



TERMS OF SERVICE

The terms of services are effective as of 2024-11-12

1 INTRODUCTION

1.1 Throughout these Terms “we”, “us”, “our” and “Evira” refer to the Evira group (hereinafter referred to as “the Evira Group”), consisting of the following companies:

Evira AB, org. nr. 559252-8995, Triewaldsgränd 2, 111 29 Stockholm, Sweden (“Evira Europe”)

Evira Ltd, company nr. 15159570, 5 Upper Montagu Street, W1H 2AG London, England (“Evira UK”)

1.2 We provide a website (the “**Website**”) with public information about our services, the Evira mobile application for treatment of patients with obesity (the “**App**”), devices that measures relative weight (the “**Devices**” or “**Evira Devices**”) and a care portal for use by healthcare professionals (the “**Care Portal**”). These are jointly referred to as (the “**Services**”).

1.3 By using our Services, you acknowledge, agree and accept, without limitation or qualification, the following terms of service (“**Terms of Service**”, “**Terms**”), including any additional terms and policies (such as the corresponding Privacy Policy, stated herein or accessible via hyperlink, as well as any applicable laws, regulations and guidelines. If you do not agree to the Terms, please stop using the Services.

2 Overview of services

2.1 Evira does not provide medical services. When you seek care from any healthcare provider that offers Evira treatment, the healthcare provider (“**Healthcare Provider**”) provides medical care to you.

2.2 Evira is CE-marked as a medical device (MDR class 1). The App is intended for use by patients and family members within pediatric obesity treatment. In the App patients can follow their relative weight progress daily, monitor adherence to set goals and communicate with their Healthcare Provider. The Care Portal is intended to be used by Healthcare professionals working at the Healthcare



Provider. In the Care Portal healthcare professionals can follow their patients, set patient goals and communicate with their patients.

- 2.3 As part of the provision of the Services, Evira offers monitoring, communication tools and guides, algorithmic analysis of treatment patterns and other features that Healthcare Providers can offer their patients as part of their daily operations (the “**Treatment**”). The Treatment is developed by Evira, and is based on evidence-based research on pediatric obesity treatment, as well as extensive experience in pediatric obesity treatment. The Treatment is individualised to the patient’s condition as specified by the Healthcare Provider in the Care Portal.

3 Registration

- 3.1 You can register for an account in the App on your own (“**App Account**”). If you are an App user and your Healthcare Provider has an agreement with Evira, they can invite you to scan a QR code or enter a code to connect your App with their Care Portal representation of you. This way you and your Healthcare Provider can start the Treatment.
- 3.2 If you are a Healthcare Professional working for a Healthcare Provider that uses the Services, you can be invited to register by your administrator through the Care Portal (“**Care Portal Account**”).
- 3.3 App Accounts and Care Portal Accounts are jointly referred to as (“**Account**”). Users of Accounts are referred to as (“**Users**”).

4 Account

- 4.1 Access to the Treatment is paid for and is conditional on an agreement between Evira and the Healthcare Provider (the “**Agreement**”). Users are not directly charged, the Healthcare Provider covers cost per its agreement with Evira.
- 4.2 If the Healthcare Provider’s contract ends, your Account will be terminated and access to the Services will be discontinued.
- 4.3 Only you have access to your Account. You can manage your Account and use functionalities available after logging in. You may also delete your own App Account inside the Services. Management of your Care Portal Account is handled by your administrator.
- 4.4 Users can manage their own accounts and are responsible for lawful and appropriate use. Accounts are personal and you cannot transfer your Account to another person.



- 4.5 Users must ensure technical compatibility, keep data updated, avoid illegal activity, and respect third-party rights. Prohibited activities include using unauthorised software and sharing malicious content.
- 4.6 Your Account may be terminated or suspended by the Healthcare Provider at any time, or by Evira if you violate the Terms or the law.
- 4.7 We reserve the right to deactivate your Account if we suspect that you have violated these Terms or the rules governing the Services, or if we have reason to believe that an unauthorised person has accessed your account, if your account is being misused, if your Account poses a risk to Evira, other users or a third party. In cases where consumer law dictates otherwise, the applicable provisions of consumer law will take precedence.

5 Technical support

- 5.1 Technical support is provided as part of a Service Level Agreement (the “**SLA**”) between Evira and your Healthcare Provider.
- 5.2 To receive technical support, please contact the Evira team through an appropriate channel according to your SLA. We will respond as soon as possible. We do not work on public holidays and non-working days in Sweden. Remember that we will never ask for your password and we do not ask you to make payments.

6 Updates and access limitations of the Services

- 6.1 Evira prioritises service delivery and security, implementing a range of technical and organisational measures to uphold these standards. However, Evira cannot guarantee continuous, uninterrupted, or secure access to the Services, as external factors may affect or disrupt service availability. Evira makes no warranties concerning the availability or functionality of the Services, as these depend on the underlying SLA between Evira and the Healthcare Provider.
- 6.2 Evira reserves the right to implement updates and new versions of the Services as we deem appropriate. We may also make any changes to the Services or its delivery, although they must not infringe upon consumer rights.
- 6.3 Evira may take actions that affect access to the Services when necessary for maintenance, technical, security, or other essential reasons. Maintenance may occasionally disrupt access, and Evira will minimise any inconvenience.
- 6.4 Evira may, at any time, terminate, suspend, or remove all or parts of the Services, including specific features, content, or user-provided materials. Evira is not liable



for any damages arising from such changes, except as required by consumer law, which will apply where relevant.

7 Intellectual Property Rights

- 7.1 Evira retains all rights, titles and interests in its software and intellectual property, except as explicitly granted in these Terms.
- 7.2 You are solely responsible for content you add, modify or remove in the Services, and Evira assumes no liability for it.
- 7.3 By using the Services, you grant Evira a worldwide, non-exclusive, royalty-free license to use your content for the duration of the Agreement and up to 18 months post-termination, for purposes like display, record-keeping, and backup. Evira does not claim ownership of your content.
- 7.4 You may not alter or remove copyright, patent or other proprietary notices in the Services, nor modify, reverse-engineer, or adapt it. These Terms do not grant you any licenses to the Services.

8 Data Protection and Privacy

- 8.1 Please refer to the Privacy Policy for details. Link available here:
<https://www.evira.se/en/privacy-policy>.

9 Evira's rights, liabilities, guarantees and obligations

- 9.1 Evira provides the Services "as is" with no implied warranties, except as required by local law. Consumer rights remain unaffected by these limitations.
- 9.2 Evira may collect anonymised data and adjust technical functions to enhance the Services without affecting quality. Anonymised data can be used to create statistical analysis reports and may be used for commercial activities. This only applies to anonymous data without any personal data.
- 9.3 Evira does not moderate User content and is not responsible for such content, or any decisions or technical issues on the User's side, nor for losses caused by user actions or unauthorised access.
- 9.4 Evira only stores data and does not alter user-provided information, unless instructed by the Healthcare Provider.

10 Force majeure



10.1 Evira is not liable for interruptions or breaches due to events beyond its control, like natural disasters or government actions.

11 Governing law

11.1 For Users in Europe, Swedish law governs these Terms. Disputes are resolved in Swedish courts or by arbitration in Stockholm, Sweden. The language shall be Swedish or English.

11.2 For Users in the United Kingdom, English law governs these Terms. Any disputes or claims arising out of or in connection with these Terms will be subject to the jurisdiction of the courts of England and Wales, or resolved through arbitration in London, England. The language shall be English.

11.3 We are open to all needs of our Users. Users are therefore encouraged to contact Evira to resolve any disputes before you decide to take legal action.

12 Miscellaneous

12.1 Evira reserves the right to revise these Terms. The date of the latest change is stated at the beginning of these Terms. If Evira introduces material changes to these Terms, we will publish these changes on <https://www.evira.se/en/terms>. The User is recommended to regularly read the Terms to be aware of any changes.

12.2 We will notify you of significant changes by electronic means. If you do not agree with the changes, you should stop using the Services immediately. If you continue to use the Services, you will agree to the new changes and you will be bound by the updated Terms.

13 Language of the Terms

13.1 The Terms are available in English and other languages. For other languages, we use machine translation from English. Machine translations may not yield perfect results, so in cases of dispute over the interpretation, the source language of English shall prevail. Please note that no potential disputes over provisions will be interpreted to the detriment of the consumer within the meaning of the law.

13.2 To submit a complaint, please email support@evira.se. Include a detailed description of the issue, noting the time and place it occurred, and, if possible, your preferred resolution. We will address the complaint as quickly as possible.

