



## **Terms and conditions for PedesHome**

### **1 Introduction**

VistaFeet AB ("the Company"), organization number 559221-1436, offers a product and service intended to measure temperature differences between the feet on 8 spots over the sole of the feet and transforms this into colours for signs of temperature difference (temperature difference might be indications of an inflammation). The result can be viewed with indications on the device in form of green, yellow, and red light.

The user will be able to transfer data from the HW device to a SW-app in a cell phone or surf plate, for visualisation of the result, only colour indications not any measurement values.

The Product provided to the User consists of a measuring plate ("PedesHome") and an application ("the Application", collectively "the Product").

The Product is intended to give the User access to additional information about their foot health as early signs of inflammation in the feet. Data is stored in the application and in the associated cloud service belonging to the Company. The User can log in to use the Product.

This document constitutes the Terms of Use for the Product ("the Terms of Use").

The Terms of Use are binding for anyone who purchases, leases, or uses the Product. As a Customer, you commit to following the Terms of Use by accepting them during the ordering process or by using the Product. The submitted order ("Order"), together with these Terms of Use, constitutes an agreement between the Customer and the Company ("the Agreement").

In addition to these Terms of Use, Users will be subject to specific terms that apply specifically to the use of the application. Each User will be asked to accept the application's Terms of Use before it can be used from either Google Play or the Apple App Store.

If you purchase or lease the Product as a donation or gift to a third party, you, as the purchaser, accept the terms by submitting an order to the Company.

These terms apply unless otherwise agreed between the Company and the Customer. In the event of a conflict between these terms and a specific agreement entered into between the Company and the Customer, the specific agreement shall take precedence.

### **2 Personal Data and Information Security**



All data, information and material of any kind supplied to the company by the Customer or Users, including personal data ("customer data"), will be processed in accordance with applicable regulations. For more information about our processing of personal data, please see our [Privacy Statement](#).

All data, information and material of any kind that is entered or uploaded into PedesHome and the application belongs to VistaFeet AB, including the personal data.

The Customer is responsible for all processing of customer data that the Company processes in connection with the delivery of the Product and associated services. The company will only process data, information and material on behalf of the Customer for the purpose of delivering the service to the Customer, including support, service and maintenance. The company cannot process personal data for other purposes, unless such processing follows from statutory requirements.

Unless otherwise agreed between the parties, the company's standard data processor agreement is part of these terms and conditions and describes further details of the relationship between the Company as data processor and the Customer as data controller.

### **3 Registration**

The User must create a user profile in the application. No third party has the right to log in to the User profile instead of the User, unless otherwise agreed in writing between the User and the Customer.

Upon registration, the User must create a personal password. The password should not be used by anyone other than the User. The Company does not assume responsibility for the storage of the password.

VistaFeet AB assumes no responsibility for misuse of the password.

### **4 Term of the Agreement**

Unless the agreement is terminated earlier in accordance with this agreement, it shall apply from the date of submission of an order to the Company and shall last for the period described in the order (the "initial period"). Unless otherwise agreed in the ordering process, the Agreement shall then be renewed automatically with a period corresponding to the length of the initial period (each such period a "Renewal Period" and together with the Initial Period, the "Agreement Period") unless one of the parties terminates the agreement in writing before the end of the initial period or the current



renewal period. At each renewal, the agreement is renewed at the prices currently in force.

Such notice of termination must be sent at least 30 (thirty) days before the end of the current period, via email to [info@vistafeet.com](mailto:info@vistafeet.com).

## **5 Price and Payment Terms**

### **5.1 General Terms**

The total price for the product appears in the ordering process, and is paid in advance, or in line with the payment option the Customer chooses in the ordering process. All prices are stated in SEK(excluding or including VAT pending on customer group).

In the event of non-payment or late payment, the Company may, after at least fourteen (14) days' written notice, make the product unavailable to the Customer. In the event of persistent payment default, the Company may terminate the agreement. The company reserves the right to interest on late payment in accordance with the rates applicable at any time in accordance with applicable laws.

### **5.2 Purchases**

Unless otherwise agreed in the ordering process, the Customer pays the price for the product and agree to one-year service agreement when submitting the purchase order. Unless otherwise agreed in the ordering process, the fee for the service agreement must be paid monthly in advance and cannot be cancelled or refunded.

Payment for the service agreement is ongoing. If the Customer does not terminate the agreement no later than 30 days before the end of the initial period or the then applicable renewal period in accordance with section 4 above, the Customer will be charged a fee for the service agreement for a new one-year period.

### **5.3 Rentals**

Unless otherwise agreed in the booking process, the leasing payment for the agreed period must be paid in advance and cannot be cancelled or refunded (unless otherwise specified in the terms in section 17).

The leasing agreement is ongoing, which means that if the Customer or the company does not terminate the agreement no later than 30 days before the end of the initial period or the then applicable renewal period, in accordance with section 4 above, the Customer will be charged for a new leasing period.

### **5.4. Return of rentals**



When leasing, the product shall be returned to the Company within a reasonable time after termination of the agreement, and no later than fourteen (14) days after the Customer has received shipping information for return from the company.

If the product is not returned within thirty (30) days after the end of the leasing period, the company will invoice the Customer for monthly of the product, according to our prices in force at all times, from the end date of the rental period until the product is registered as returned.

### **5.5 Return of product for repair**

In the event of an agreement between the Customer and the company regarding the return of the product for repair, the Company will send a repaired unit or a replacement unit when the product to be repaired has been registered as returned by the Customer.

### **6 Number of users**

Only one user can use the PedesHome device, to secure data integrity.

## **7 Delivery of the Product**

### **7.1 General Terms**

The product is sent to the Customer according to the shipping option selected by the Customer in the ordering process.

Estimated shipping and delivery dates will be provided during the ordering process. The delivery time will depend on the chosen shipping option, place of delivery and time of payment. The customer acknowledges that delays in relation to the estimated dispatch and delivery date may occur. The company shall not be held responsible for delays in relation to the estimated delivery date provided that the product is delivered within thirty (30) days of such estimated delivery date.

The product is delivered to the delivery address specified by the Customer in the ordering process. The Customer is responsible for ensuring that the correct address is registered at all times, and the Company is not responsible for losses due to the Customer's failure to update the delivery address.

Delivery has taken place when the Customer or the Customer's representative has received the product. The risk for the product passes to the Customer when he or his representative has received the product. If the product is not collected or received at the agreed time, and if this is due to the Customer or circumstances on the Customer's side, the risk passes to the Customer when the item is placed at the Customer's disposal, and the failure to collect/accept the product constitutes a breach of contract by the Customer. The company reserves the right to charge the



Customer for additional shipping costs due to the Customer's failure to pick up/receive the products at the agreed time.

## **7.2 Donation purchases**

In the case of a donation purchase, the Company may send the Product directly to the donation recipient on behalf of the Customer if the Customer so wishes. In such a case, the Customer is responsible for informing the Company if the Product is to be sent to an address other than the delivery address listed in the order. For donation purchases, the Customer must choose the recipient of the donation themselves, and under all circumstances, the donation shall be considered given to the recipient by the Customer. The Company shall under no circumstances select the recipient on behalf of the Customer.

## **8 Breach and termination of service**

If either party materially breaches its obligations under the agreement, and such breach is not remedied within thirty (30) days after written notice from the other party, the other party may terminate the agreement with immediate effect.

The company reserves the right to make the product unavailable to users if these terms of use are not complied with. It is up to the Company's discretion to determine such exclusion, but the Customer is entitled to an explanation from the Company for the decision. The company assumes no financial responsibility in this regard.

The company also has the right to terminate this agreement if there is a breach of the terms of use, for example by misuse of the service, such as, but not limited to:

- multiple Users using the same User profile in the application,
- others besides the User and any authorized third parties being given access to the Product,
- if any other reasonable cause exists

## **9 User Responsibility**

Users are responsible for the actions they take when using the Product. The company disclaims responsibility for claims from third parties due to the User's, Customer's or others' use of the product in violation of these terms of use and otherwise applicable laws and regulations.

Damages caused by defects in the product itself or normal use of the product must be reported to the Company immediately.

## **10 Product Defects and Warranty**



If the Customer discovers that the product has defects, the Customer must, within a reasonable time after the Customer became aware of the defect, send a written complaint to the Company.

If the Customer is a consumer, complaints related to defects in products must in all cases be notified to the Company within five (5) years after the Customer first received the product. If the defect is due to a product defect, the Customer, if the Customer is a consumer, is entitled to all the rights that follow from applicable consumer protection legislation. For non-consumers, an absolute complaint deadline of one (1) year applies after the Customer first received the product.

The company also undertakes to repair or send a replacement product free of charge if the product is damaged during the contract period. The guarantee only applies if the Customer has paid a fee for a service package or rent for the applicable product. The guarantee does not apply in the event of theft or loss of the product.

## **11 Limitation of liability**

Beyond the warranty provision in clause 12, and when the Customer is not a consumer, the Company shall not be held liable for direct or indirect loss or damage, unless there is intent or gross negligence on the part of the Company.

The Company's liability towards the Customer and the User is limited to the amount the Customer has paid to the Company for the product, unless otherwise follows from mandatory legislation.

Beyond what follows from this clause 11 and non-derogable law, the Company is not responsible for financial loss the Customer and/or the User may suffer as a result of using the product. The product is used at your own risk and is offered to the Customer as is.

## **12 Updates and maintenance**

The product's software is updated regularly. The company disclaims all responsibility for any damage caused by the Customer's or User's neglect to update the product's software. For hardware updates, the product can be sent to the Company's address which is available on the Company's website. Unless otherwise agreed with the Company, the Customer is responsible for covering the costs of such hardware updates.

Neither the user nor the customer must under any circumstances make any repairs or changes to the product on their own initiative. The company disclaims all responsibility for any damage to the product as a result of the customer's or user's own repair work.



The company reserves the right to carry out necessary maintenance work on the product. The company will try to carry out such maintenance without unnecessary disruption to the customer or user. The company shall not be held responsible for a lack of access to the product due to necessary maintenance or upgrade work.

### **13 Intellectual Property Rights**

The product's content as well as associated copyrights and other intellectual property rights belong to the Company. Users are responsible for ensuring that their use of the product does not contravene the Company's intellectual property rights.

The Customer or User may provide suggestions, comments on improvements or functionality or other feedback to the Company with regard to the product or other intellectual property rights belonging to the Company. The feedback is taken into consideration by the Company, but the Company is under no circumstances obliged to change the product based on such feedback. By the Customer or User providing such feedback, the Customer or User acknowledges that the Company is given full ownership of such feedback, both tangible and intangible, and that no remuneration of any kind shall be received for such feedback, either at the time of the feedback or in the future.

### **14 Force Majeure**

No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make previously owed payments to the other Party hereunder) when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)") that frustrates the purpose of this Agreement: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labour stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection; (j) emergency state; (k) shortage of power or transportation facilities; and (l) other similar events beyond the reasonable control of the Impacted Party.

### **15 Amendments to the Terms**

The company can change the terms of use. It is the responsibility of the User and the Customer to keep up-to-date on the user terms and conditions applicable at all times, but if significant changes are made, the Customer will be notified. It is the Customer's



responsibility to inform the User of relevant changes. If the Customer and the User continue to use the product after a change has been made, the User is considered to have accepted the change(s).

The terms of use applicable at all times can be found on our website.

## **16 Cancellation of Purchase**

If the Customer is a consumer, the Customer has the right to withdraw from this agreement within fourteen (14) days without giving any reason for this. The cancellation period expires fourteen (14) days after the day the Customer or a third party other than the carrier, whom the Customer has designated, takes physical possession of the product.

In order to be able to use the right of cancellation, you must notify us in an unequivocal manner before the cancellation period expires of your decision to withdraw from the Agreement by e-mail to [info@vistafeet.com](mailto:info@vistafeet.com).

If the Customer uses their right of cancellation, the Company shall refund all payments received from the Customer, including the delivery costs (with the exception of additional costs as a result of you having chosen a different type of delivery than the cheapest type of standard delivery we offer), without undue delay and in all cases no later than fourteen (14) days after the day we receive notification of your decision to withdraw from this Agreement. The refund will be made with the same means of payment that the Customer used for the original transaction, unless otherwise expressly agreed. The customer will not be charged any fee as a result of the refund. The customer is only responsible for any reduction in the product's value that is due to a different handling of the product than is necessary to determine its nature, properties and function. The company reserves the right to wait for the refund until the product has been returned, or until the company has sufficient documentation that the product has been sent back.

The customer bears the direct costs of returning the product. To receive a full refund, the product must be in the same condition as it was received by the Customer, without defects or visible marks, when it is received back at the Company.

## **17 Governing Law and Dispute Resolution**

The agreement is governed by Swedish law. Any conflicts must first be resolved through negotiations. If the parties do not reach an agreement on a solution through





negotiations, the dispute shall be resolved in the ordinary courts with the Stockholm Court as the agreed venue.