Comprehensive Terms of Use (Terms and Conditions) for the "HARTMANN Easy" App (B2B)

Effective as of:

Preamble

These General Terms and Conditions (hereinafter "GTC") govern the use of the "HARTMANN Easy" mobile application (hereinafter "App"). The App serves as a central platform for various digital services and modules intended for medical and nursing professionals. The provider of the App and the contracting party for this user agreement is N.V. PAUL HARTMANN S.A., Avenue Paul Hartmann, 1, 1480 SAINTES, Belgium (hereinafter "Provider" or "we"). The App is intended exclusively for businesses as defined in the Book I of the Belgian Code of Economic Law and for legal entities under public law. These include, in particular, members of the healthcare professions, medical professionals, and their employers (e.g., pharmacies, medical supply stores, outpatient care services, assisted living facilities, physicians, nurses, wound care specialists) who use the app exclusively in the course of their commercial or self-employed professional activities. Use for private purposes or as a consumer within the meaning of the Book I of the Belgian Code of Economic Law is excluded.

Upon registration, the user warrants that he or she is acting as a business owner or, if acting as an employee, is authorized by his or her employer to use the app and to enter into this User Agreement in the name and on behalf of the employer. In this case, the employer becomes the sole contractual partner of the Provider.

1. Definitions

- **App:** Refers to the mobile application "HARTMANN Easy," which can be downloaded via app distribution platforms (e.g., Google Play Store, Apple App Store).
- **User:** Refers to the natural person (e.g., an employee or freelancer) who uses the app in the course of their professional activities. In doing so, the user acts on behalf of and in the name of the contracting party (the institution). If the user acts as a freelancer, they are also the contracting party within the meaning of these Terms of Use.
- **Contracting Party/Institution:** Refers exclusively to a natural person, legal entity, or partnership with legal capacity that, upon conclusion of this contract, is acting in the course of its commercial or self-employed professional activities (entrepreneur as defined in the Book I of the Belgian Code of Economic Law). This expressly includes individual freelance healthcare professionals (e.g., self-employed nursing staff).

- **User Account:** Refers to the personal, password-protected account created for the user to enable them to use the app.
- **Modules:** Refers to the various functionalities within the app, such as “Inco Guide,” “Wound Documentation,” or “Care Plan.”

2. Subject Matter of the Contract and Scope of Services

2.1. The Provider makes the app, along with its various modules, available to the Contracting Party and its authorized users. The exact scope of functions of the app and the individual modules is set forth in the currently valid service description within the app itself or on the Provider’s website.

2.2. The contract is concluded when the user completes the registration process in accordance with Section 3. In doing so, the user acts as a representative of the Contracting Party. Upon completion of registration, a uniform user agreement is concluded between the Contracting Party and HARTMANN, which covers the use of the app and all modules, supplemented, if applicable, by separate terms of use.

2.3. The free modules provide the user with general information. The information provided in the app does not constitute medical advice, a diagnosis, or a treatment recommendation. It does not in any way replace the professional assessment by a qualified healthcare professional. The user is solely responsible for how they use the information from the app.

2.4. Use of advanced modules may require the purchase of a paid subscription. Supplementary terms of use and payment apply to these paid modules (see Supplementary Terms of Use for Care Plan/Wound Documentation), particularly regarding price, term, renewal, and cancellation of the subscription.

2.5. The app also includes (optionally) a voluntary opt-in consent for marketing communications (e.g., newsletters), which the user may grant separately and voluntarily during registration and which has no impact on the use of the app

3. Registration and User Account

3.1. As part of the registration process, the user is obligated to provide only information that clearly identifies his or her professional or business activities. This includes, in particular, providing a professional email address, as well as the name of the institution or employer and the user's professional category. The user who completes the registration on behalf of the institution (administrator) hereby makes a legally binding representation that he or she is authorized to act in the name and on behalf of the institution (the contracting party) and to enter into these Terms and Conditions as well as, if applicable, the General Terms and Conditions of Business (Section 7) on behalf of the institution. The Provider is entitled to verify the user's status as a business entity and their authority to act on behalf of the institution by means of appropriate documentation.

The app is intended exclusively for business owners as defined in the Book I of the Belgian Code of Economic Law. Upon completion of registration, the user bindingly confirms that they are using the app in the course of their commercial or self-employed professional activities and are not acting as a consumer as defined in the Book I of the Belgian Code of Economic Law. Use for private purposes is prohibited. The Provider's contractual partner is exclusively the institution specified by the user (e.g., employer or the user's own practice), not the user in their capacity as a private individual.

The Provider reserves the right to verify the user's status as a business operator through appropriate evidence (e.g., verification of the specified institution, use of a work-related email address) and to reject or delete user accounts that do not meet these requirements.

3.2. If the user already has a valid user account for the HARTMANN "Care Management" portal, they may alternatively use those login credentials to sign in to the app. In this case, there is no need to register again; the existing account will be used as the user account for the app.

3.3. The user is obligated to keep their login credentials confidential and to protect them from access by unauthorized third parties. The provider must be notified immediately if misuse is suspected.

4. Rights of Use and Intellectual Property

4.1. The Provider grants the Contractual Partner and its authorized users a simple (non-exclusive), non-transferable, and non-sublicensable right to use the app for their own professional purposes for the duration of the usage agreement, in accordance with these Terms and Conditions.

4.2. The user is prohibited from copying, modifying, decompiling, or reverse engineering the App or its content, unless expressly permitted by mandatory statutory provisions.

4.3. All rights to the App, including software, text, graphics, and trademarks, remain exclusively with the Provider or its licensors.

5. User Obligations and Responsibility for Content

5.1. The user agrees to use the app exclusively in accordance with applicable laws and these Terms and Conditions and not to infringe upon the rights of third parties.

5.2. The user is solely responsible for the data and content entered into the app (“User Content”) and for its legality. The user ensures that they possess all necessary rights and consents to process this data in the app, particularly when processing patient data.

5.3. The user is obligated to use the app exclusively in accordance with the intended purpose specified by the provider (e.g., as described in the service description or instructions) and in compliance with the provided guidelines.

5.4. To maintain service quality and improve product safety, the user is encouraged [or: obligated] to immediately report any noticeable, significant defects, security concerns, or serious malfunctions to the Provider via the reporting function provided.

6 Data Access and Data Use

6.1 Rights of the Contracting Party to Usage Data (Data Act)

Pursuant to Regulation (EU) 2023/2854 (Data Act), the contracting party has the right—depending on the specific app used—to access the data generated by their use of the app (“usage data”). Upon request by the Contracting Party—made via the function provided within the app or sent to the email address listed in the legal notice—the Contracting Party may request access to such data (e.g., purely technical performance data, aggregated usage statistics) as well as personal data after it has been anonymized (see Section 6.6) for any legally permissible purposes, in particular for analysis, for improving the app’s functionalities, and for developing new products. The anonymization of personal technical and usage data is

based on our legitimate interest in ensuring the smooth operation and improvement of the app in accordance with Art. 6(1)(f) of the GDPR.

6.2 Contractual Partner's Statutory Rights of Access (User as defined by the Data Act)

Notwithstanding the Provider's fundamental rights as the data controller pursuant to Section 6.1, the Contractual Partner (as a "User" within the meaning of the Data Act) has the right, pursuant to Regulation (EU) 2023/2854 (Data Act), to access the data generated through their use of the app ("Usage Data"). Upon request by the contracting party—which must be submitted via the function provided within the app or sent to the email address listed in the legal notice—the provider will make this usage data available immediately, free of charge, and in a commonly used, structured, and machine-readable format.

6.3 Disclosure to Third Parties by the Contracting Party

The Contracting Party also has the right to instruct the Provider to make the usage data available to a third party of its choice (data recipient). The Provider will comply with this request unless compelling reasons—in particular, the protection of the Provider's or the User's trade secrets—prevent it. Prior to disclosing data to a third party, the Provider is entitled to enter into an appropriate confidentiality agreement with the third party. The Provider may charge a reasonable, cost-based fee for the technical provision of the data to a third party.

6.4 Obligations of the Contracting Party Regarding Data Use

The contracting party agrees not to use the data received pursuant to Sections 6.2 and 6.3 to develop software or a service that is in direct competition with the app. Such use constitutes a material breach of contract.

6.5 Provider's Rights to Non-Personal Data

The Provider is entitled to use, without restriction, all non-personal data generated during the use of the App (e.g., purely technical performance data, aggregated usage statistics) as well as personal data after it has been anonymized, for any legally permissible purposes, in particular for analysis, for improving the App's functionalities, and for developing new products. To the extent that this raw data originally constitutes personal data or that access to the user's end device is required to collect this usage data, the systematic collection and evaluation of such data shall take place exclusively in accordance with applicable data protection and telecommunications laws. This means that collection for analytical purposes not strictly required by contract presupposes that the end user has previously given their consent via the app's consent management tool in accordance with Article 10/2 of the Belgian Data Protection Act of July 30, 2018 in conjunction with Article 6(1)(a) of the GDPR. If lawfully collected technical usage data is available, it is anonymized based on the provider's legitimate interest

in ensuring operations and innovation (Article 6(1), sentence 1, subparagraph (f) of the GDPR). Once fully anonymized, this data is no longer subject to data protection law.

6.6 Anonymization of Patient Data in the Context of Data Processing on Behalf of a Controller

To the extent that patient data is processed in the modules, such data remains under the exclusive data protection responsibility (data sovereignty) of the Contracting Party (see Section 7). Within the scope of data processing on behalf of the data controller, the Provider is instructed to retain this data for the duration of the respective purpose and to delete it thereafter as a standard procedure.

Notwithstanding the standard deletion procedure, the contracting party hereby issues the provider with a priority instruction to anonymize this data in accordance with the provisions of these Terms and Conditions and the Data Processing Agreement (DPA) instead of deleting it.

This instruction to anonymize the data becomes effective only if the contracting party (acting through its administrator) explicitly confirms its execution within the app (e.g., in the admin area). With this confirmation, the Contracting Party legally and bindingly warrants that it has a sufficient legal basis for issuing this instruction, in particular valid patient consents pursuant to Art. 9(2)(a) of the GDPR.

The contracting party indemnifies the provider against all claims by third parties (including data subjects and authorities) as well as against administrative fines arising from the absence of this legal basis.

Following successful anonymization—which is state-of-the-art and permanently and irreversibly removes any personal reference—the resulting anonymous data records may be used within the HARTMANN Group for the purposes of product improvement, research, and development.

The Contracting Party is solely responsible for backing up the data it has entered (user content) via its own exports prior to automated deletion or anonymization. The Provider will notify the Contracting Party or its users in the app in a timely manner of an impending deletion.

7. Data Processing on Behalf of a Controller When Processing Patient Data

7.1. Certain modules of the app (e.g., “Wound Documentation,” “CarePlan”) are designed to enable the user, as a healthcare professional, to process personal data of third parties (in particular, patients’ health data).

7.2. When using these modules, the contracting party (institution) acts as the data controller under data protection law. The app provider acts as a data processor that processes this data on behalf of and in accordance with the instructions of the contracting party.

7.3. The use of these specific modules is therefore strictly contingent upon the conclusion of a separate data processing agreement (DPA) in accordance with Article 28 of the GDPR between the Contracting Party and the Provider. Without a validly concluded DPA, the use of these modules is neither legally nor technically possible.

7.4. The contracting party is obligated to designate one or more administrators (“institution admins”) who are authorized to make legally binding declarations on behalf of the contracting party. Only these administrators are authorized to activate the modules listed in Section 7.1 for the institution’s users. The use of the free modules (e.g., “Inco Guide”) does not require activation by an administrator, provided that no personal data is processed on behalf of the institution.

7.5. The Data Processing Agreement (DPA) will be made available to the administrator in electronic form prior to the initial activation of the relevant module. The DPA is concluded through a legally binding, active, and documented consent (click-and-wrap) by the administrator on behalf of the contracting party. In doing so, the administrator must confirm their authority to represent the institution. This DPA, once concluded, applies to the entire institution and all of its authorized users. Only upon this legally binding conclusion can the subscription order process be initiated via the app’s administrative functions, and the subsequent activation of the modules for individual users be carried out.

8. Liability

8.1. The Provider bears unlimited liability in cases of willful misconduct, gross negligence, and culpable injury to life, limb, or health.

8.2. For the paid modules (“Care Plan,” “ ”), liability for damages caused by a product defect is primarily governed by the Belgian Product Liability Act of 25 February 1991. The Provider’s liability remains unaffected by this.

8.3. In the event of a breach of a material contractual obligation (cardinal obligation) due to slight negligence—the fulfillment of which is essential for the proper performance of the contract and on the observance of which the contracting party may regularly rely—the Provider’s liability is limited to foreseeable damages typical for this type of contract.

8.4. The Provider is not liable for damages resulting from improper use of the app, in particular by the User. Improper use occurs, in particular, if the User disregards the intended purpose or ignores the mandatory instructions for use, contrary to the provisions in Sections 2.3 and 5.3 of these Terms and Conditions.

8.5. No liability is assumed for the accuracy or usefulness of the general information provided in the purely informational modules (“Inco Guide,” “Wound Guide”), as this information does not constitute medical advice (see Section 2.3).

8.6. In all other respects, any further liability on the part of the Provider—regardless of the legal basis—is excluded.

9. Data Protection

The protection of personal data is very important to us. Information regarding the collection and processing of the user’s personal data can be found in our separate Privacy Policy, which is available within the app. Information regarding the processing of patient data (in which we act as a data processor) can be found in the Supplementary Data Protection Notice and the DPA.

Detailed information regarding the use of tracking technologies and analytics software (SDKs) within the application is set forth in our separate App Tracking and Analytics Policy.

10. Term and Termination

10.1. The User Agreement is entered into for an indefinite term.

10.2. The contracting party may delete their user account at any time via the settings in the app, thereby terminating the agreement for cause. Individual users may delete their user account at any time via the settings in the app.

10.3. The right to terminate the agreement for cause remains unaffected.

10.4. The Provider further reserves the right to delete the user account following prior notice in the event of continuous inactivity lasting more than two (2) years.

11 Changes to These Terms and Conditions and the Services

11.1 The Provider is entitled to amend these Terms and Conditions, provided that the amendments are reasonable for the Contracting Party, taking into account the interests of both parties. The contracting party (or its users or administrators**)** will be informed of planned amendments in writing (e.g., via in-app notification or email) at least six (6) weeks before they take effect, including details of the amended provisions.

11.2 Changes shall be deemed approved if the contracting party does not object to them in writing within six (6) weeks of receiving the notice of change. In the notice, the Provider will separately inform the user of their right to object and the legal consequences of silence. This amendment procedure does not apply to changes that significantly alter the parties' primary performance obligations or the contractual balance.

11.3 All material changes—in particular those that restrict the scope of services for paid modules, expand the user's obligations, or result in a price increase—require the active and express consent (opt-in) of the contracting party. Consent is obtained via a corresponding feature in the app. If the contracting party does not consent, the contract will continue under the previous terms and conditions. In this case, the Provider is entitled to terminate the contract for the affected module with four (4) weeks' notice.

12. Final Provisions

12.1. The laws of Belgium apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

12.2 The contracting party and provider of the app is N.V. PAUL HARTMANN S.A., Avenue Paul Hartmann, 1, 1480 SAINTES, Belgium.

12.3. Should any provision of these Terms and Conditions be or become invalid, the validity of the remaining provisions shall remain unaffected.

12.4. The exclusive venue for all disputes arising from or in connection with this contractual relationship is the Provider’s place of business.