

## SOFTWARE END-USER LICENCE AGREEMENT

VERSION 1.0

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**PLEASE READ CAREFULLY BEFORE DOWNLOADING THE SOFTWARE FROM THIS WEBSITE. You should print or save a copy of this EULA for future reference from the 'manage my preferences' area of the Software**

This end-user licence agreement (**EULA**) is a legal agreement between you (**End-user** or **you**) and Omron Healthcare Europe B.V., (**Licensor, us** or **we**) for the use of:

- the Bi-LINK website ("bi-link.omron.com") and Bi-LINK software (**Software**); and
- online or electronic documents, including but not limited to instruction manuals (**Documents**).

We licence use of the Software and Documents to you on the basis of this EULA and subject to any rules or policies applied by any appstore provider, such as but not limited to the iTunes Store or Google Play Store, or by incorporated third party software providers such as but not limited to Silicon Laboratories Inc. (**Third Party Rules**). We do not sell the Software or Documents to you. We remain the owners of the Software and Documents at all times.

By clicking the "**Accept**" button below YOU AGREE to the terms of this EULA which will bind you. The terms of this EULA include, in particular, a disclaimer clarifying that the Software does not provide medical advice (section 1.6), limitations on liability (section 6) and the privacy and cookie policy as attached to this EULA as Annex 1.

By clicking the "**Accept**" button below YOU AGREE that we may collect and process the following data, including HEALTH RELATED DATA, for the purpose set out below.

If you do NOT AGREE to the terms of this EULA, we will not license the Software and Documents to you and you cannot register as an End-user and you should stop the downloading process now by clicking on the "Cancel" button below. In this case the downloading process will terminate.

### **What information we may collect from you:**

- Information that you provide by filling in forms or other spaces dedicated for such information when registering for the Software and the services accessible through the Software, such as your name and your email address, user name, password and date of birth;
- Information, including but not limited to HEALTH RELATED DATA, that you upload by connecting an Omron device to the Software or that you provide by manually filling in forms or other spaces dedicated for such information, such as your age, gender, height, smoker or nonsmoker, hours of exercise per week, pulse, blood pressure, (ir)regular heartbeat, the total number of aerobic steps and other steps taken, aerobic walking time, calories burned, fat burned, blood glucose levels, whether the blood glucose measurement was taken before or after a meal, body fat percentage, body weight, skeletal muscle percentage, visceral fat level, BMI, resting metabolism, the time and date of measurement and the targets you set related to this data;

- Details of your usage of the Software and the resources that you access.
- Details about your browser language settings and IP address, if available. This information will not be stored in connection with the personal user data you provided.

#### **Use made of the information:**

We may use the collected information about you in the following ways:

1. To enable you to upload, store and track Omron device data and manually entered data, including data related to your health, as set out above;
2. To enable you to set targets related to the uploaded and manually provided information, including the data related to your health, and check progress to watch these targets;
3. To improve the content of the Software to provide and improve functionality as set out under 1 and 2 above in order to tailor the Software better to the End user's needs;
4. To analyse de-identified, aggregated (health) data to understand usage trends and health data trends that can potentially lead to development of new products and services;
5. To make sure that content from the Software and the services provided through the Software is presented in the most effective manner for you and for your Devices. Your browser language settings and IP address will only temporarily be stored for security and log in purposes and to present the Software in the language of your browser, if available.
6. To carry out our obligations arising from this EULA.
7. To notify you about changes to the Software or the services provided through the Software.

#### **FURTHER CONTENTS OF THIS EULA:**

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#### **ANNEX 1      PRIVACY AND COOKIE POLICY**

## AGREED TERMS

### 1. ACKNOWLEDGEMENTS

- 1.1 The terms of this EULA apply to the Software, the Documents and any of the services accessible through the Software (**Services**), including any updates or supplements to the Software, Documents or any of the Services, unless they come with separate terms, in which case those terms apply.
- 1.2 We may change these terms at any time by notifying you of a change when you next start or use the Software. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the Services. If you cannot accept any new terms you will not be able to use the Services any longer.
- 1.3 From time to time updates to the Software may be issued through the appstore provider or the website [www.bi-link.omron.com](http://www.bi-link.omron.com) (**Website**). Depending on the update, you may not be able to use the Services until you have downloaded or streamed the latest version of the Software and accepted any new terms. However, even if the information, Software or Services are outdated, we are under no obligation to update the Software or Services.
- 1.4 Before registering and or downloading the Software, you are requested to create your personal Bi-LINK user account existing of a user name and password as part of our security procedures. You must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any personal user account and delete the data which you uploaded to the Software if in our opinion you have failed to comply with any of the provisions of these EULA.
- 1.5 We process information about you in accordance with our privacy and cookie policy. The terms of our privacy and cookie policy from time to time, as attached as Annex 1 to this EULA and also available at the Website (**Privacy Policy**), are incorporated into this EULA and apply to the Software and the Services. Additionally, by using the Software and/or any Services, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using the Software or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.
- 1.6 YOU UNDERSTAND THAT THE SOFTWARE, SERVICES AND DOCUMENTS ARE PROVIDED 'AS IS' AND NOT INTENDED TO AMOUNT TO ANY ADVICE, INCLUDING BUT NOT LIMITED TO MEDICAL ADVICE, OR FOR DIAGNOSTIC PURPOSES ON WHICH RELIANCE SHOULD BE PLACED. WE ARE NOT A MEDICAL CARE PROVIDER AND DO NOT PROVIDE MEDICAL ADVICE. THE SOFTWARE, SERVICES AND DOCUMENTS ARE NOT INTENDED TO BE RELIED UPON IN LIEU OF MEDICAL TREATMENT OR ADVICE BY A TRAINED MEDICAL CARE PROVIDER. ALWAYS CONSULT YOUR DOCTOR OR OTHER HEALTHCARE PROFESSIONAL WITH ANY QUESTIONS REGARDING ANY

MEDICAL CONDITION, OR FOR SPECIFIC GUIDANCE REGARDING NUTRITION OR PHYSICAL ACTIVITY.

- 1.7 The Software or any Services may contain links to other independent third-party websites (**Third-party Sites**). Third-party Sites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). You will need to make your own independent judgement regarding your interaction with any Third-party Sites, including the purchase and use of any products or services accessible through them.
- 1.8 Any words following the terms **including, include, in particular** or **for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

## **2. GRANT AND SCOPE OF LICENCE**

- 2.1 In consideration of you agreeing to abide by the terms of this EULA, we grant you a non-transferable, non-exclusive licence to use the Software and the Services on your internet accessible devices such as computer(s) and/or smartphone(s) (**Devices**) , subject to these terms, the Documents, the Privacy Policy, the Terms of Use and the Third Party Rules, incorporated into this EULA by reference. We reserve all other rights.
- 2.2 You may:
- (a) download a copy of the Software onto your Devices and to view, use and display the Software and Services on the Devices for your personal purposes only; and
  - (b) use the Documents for your personal purposes only.

## **3. LICENCE RESTRICTIONS**

Except as expressly set out in this EULA or as permitted by any local law, you agree:

- (a) not to copy the Software or Documents except where such copying is incidental to normal use of the Software, or where it is necessary for the purpose of back-up or operational security;
- (b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software or Documents;
- (c) not to make alterations to, or modifications of, the whole or any part of the Software or Documents, or permit the Software or Documents or any part of it to be combined with, or become incorporated in, any other programs;
- (d) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Software or attempt to do any such thing except to the extent that such actions cannot be prohibited under local law, if applicable, provided that the information obtained by you during such activities:

- (i) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
  - (ii) is not used to create any software that is substantially similar to the Software;
- (e) to keep all copies of the Software and Documents secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software or Documents;
- (f) not to provide or otherwise make available the Software in whole or in part (including object and source code), in any form to any person without prior written consent from us; and
- (g) to comply with all technology control or export laws and regulations that apply to the technology used or supported by the Software, Documents or any of the Services (**Technology**).

#### **4. ACCEPTABLE USE RESTRICTIONS**

You must:

- (a) not use the Software, Documents or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Software, any Service or any operating system;
- (b) not infringe our intellectual property rights or those of any third party in relation to your use of the Software, Documents or any Service (to the extent that such use is not licensed by this EULA);
- (c) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Software, Documents or any Service;
- (d) not use the Software, Documents or any Service in a way that could interfere with other users or damage, disable, overburden, impair or compromise our systems or security or those of any third party in relation with the Software, Documents or Service; and
- (e) not attempt to decipher any transmissions to or from the servers running the Software or any Service.

#### **5. INTELLECTUAL PROPERTY RIGHTS**

- 5.1 You acknowledge that all intellectual property rights in the Software, the Documents and the Technology anywhere in the world belong to us or our licensors, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software, the Documents, the Services or the Technology other than the right to use each of them in accordance with the terms of this EULA.
- 5.2 You acknowledge that you have no right to have access to the Software in source-code form.

- 5.3 Any data, comments or materials you have sent through the Software or sent to us via the support contact details asset out in section 6, including feedback data, such as questions, comments, suggestions, or the like (**Feedback**), shall be deemed to be non-confidential and non-proprietary. We shall have no obligation of any kind with respect to such Feedback and shall be free to reproduce, use, disclose, exhibit, display, transform, create derivative works and distribute the Feedback to others without limitation, except for personal data which might be included in the Feedback and which will only be used to contact you on any questions you might have or to resolve any issues you might experience in using the Software. Furthermore, we shall be free to use any ideas, concepts, know-how or techniques contained in such Feedback for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products incorporating such Feedback. You are prohibited from posting or transmitting to or from the Software any Feedback:
- that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;
  - for which you have not obtained all necessary licences and/or approvals; or
  - which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in the Netherlands or any other country in the world.

## **6. LIMITATION OF LIABILITY AND INDEMNIFICATION**

- 6.1 You acknowledge that the Software, Services and Documents have not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Software and Services meet your requirements.
- 6.2 We only supply the Software, Documents and Services for domestic and private use. You agree not to use the Software, Documents and Services for any commercial, business or resale purposes.
- 6.3 Use of and access to the Software and Services is permitted on a temporary basis, and we reserve the right to withdraw or amend Software and the Services without notice. From time to time, we may restrict access to some parts of the Software or Services, the entire Software, or to users who have registered with us. We will not be liable if for any reason the Software or any of the Services is unavailable at any time or for any period.
- 6.4 THE SOFTWARE, SERVICES AND DOCUMENTS ARE PROVIDED WITHOUT ANY GUARANTEES, CONDITIONS OR WARRANTIES AS TO ITS ACCURACY. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR DEVICES, COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SOFTWARE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT. FURTHERMORE, TO THE EXTENT PERMITTED BY LAW, WE, OTHER MEMBERS OF OUR GROUP OF COMPANIES AND THIRD PARTIES CONNECTED TO US HEREBY EXPRESSLY EXCLUDE:

- a.) ALL GUARANTEES, CONDITIONS, WARRANTIES AND OTHER TERMS WHICH MIGHT OTHERWISE BE IMPLIED;
- b.) ANY LIABILITY FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE INCURRED BY ANY USER IN CONNECTION WITH THE SOFTWARE, DOCUMENTS OR SERVICES OR IN CONNECTION WITH THE USE, INABILITY TO USE, OR RESULTS OF THE USE OF THE SOFTWARE, DOCUMENTS OR SERVICES AND ANY MATERIALS POSTED ON IT, INCLUDING BUT NOT LIMITED TO:
  - i. LOSS OF INCOME OR REVENUE;
  - ii. LOSS OF BUSINESS;
  - iii. BUSINESS INTERRUPTION;
  - iv. LOSS OF BUSINESS OPPORTUNITY;
  - v. LOSS OF PROFIT OR CONTRACTS;
  - vi. LOSS OF ANTICIPATED SAVINGS;
  - vii. LOSS OF DATA;
  - viii. LOSS OF GOODWILL;
  - ix. WASTED MANAGEMENT OR OFFICE TIME;

WHETHER CAUSED BY BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THIS DOES NOT AFFECT OUR LIABILITY IN CASE OF HARM TO YOUR LIFE, BODY AND/OR HEALTH AND OUR LIABILITY IN CASE OF INTENT GROSS NEGLIGENCE.

- 6.5 OUR MAXIMUM AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS EULA (INCLUDING ANY USE OF ANY OF THE SERVICES) WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE LIMITED TO € 10.000.
- 6.6 YOU AGREE TO INDEMNIFY, DEFEND AND HOLD LICENSOR HARMLESS FROM ANY LIABILITY, LOSS, CLAIM AND EXPENSE, INCLUDING REASONABLE ATTORNEY FEES AND EXPENSES, RELATED TO YOUR VIOLATION OF THESE EULA OR YOUR USE OF THE SOFTWARE, DOCUMENTS OR SERVICES.

## **7. TERMINATION**

- 7.1 We may terminate this EULA immediately and without incurring any liability by written notice to you:
  - (a) if you commit a material or persistent breach of this EULA which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so;
  - (b) if you breach any of the Licence Restrictions or the Acceptable Use Restrictions; and
  - (c) if we decide in our sole discretion to no longer support the Software and/or Services and close the Software indefinitely.
- 7.2 On termination for any reason:
  - (a) all rights granted to you under this EULA shall cease;

- (b) you must immediately cease all activities authorised by this EULA, including your use of any Services; and
- (c) you must immediately delete or remove the Software from all Devices, and immediately destroy all copies of the Software and Documents then in your possession, custody or control and certify to us that you have done so;
- (d) and thereafter, you remain bound by the sections that by their nature or intended character can survive expiration or termination of this EULA, such as, but not limited to section 1, 5, 6, 10 and this section.
- (e) we will delete your user account and any data which you uploaded to the Software.

## 8. COMMUNICATION BETWEEN US

- 8.1 If you have any concerns about the Software, the Services or Documents, if you have any questions, comments and requests regarding this EULA or if any condition in this EULA requires you to give us notice in writing, then please contact us through e-mail to: [info.omronhealthcare@eu.omron.com](mailto:info.omronhealthcare@eu.omron.com) or through regular mail to: Omron Healthcare Europe B.V., Marketing and Communication Department, Scorpius 33, 2132LR, Hoofddorp, The Netherlands. We will confirm receipt of this by contacting you in writing, normally by e-mail.
- 8.2 If we have to contact you or give you notice in writing, we will do so by e-mail to the address you provided to us when creating your personal user account necessary for the use of the Software.

## 9. EVENTS OUTSIDE OUR CONTROL

- 9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this EULA that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks (**Event Outside Our Control**).
- 9.2 If an Event Outside Our Control takes place that affects the performance of our obligations under this EULA:
  - (a) our obligations under this EULA will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
  - (b) we will use our reasonable endeavours to find a solution by which our obligations under this EULA may be performed despite the Event Outside Our Control.



## **10. OTHER IMPORTANT TERMS**

- 10.1 We may transfer our rights and obligations under this EULA to another organisation, but this will not affect your rights or our obligations under this EULA.
- 10.2 You may only transfer your rights or obligations under this EULA to another person if we agree in writing.
- 10.3 If we fail to insist that you perform any of your obligations under this EULA, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 10.4 Each of the conditions of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

## **11. APPLICABLE LAW AND JURISDICTION**

- 11.1 PLEASE NOTE THAT THIS EULA, ITS SUBJECT MATTER AND ITS FORMATION, ARE GOVERNED BY THE LAWS OF THE NETHERLANDS. YOU AND WE BOTH AGREE THAT THE COURTS OF THE NETHERLANDS WILL HAVE EXCLUSIVE JURISDICTION.

This agreement has been entered into on the date you click the "Accept" button below.

## PRIVACY AND COOKIE POLICY

Omron Healthcare Europe B.V. and its affiliated companies within the EMEA region (“**we**” or “**Omron**”) are committed to protecting and respecting the privacy of any person (“**you**”) who makes use of the Software as defined below. This policy (together with our End User License Agreement and any other documents referred to in it) sets out what (kind of) information we collect from you or that you provide to us, how it is handled, with whom it may be shared and what choices you have regarding the use of your information. By accessing any part of any of the Bi-LINK website bi-link.omron.com (**Website**) or using the Bi-LINK software (hereinafter together the “**Software**”) or by accepting the End User License Agreement (**EULA**) you shall be deemed to have accepted and consented to the terms of this privacy and cookie policy in full.

### What information we may collect from you:

- Information that you provide by filling in forms or other spaces dedicated for such information when registering for the Software and the services accessible through the Software, such as your name and your email address, user name, password and date of birth;
- Information, including but not limited to HEALTH RELATED DATA, that you upload by connecting an Omron device to the Software or that you provide by manually filling in forms or other spaces dedicated for such information, such as your age, gender, height,, smoker or nonsmoker, hours of exercise per week, pulse, blood pressure, (ir)regular heartbeat, the total number of aerobic steps and other steps taken, aerobic walking time, calories burned, fat burned, blood glucose levels, whether the blood glucose measurement was taken before or after a meal, body fat percentage, body weight, skeletal muscle percentage, visceral fat level, BMI, resting metabolism, the time and date of measurement and the targets you set related to this data;
- Details of your usage of the Software and the resources that you access.
- Details about your browser language settings and IP address, if available. This information will not be stored in connection with the personal user data you provided.

### Cookies

The Software uses cookies to distinguish you from other users of the Software. A cookie is a small file that is sent together with pages of the Software and stored by your web browser on your Device. If a cookie has been stored, the information contained therein can be sent back to our servers during your next use of the Software. This helps us to provide you with a good experience when you use the Software and also allows us to improve it.

#### *Permanent cookies*

By using permanent cookies we can recognize you at your use of the Software. We use a permanent cookie (“\_\_NIS”) that stores an account identifier on the ‘log in’ page so that it is easier for you to log in to the Software in the future. Using the log out function in the Software will permanently delete this cookie, unless you have ticked ‘Remember me’ Permanent cookies can also be deleted via the settings of your web browser.

#### *Session cookies*

We use a session cookie (“\_\_BiLINK”) to remember your login details whilst you are using the Software, making it possible for you to navigate within the Software without the need to constantly re-login at each page. Without this cookie, functionality of the Website and the

Software will be significantly impaired. This session cookie is automatically deleted every time you close your web browser.

We do not monitor which parts of the Website you have viewed during a visit.

#### *Tracking cookies*

We currently do not make use of any tracking cookies which could enable us to monitor whether you also visited other websites within our network.

#### *More information on cookies*

More information with regard to activation, deactivation and deletion of cookies can be found in the instructions via the help-functionality of your web browser. Furthermore, on the following website more information on cookies can be found: Your Online Choices: "A guide to online behavioral advertising" ([www.youronlinechoices.com](http://www.youronlinechoices.com)).

#### **Social media banner**

On the Website a banner is included that refers to Twitter. This banner functions by means of a programming code of Twitter. If you click on the banner, cookies may be stored on your computer. This is not within our control. Please read the privacy statements of Twitter, which may be updated frequently, to understand how they process your data acquired via these cookies.

#### **Responsible for data provided to us**

The Software is owned and operated by Omron Healthcare Europe B.V. All the data you provide us through the Software will be held in a database controlled by Omron Healthcare Europe B.V. The data will be processed by Numera and stored on Amazon secured data servers in the European Union.

Unfortunately, the transmission of information via the internet is not completely secure.

Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to the Software; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorized access.

#### **Use made of the information:**

We may use the collected information about you in the following ways:

- To enable you to upload, store and track Omron device data and manually entered data, including data related to your health, as set out above;
- To enable you to set targets related to the uploaded and manually provided information, including the data related to your health, and check progress to watch these targets;
- To improve the content of the Software to provide and improve functionality as set out under 1 and 2 above in order to tailor the Software better to the End user's needs;
- To analyse de-identified, aggregated (health) data to understand usage trends and health data trends that can potentially lead to development of new products and services;
- To make sure that content from the Software and the services provided through the Software is presented in the most effective manner for you and for your Devices. Your browser language settings and IP address will only temporarily be stored for security and log in purposes and to present the Software in the language of your browser, if available.
- To carry out our obligations arising from this EULA.
- To notify you about changes to the Software or the services provided through the Software.

If you contact us to report a problem or otherwise, we may keep a record of that correspondence and of your email address or other contact details. We may also ask you to complete surveys that we use for research purposes, although you do not have to respond to them.

### **Disclosure of your information**

You agree that we may disclose your personal data to third parties:

- in the event that we sell or buy or otherwise transfer any business or assets, in which case we may disclose your personal data to the prospective seller, buyer or other recipient of such business or assets.
- if Omron or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- if we are under a duty to disclose or share your personal data in order to comply with any legal obligation.

### **Your rights**

If you wish to know, correct and supplement or delete or block the personal data that Omron holds about you, whether collected by the use of cookies or otherwise, or if you wish to register an objection in connection with your particular personal circumstances or if you would like to unsubscribe from any Omron mailing list, please contact us by email or by regular mail using the contact details at the bottom of this privacy and cookie policy. Within 4 weeks we will respond to your request. To prevent misuse we might ask you to adequately identify yourself. If you request access to personal data linked to a cookie, you are requested to send us a copy of the relevant cookie, which can be found via your web browser preferences. The Software may, from time to time, contain links to and from other websites. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

### **Changes to our privacy and cookie policy**

Omron may revise this privacy and cookie policy at any time at its own discretion and without notice by updating this posting. You should check the Software from time to time to review the then current privacy and cookie policy. Certain provisions of this privacy and cookie policy notice may be superseded by expressly designated legal notices or terms located on particular pages at the Software.

### **Governing law**

This privacy and cookie policy shall be governed by and construed in accordance with the laws of The Netherlands. Disputes arising in connection with this privacy and cookie policy shall be subject to the exclusive jurisdiction of the Dutch courts.

### **Contact**

Questions, comments and requests regarding this privacy and cookie policy are welcomed and should be addressed by e-mail to: [info.omronhealthcare@eu.omron.com](mailto:info.omronhealthcare@eu.omron.com) or by regular mail to: Omron Healthcare Europe B.V., Marketing and Communication Department, Scorpius 33, 2132LR, Hoofddorp, The Netherlands.

Issue date: November 2013