

*November 14, 2024*

**USER AGREEMENT**

for

**FORCE HT AB**

*Force HT Concept: Mobile application and the Clinic Platform desktop software  
including Launcher application*

## USER AGREEMENT

### 1 GENERAL

- 1.1 This Agreement regulates the terms of use between the Parties with respect to the Seller's proprietary software – the Product – and the User's usage of the Product in their daily operations. The Product is defined by its ability to function as a consultation tool, with the overall purpose to educate and set expectations of the hair transplant procedure and potential results of a client. The Product should be used in the consultation practice of the clinic, at the clinic's premises or remotely. The Product should be used to map relevant donor- and receiver transplant segments, calculate areas, determine, or estimate relevant parameters and visualize potential outcomes as assessed by the User along with creating consultation reports and videos, and shall be used solely for this purpose.
- 1.2 When the Seller grants the User access to the Product upon placing an order and returning a signed Customer Agreement, the process sets forth that the User receives personal login information through an email from the Seller, where also a download link to the Product launcher and the Mobile app is provided.
- 1.3 In connection with the use of the Product, the User hereby confirms that they have read, agreed, and certifies that (i) the User has fully understood these terms of use, (ii) the User is bound by these terms of use, (iii) the User has the authority to enter into an Agreement with the Supplier personally or on behalf of his employer, (iv) the User may, without further notice, receive an updated version of the Product during the agreement period where such update is considered necessary, crucial, or vital for its' future operation. To the extent that the User does not give his/her consent to the foregoing, the User may not continue to access or use the Product.

### 2 CHANGES TO THE USER AGREEMENT

- 2.1 The Seller wishes to enlighten the fact that User must submit to the fact that the terms of *this user Agreement* may be changed at the Seller's sole discretion. In the event of such a change, the Seller intends to grant the User access to the change(s) on its website, and if necessary, through electronic communication (e-mail) to the User directly. Planned change(s) will enter into force thirty (30) days after the Seller has decided on the change in question. If the User does not agree to such changes, it has the right to immediately terminate the Agreement, rules regarding the termination of the Agreement then apply. If the User however for some reason does not express his consent therewith, his passiveness will automatically generate the appearance of a given consent.

### **3 USE OF THE SERVICE**

#### **3.1 License**

3.1.1 Provided that the User complies with the requirements and terms of use of the Product set out by the Seller, the User grants a non-exclusive, non-transferable, non-sublicensable, non-irrevocable right and license to access and use the Product in accordance with the terms of use under this Agreement.

3.1.2 The terms of use under this Agreement further stress that the User uses the Product and relevant Associated Documentation or whichever data that is accompanied therewith, in accordance with the Agreement. All rights attributable to the Product and its associated information and/or documentation, software, copyright, and other intellectual property rights solely belong to the Seller. The User thereby does not obtain any right to either the Product nor the surrounding information, documentation, or the software itself, except as expressly stated under this Agreement.

3.1.3 The User refers to the clinic in question and its employees that conduct the operations by which the Product is being used. The User/clinic in question therefore only receives access to one user-login which can then be used by all authorized employees thereto. Furthermore, the User assures that the clinic's usage of the Product is conducted by employees that are of legal age, and that the User personally, or together with a third party refrains from exercising, including but not limited to,

- I. rent, lease, copy, granting access to or sublicensing the Product to any third party or entity; and
- II. using the Product to provide, create, develop, or incorporating the Product into any other product or service; and
- III. reverse engineering, decompiling, disassembling, or otherwise attempting to obtain source code or non-public data regarding the Product; and
- IV. modifying the Service or Documentation, or attempting in any way to create an equivalent product using either of the above prohibitions; and
- V. removing or obscuring ownership or other important information belonging to the Product (including reports or data printed in connection with the Product); and
- VI. disseminating information about the performance of the Product; and

- VII. attempting to gain unauthorized access to any of the Seller's systems, networks, data, or otherwise interfering with the integrity and performance of the latter in connection with the Product, and
- VIII. any rightful or unrightful use of the Product aimed to deceive a client as a result of creating false expectations through false advertising and fraudulent consulting, or otherwise in a manner that is unethical is prohibited. For this section 4.2 also applies.
- IX. causing intentional or unintentional acts to be carried out through the interest of business under its own authority, or any other equivalent actions for the purpose of misusing the Product, or parts thereof.
- X. The User is thus strictly bound to adhere to the Seller's terms of use under this Agreement, and what is stated in the Parties' original Customer Agreement.

3.1.4 The User acknowledges that (i) all rights, titles and interests both in, and surrounding the Product – online or in documented form – provided by the Seller, and describing the Product and its use, and all patents, copyrights, trade secrets, trademarks and other proprietary rights contained therein or associated therewith, are and will remain the sole responsibility of the Seller, (ii) the Agreement does not create any right or use of the Product or Associated Documentation for the User other than what is expressed. Any acts from the User that are not aligned with these terms of use, will be sanctioned (see section 8) and treated as a violation, and (iii) the Service and Documentation are protected by the copyright laws of Sweden.

3.1.5 The Seller retains the rights to all material and intellectual property as mentioned above including such rights that may be created through the relationship between the Parties or use of the Product.

### **3.2 Precautionary measures**

3.2.1 The User is responsible for taking reasonable security measures in connection with the Product and its claims regarding hardware, software, access, services, and otherwise that the User may need in order to access the Product. It is thus the responsibility of the User to ensure the protection of keys, certificates, passwords, access codes, usernames, or other login information of sensitive nature ("Password"), provided to the User by the Seller, or in any other way generated by the User as a result of the User's use of the Product. Accordingly, the User constitutes its own entity through the clinic, by which the Users employees may share the one and same license across the workplace at one clinic location. Logins are therefore strictly personal to the clinic in question and its employees. However, it may under no circumstances be subject to exploitation by third parties with the purpose of implementing a "shared group license", or for any other similar reason

therewith. The User is fully responsible for all activities that take place through using the license and shall immediately notify the Seller in the event of unauthorized intrusion or otherwise feared and/or ongoing information leakage attributable thereto.

### **3.3 Supervision**

3.3.1 The Seller reserves the right to continuously update and test different parts of the Product. This also includes the possibility for the Seller to carry out regular checks on the aggregated User's use of the Product ("Supervision"). If it is noted that the User has conducted any violation of the Agreement and/or infringement therewith as stated above under section 3.1.3, the Seller shall initially draw the issue to the User's attention, and then consider the question of whether termination of the Agreement is in the Seller's interest. If it can be made probable that the Seller has not suffered or will suffer significant damage as a result of the irregularity, the Seller's right to terminate the Agreement is unaffected, however, the Seller's right to claim for damages shall be limited to a reasonable amount. However, if the damage caused by the breach of contract is significant, what is stated under section 7 "Breach of contract, termination and damages" shall apply.

## **4 RESPONSIBILITIES OF THE USER**

4.1 The User undertakes to ensure compliance with the terms of use and thereby prevent violations ("Abuse") of this Agreement at all costs. This includes, but is not limited to, the use of the Product for criminal or otherwise prohibited purposes. The User is liable, in each individual case, for costs incurred by the Seller or any other party because of the User's misuse or Abuse of the Product and/or breach of this Agreement.

4.2 The User ensures that it is solely the responsibility of the clinic to consult its clients. However, the consultation shall be ethical in a way that it mirrors the possible result, and the performance shall at all times be carried out in the client's best interest. The Seller may for this reason never be held accountable for the Users unrealistic consultation and/or claims to provide the client with a certain end result, by the use of the Product. The User therefore answers for any damages that can be related to complaints from clients that arise from the occurrence of the latter, resulting in dissatisfaction that originates from the fraudulent consulting. Advises on the procedure and proclaimed expectations made by the User regarding the end results that generates disputes therewith, are strictly the responsibility of the User to combat.

4.3 The User shall assist in matters relating to the use of the Product and be available throughout the period of use. This applies in particular in the event of feared or ongoing infringement of the User by third parties or others, as well as in the event of the User's breach of this Agreement.

## **5 SELLER'S RESPONSIBILITIES**

- 5.1 The Seller strives to ensure that the Product can be used as unproblematically as possible. In doing so, the Seller carries out regular updates and system checks to improve the experience of the Product. Maintenance work should primarily be planned after office hours 08:30–16:30 CET if it is obvious that the circumstances do not induce otherwise.

## **6 LIMITATIONS OF LIABILITY**

- 6.1 The Seller shall not be liable for loss of access, loss of use, loss of data, failure of security mechanisms, direct or indirect interruption of operations, special or incidental damages and consequential damages of any kind (including loss of profits), regardless of the form of action whether in contract or otherwise, even if previously promised the possibility of such damages has been advised in advance.
- 6.2 Under no circumstances shall the Seller and its suppliers or other developers be liable for any direct, indirect, third-party, special, unforeseeable, or consequential damages, as well as loss or damage to data arising from the use of the Product.
- 6.3 The Seller's disclaimers of liability in accordance with this Agreement regarding terms of use apply regardless of whether the damage arises due to breach of contract, warranty, negligence, or any other basis of liability. To the extent that law and applicable regulations does not say otherwise, and in the event of a dispute with the User, the Seller is limited to damage claims corresponding to the amount paid by the User so far in connection with the Agreement.

## **7 BREACH OF CONTRACT, TERMINATION AND DAMAGES**

- 7.1 The Seller's right to immediately terminate the Agreement and to claim damages in connection with the User's breach of contract arises upon its findings, regardless of its importance.
- 7.2 If the User, whilst using the Product, violates these general terms and conditions, Swedish law, or otherwise interferes with the Product in any harmful way, following sanctions apply:
- I. The Seller may terminate the Agreement with the User, remove the User and their content related to the use of the Product, suspend and/or terminate their account, and
  - II. the Seller may, by punishment, terminate the authorization and license used by the User in the course of its business, or parts thereof, and

III. the User must act in accordance with the Seller's instructions and directions, regardless of the order given, including but not limited to, an immediate cease of use of the Product and the destruction of all the content received, and

IV. The User is obliged to pay the Seller a penalty corresponding to EUR 100 000 for each violation of these general terms and conditions that is not to be regarded as minor. Regarding minor violations, applies what is stated regarding direct damages under section 11.4 in the Force HT Terms and Conditions (Appendix 1).

7.3 If the Agreement is terminated, the Parties' future obligations shall cease.

## **8 TERMINATION**

8.1 This User Agreement shall take effect upon the User's acceptance through signing and should expire on the day which the User or his employer chooses to terminate the use of the Product, or when the Seller for its own reasons chooses to terminate the latter (section 11 of Appendix 1 also applies). Notwithstanding the wordings of this section, the User confirms and accepts that the Agreement came into effect on the day on which the Seller has documented that the User first started using the Service.

8.2 Termination of the subscription of the Product entails that the User's access to the Product will cease after the notice period has come to an end. Further use of the Product hereafter is thereby prohibited. Termination of the Agreement further entails the deletion of the User's password and related profile information without further ado.

## **9 TRANSFER**

9.1 The terms of use under this Agreement addresses the User personally (see the User definition above under section 3.1.3 and 3.2.1), and the clinic's individual use of the Product. For this reason, the User may not, without the Seller's written consent, transfer or pledge its rights and obligations to third parties under the Agreement, as a whole or in parts thereof.

9.2 Without limitation of the paragraph above, the Seller enjoys the right to, as a whole or in parts thereof, transfer or pledge its rights and obligations to a third party or another party it chooses to put in its place.

## **10 INVALIDITY OF PROVISIONS**

10.1 If for any reason any provision of this Agreement is declared invalid as a result of such outcome in a general court ruling, the provision shall be limited to the minimum extent possible so that the provision of this Agreement continues to apply.

1.1 Such invalidity shall not render the Agreement or the provision in its entirety. Instead, the Parties shall adjust the Agreement or provision, as far as possible, to give effect to the spirit of the Agreement. If the Parties cannot agree to amend a provision that is invalid, such provision shall be deemed deleted and the other provisions of the Agreement shall remain in effect.

## **11 PERSONAL DATA**

11.1 Personally identifiable information such as the client's data, which the User gains access to or provides as a result of the business relationship, and which falls within the Seller's and/or its personal data processor policies regarding the handling of personal data, shall be handled in accordance with the Customers own privacy policy.

11.2 The Seller does not obtain any personal data on clients from the Users use of the Product. Upon using the Mobile app, Clients or Users may enter personal data such as name, contact information and comments along with the 3D scan and pictures of the client. This information is transferred to the User in a secure process where the Seller does not collect personal data. The data that is being collected are equivalent to the position, layout and area measurements of the hair transplant segments. Furthermore, the Seller obtains data regarding the amount of hair and follicles that are estimated or suggested for a certain area. The Seller may also gain access to other parameters depending on the Users settings on the Product in order to visualize a relevant result for the client in question. As the data that is being collected by the Seller does not fit within the definition of what is to be considered personal data, the User is solely responsible for its management and any handling of disputes arising thereof.

11.3 A detailed description of what Personal data is and how the Seller manages it, can be found in the Seller's own data policy under Appendix 4 and 5.

## **12 HEADINGS**

The headings of the Agreement are inserted for editorial purposes only and shall not form the basis for interpretation of the substantive provisions of the Agreement.