information from the Web Site, close the Account Holder's Account or take other measures due to Account Holder's, Administrator's or Health Care Provider's breach of this Agreement or terms and conditions for use of the Web Site. In such case, Medifactia is also entitled to terminate this Agreement pursuant to section 7.2 below and also resort to any other remedy available by law.

6.2

If the Account Holder, Administrator or Health Care Provider breach this Agreement or applicable law, or use the Web Site in an unlawful manner, the Account Holder is liable to compensate and hold harmless Medifactia from all damages and losses suffered as a result of such action (including but not limited to legal fees, litigation costs and claims from third parties).

7. Term and Termination

7.1

This Agreement shall commence upon registration by the Account Holder with Medifactia and continue unless and until terminated by either party. The Account Holder may terminate the Agreement with immediate effect. In such case, Medifactia shall promptly close the Account and remove all information relating to the Account Holder.

7.2

Medifactia may terminate the Agreement with immediate effect if the Account Holder violates these terms and

conditions. In such case, the Account will be closed, and the Agreement will be terminated. Information regarding the Account Holder will be promptly removed.

7.3

If the Account Holder is barred from the Account in accordance with this section, said Account Holder shall not re-register or register a new Account without Medifactia's consent.

8. Product and Service Development and Changes in Terms and Conditions

8.1

Medifactia reserves the right to change the scope and function of the Account and the Web Site. Product and service development can, for example, regard layout, content, service or functionality. Such changes shall be notified via the Web Site and/or email. The terms and conditions for this Agreement as modified from time to time are available on the Web Site.

8.2

The Account Holder may terminate this Agreement with immediate effect if Medifactia's changes in the Web Site or the Agreement impose substantial hardship on the Account Holder and in such case shall be refunded any prepaid fees.

9. Force Majeure

Medifactia is not liable for damages caused by strikes, fire, official acts, labour disputes, accidents, defects or delays attributable to subcontractors, disruptions in public transportation or other circumstances beyond Medifactia's control that Medifactia could not reasonably anticipate and consequences which Medifactia cannot reasonably avoid or address. If such circumstance as is described herein continues for a period exceeding one (1) month, each party is entitled to terminate this Agreement with immediate effect. The Account Holder shall in such case be reimbursed for any payments made in advance.

10. Notices

See sections 3.4 and 3.5.

11. Data Protection

11.1

The Account Holder, Administrator and Health Care Provider hereby consent to Medifactia's collecting and processing personal data that is provided in connection with concluding this Agreement, registering the Account and subaccounts as well as use of the Web Site. Such personal data consists of for example name, address, telephone number, email address, any published examination results as well as descriptions of symptoms and IP address and will be processed to enable Medifactia to communicate by text message and/or email and otherwise provide services in accordance with this Agreement.

11.2

Personal data will be processed for as long as this Agreement remains in effect.

11.3

Medifactia is data controller for the personal data provided. The Account Holder, Administrator, and Health Care Provider can at any time request from Medifactia access and receive information concerning what personal data is being processed, correct any inaccuracies, request that personal data be deleted or limit processing of personal data. Such requests can be sent to Medifactia at info@medifactia.se.

11.4

Personal data may be transferred to other countries within EU and EES since Medifactia retains services of third parties outside of Sweden. Transfer of personal data can in rare instances be transferred to countries outside of EU and EES on condition that (i) the recipient is listed as a company that satisfies EU's "Privacy Shield" regulations; or (ii) Medifactia has executed EU's standard agreement with the recipient to ensure that EU's protection regulations are observed to the greatest extent possible.

11.5

The Account Holder, Administrator and Health Care Provider may refer complaints to Sweden's Data Protection Agency or other relevant authority in the event processing of personal data does not satisfy legal requirements.

12. Miscellaneous

12.1

The Account Holder may not transfer or assign this Agreement as well as rights and/or obligations under this Agreement to another party.

12.2

Medifacta is entitled to retain services of subcontractors to perform its obligations under this Agreement.

13. Disputes

Disputes that arise out of this Agreement shall be finally resolved by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitration panel shall consist of one arbitrator. The arbitration shall take place in Gothenburg, Sweden. The proceedings shall be in the Swedish language. Swedish domestic law without reference to choice of law principles shall be applied.