

MEDIFACTIA AB USERS SERVICE – Terms and Conditions (“Terms”).

PLEASE READ THIS TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING OUR CTT REPORTING SYSTEM AND RELATED WEBSITE.

Medifactia AB, a Swedish company registered under the laws of Sweden, registration number 556919-4409, (“Medifactia”), provides and makes available the “CTT Reporting System” under these Terms and Conditions (this “Agreement”). CTT Reporting System are referred to as the “Service”. As used in these Terms and Conditions, “you” or “users” refers to MEDICAL PROFESSIONALS. By using the Service and by clicking the “I Agree” button, which shall be enforceable in the same way as if you had signed the Agreement, you unconditionally agree to follow and be bound by this Agreement and our Privacy Statement. If you are not willing to accept the terms and conditions in the Agreement, you shall not access or use the Service.

The Service is currently free of charge. Medifactia reserves the right to institute fees in the future for use of the Service.

Defects or disruption of the Service availability shall promptly be reported to Medifactia via info@medifactia.com or telephone +46 (0)8 460 072 06 (between 8:00 and 17:00 weekdays, except for Swedish national holidays).

MODIFICATION OF THIS AGREEMENT

This User Agreement was last revised on October, 2021. Medifactia reserve the right to update or modify this Agreement at any time without prior notice. By continuing to use the Service after such change, you agree to follow and be bound by this Agreement as changed. For these reasons, we encourage you to periodically review this Agreement.

INTENDED AUDIENCE

The Service is of a distinctly professional nature. It is aimed at MEDICAL PROFESSIONALS such as physicians or other qualified health providers and should not be used by anyone else than MEDICAL PROFESSIONALS.

The Service is not intended for anyone under the age of 18. Further, the examination results (“Report”) generated when using the Service are based on research studies (please see www.medifactia.com). These reference values apply to individuals that are 18 years or older. The Service should therefore not be used in determining patients Colonic Transit Time on individuals under the age of 18 as the examination result may be misleading.

A prerequisite for using the Service is in conjunction of Medifactia® Transit-Pellets radiopaque markers. Use of any other radiopaque markers in conjunction when using the Service constitutes a breach of this Agreement.

The Service is limited to certain conditions. Information and instructions regarding Intended User are available on Medifactia’s website: www.medifactia.com

INFORMATION DISCLAIMER

While Medifactia uses reasonable efforts to ensure that the information is accurate and up to date, the information may contain inaccuracies or typographical errors. Medifactia reserves the right to make changes, corrections and/or improvements to the information at any time without notice. Medifactia makes no warranties or representations as to the accuracy of any of the information. Medifactia assumes no liability or responsibility for any errors or omissions in the content of the Service. ALL INFORMATION IS PROVIDED “AS IS”. MEDIFACTIA PROVIDES NO WARRANTIES ABOUT THE COMPLETENESS OR ACCURACY OF THE INFORMATION ON THIS SITE OR ITS POSSIBLE USES. CONSEQUENTLY, THE INFORMATION SHOULD BE

CAREFULLY EVALUATED BY SITE VISITORS. NEITHER MEDIFACTIA, NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE TO YOU SHALL BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES ARISING OUT OF THE ACCESS TO, USE OF OR INABILITY TO USE THE SERVICE, OR ANY ERRORS OR OMISSIONS IN THE CONTENT. Medifactia also assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect your computer equipment or other property on account of your access to or use of the information. Medifactia reserves the right to discontinue the Service at any time without notice and without liability.

YOU UNDERSTAND THAT MEDIFACTIA IS NOT PROVIDING ANY MEDICAL ADVICE OF ANY KIND. MEDIFACTIA MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER IN RESPECT OF THE SERVICE. ANY ACTIONS YOU TAKE BASED ON THE CONTENT, NOTIFICATIONS AND OTHERWISE PROVIDED BY THE SERVICE ARE TAKEN ON YOUR SOLE RISK. YOU SHOULD ALWAYS CHECK ANY INFORMATION PROVIDED THROUGH THE SERVICE TO ENSURE ITS ACCURACY.

Medifactia is not liable for loss of data. Medifactia is not liable for defects caused by the user or circumstances for which the user 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 provided, presented or otherwise referred to on the Service and associated services on the website. 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 crowns (SEK). Medifactia is therefore not liable for consequential damages, loss of profits, loss of savings or indirect damages.

TECHNOLOGY; SUPPORT

Medifactia do not warrant or guarantee that the Service will function with your mobile or computing device or be compatible with the hardware or software on any particular devices. Information will be transmitted over a medium that will be beyond our control and jurisdiction; multiple factors, including network availability, may interfere with the operation of the Service.

Without limiting the foregoing, Medifactia, our licensors, and Medifactia's suppliers make no representations or warranties about (a) the availability, accuracy, reliability, completeness, quality, performance, suitability or timeliness of the Service (b) the satisfaction of any government regulations or compliance of any software tools with regard to the Service.

Although Medifactia take reasonable measures to keep the Service free of viruses, worms, Trojan horses or other code that contain destructive properties, Medifactia do not warrant or guarantee that files available for downloading through the Service will be free of such contaminations.

USER'S RESPONSIBILITIES

The Service are designed to assist MEDICAL PROFESSIONALS in determining patients Colonic Transit Time. You are responsible for all information that you upload/register when using the Service. You are also solely responsible for making an independent analysis of the examination result, any decisions or actions you take based on the information and materials provided through the Service and responsible for proper medical condition (Indication for Use/Intended Use), diagnosis and treatment when using the Service.

If you submit any information to Medifactia through or related to the Service or send us any business information, feedback, idea, concept or invention to us by email, you shall ensure that such information is not confidential and that you have all necessary permission to submit or otherwise make available such information.

You further agree that:

- you will not reproduce, duplicate, copy, sell, resell, or exploit the Service, its content, its software or any portion of any of the foregoing;
- you will not use the Service for any purpose in violation of local, state, national or international laws;
- you will not upload/register falsehoods or misrepresentations, including with respect to any medical, sensitive healthcare information, individually identifiable information such as national identification numbers and demographic information such as birth dates; and
- you will not upload/register or transmit any content that is (or reasonable should be understood to be) libelous, defamatory, obscene, or offensive

You agree not to interfere or attempt to interfere with the proper working of the Service or disrupt the operations or violate the security of the Service. Violations of system or network operation or security may result in civil or criminal liability. Medifactia will investigate possible occurrences of such violations, and Medifactia may involve and cooperate with law enforcement authorities in prosecuting anyone involved with such violations. You agree to comply with all user responsibilities and obligations as stated in this Agreement. Non-enforcement or our failure to act with respect to a breach by you or others of this Agreement does not constitute consent or waiver, and Medifactia reserve the right to enforce such term at our sole discretion. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Nothing contained in this Agreement shall be construed to limit the actions or remedies available to us with respect to any prohibited activity or conduct.

LICENCE GRANT

Medifactia hereby grant to you a limited, non-exclusive, non-assignable, non-sublicensable license to access and use our Service, and any user guides, specifications or related documentation (the "Documentation"), subject to the terms and conditions of this Agreement. This license is only for your personal and non-commercial use and only for the term of this Agreement. To the extent not limited or restricted under any applicable law or regulation, you are granted permission to download copies of the result/report for personal, non-commercial use only.

OWNERSHIP

Medifactia and its licensors own the Service including any material or content made available through the Service, including our proprietary algorithm, and all worldwide intellectual property rights in the foregoing. Except as expressly permitted herein, you may not copy, further develop, reproduce, re-publish, modify, alter download, post, broadcast, transmit or otherwise use any material made available in the Service. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in the Service. Nothing in this Agreement grants you any right to use any trademark, service mark, logo, or trade name of ours or any third party.

INFRINGEMENT

Medifactia accept no responsibility or liability for any data registered by a user, at his solely discretion.

ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between you pertaining to the subject matter hereof. Anything contained in or delivered through the Service that is inconsistent with our conflicts with the terms of this Agreement is superseded by the terms of this Agreement. This Agreement may not be modified, in whole or in part, except as described elsewhere in this Agreement. This Agreement may be superseded by any terms agreed between an individual and Medifactia.

SEVERABILITY

If any of the provisions of this Agreement are held to be not enforceable by a court or other tribunal of competent jurisdiction, then such provisions shall be amended, limited or eliminated to the maximum extent necessary so that this Agreement shall otherwise remain in full force and effect.

MISCELLANEOUS

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

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.

CONTACTING US

All notices to Medifactia relating to the Service and/or this Agreement may be made either by email to ctt@transit-pellets.com or in writing and sent to the following address:

Medifactia AB
c/o IOFFICE BUSINESS CENTER
Kungsgatan 60
111 22 Stockholm
Sweden