

## Comprehensive Terms and Conditions (T&Cs) for the "HARTMANN Easy" app (B2B)

### Status:

### Preamble

These General Terms and Conditions (hereinafter referred to as "GTC") govern the use of the mobile application "HARTMANN Easy" (hereinafter referred to as "App"). The App serves as a central platform for various digital services and modules aimed at medical and nursing professionals. The provider of the app and contractual partner for this user agreement is N.V. PAUL HARTMANN S.A., Avenue Paul Hartmann, 1, 1480 SAINTES, Belgium (hereinafter referred to as "provider" or "we"). The app is intended exclusively for companies within the meaning of the Book I of the Belgian Code of Economic Law and legal entities under public law. These are, in particular, members of the healthcare professions, medical professionals and their employers (e.g. pharmacies, medical supply stores, outpatient care services, outpatient residential facilities, doctors, nurses, wound experts) 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.

When registering, the user warrants that they are acting as an entrepreneur or, if they are acting as an employee, that they are authorised by their employer to use the app and to conclude this user agreement on behalf of and for the account of their 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. employee or freelancer) who uses the app in the course of their professional activities. The user acts on behalf of and in the name of the contractual partner (the institution). If the user acts as a freelancer, they are also the contractual partner within the meaning of these Terms of Use.
- **Contractual partner/institution:** Refers exclusively to a natural or legal person or a partnership with legal capacity who, upon conclusion of this contract, is acting in the exercise of their commercial or independent professional activity (entrepreneur in accordance with the Book I of the Belgian Code of Economic Law). This expressly includes individual freelance healthcare professionals (e.g. self-employed nurses).

- **User account:** Refers to the personal, password-protected account created for the user 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 with various modules available to the contractual partner and its authorised users. The exact scope of functions of the app and the individual modules is set out in the current service description in 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 § 3. The user acts as a representative for the contractual partner. Upon completion of the registration process, a uniform user agreement is concluded between the contractual partner and HARTMANN, which covers the use of the app and all modules, extended by separate terms of use where applicable.

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

2.4. The use of extended modules may require the conclusion of a paid subscription. Supplementary terms of use and payment apply to these paid modules (see Supplementary Terms of Use Care Plan/Wound Documentation), in particular with regard to price, term, renewal and termination of the subscription.

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

## **3. Registration and user account**

3.1. When registering, the user is obliged to provide only information that clearly identifies their professional or business activity. This includes, in particular, the provision of a professional email address, the name of the institution or employer, and the professional group in which they work. The user who registers on behalf of the institution (administrator) hereby legally guarantees that they are authorised to act on behalf of and for the account of the institution (the contractual partner) and to conclude these GTC and, if applicable, the GTC for the

institution (Section 7). The provider is entitled to verify the entrepreneurial status and power of representation by means of suitable evidence.

The app is intended exclusively for entrepreneurs within the meaning of the Book I of the Belgian Code of Economic Law. By completing the registration process, the user confirms that they are using the app in the course of their commercial or self-employed professional activity and are not acting as a consumer within the meaning of the Book I of the Belgian Code of Economic Law. Use for private purposes is excluded. The provider's contractual partner is exclusively the institution specified by the user (e.g. employer or own practice), not the user in their capacity as a private individual.

The provider reserves the right to verify the user's entrepreneurial status by means of suitable 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 "Supply Management" portal, they can alternatively use this access data to log in to the app. In this case, there is no need to re-register; the existing account will be used as the user account for the app.

3.3. The user is obliged to keep their access data secret and to protect it from access by unauthorised third parties. The provider must be informed immediately if misuse is suspected.

#### **4. Rights of use and intellectual property**

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

4.2. The user is prohibited from copying, modifying, decompiling or reverse engineering the app or its contents, unless this is expressly permitted by mandatory legal provisions.

4.3. All rights to the app, including software, texts, graphics and trademarks, remain exclusively with the provider or its licensors.

#### **5. User obligations and responsibility for content**

5.1. The user undertakes to use the app exclusively within the framework of applicable laws and these GTC and not to infringe any third-party rights.

5.2. The user is solely responsible for the data and content ("user content") entered by them into the app and for its legality. They shall ensure that they have all the necessary rights and consents to process this data in the app, in particular when processing patient data.

5.3. The user is obliged to use the app exclusively within the scope of the intended purpose specified by the provider (e.g. as described in the service description or instructions) and in compliance with the information provided.

5.4. In order to maintain service quality and improve product safety, the user is required [or: obliged] to immediately notify the provider of any recognisable, significant defects, security concerns or serious malfunctions using the reporting function provided.

## **6 Data access and data use**

### **6.1 Rights of the contractual partner to usage data (Data Act)**

In accordance with Regulation (EU) 2023/2854 (Data Act), the contractual partner has the right – depending on the app used – to access the data generated by their use of the app ("usage data"). At the request of the Contractual Partner, which can be made via the function provided in the app or to the email address given in the imprint, the data (e.g. purely technical performance data, aggregated usage statistics) and personal data after anonymisation (see section 6.6) for any legally permissible purposes, in particular for analysis, improvement of app functionalities and development of new products. The anonymisation 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) GDPR.

### **6.2 Legal access rights of the contractual partner (user in accordance with the Data Act)**

Notwithstanding the fundamental rights of the provider as data holder pursuant to Section 6.1, the contractual partner (as a "user" within the meaning of the Data Act) has the right to access the data generated by their use of the app ("usage data") in accordance with Regulation (EU) 2023/2854 (Data Act). Upon request by the contractual partner, which must be made using the function provided in the app or sent to the email address specified in the legal notice, the provider shall make this usage data available immediately, free of charge and in a common, structured and machine-readable format.

### **6.3 Disclosure to third parties by the Contractual Partner**

The Contractual Partner also has the right to instruct the Provider to make the Usage Data available to a third party of their choice (Data Recipient). The Provider will comply with this request unless there are compelling reasons not to do so, in particular when such disclosure would likely cause serious harm to the confidentiality of trade secrets of the Provider or the

User or violate obligations under the GDPR relating to the processing of personal data of data subjects.. Before disclosing the data to a third party, the provider is entitled to conclude 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 contractual partner regarding data use

The contractual partner undertakes not to use the data received in accordance with 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 Rights of the provider to non-personal data

The provider is entitled to use 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 anonymised for any legally permissible purposes, in particular for analysis, to improve the app's functionalities and to develop new products, without restriction. The anonymisation 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) GDPR.

#### 6.6 Anonymisation of patient data in the context of order processing

Insofar as patient data is processed in the modules, this data remains the sole responsibility of the contractual partner (data sovereignty) in terms of data protection law (see section 7). Within the scope of order processing, the provider is instructed to retain this data for the duration of the respective purpose and then to delete it as standard.

Notwithstanding the standard deletion, the contractual partner hereby gives the provider the priority instruction to anonymise this data in accordance with the provisions of these GTC and the order processing agreement (AVV) instead of deleting it.

This instruction to anonymise shall only take effect if the contractual partner (acting through its administrator) explicitly confirms its execution in the app (e.g. in the admin area). With this confirmation, the Contractual Partner legally guarantees that it has a sufficient legal basis for issuing this instruction, in particular effective patient consent in accordance with Art. 9 (2) (a) GDPR.

The contractual partner indemnifies the provider against all claims by third parties (including data subjects and authorities) and fines based on the absence of this legal basis.

After successful anonymisation, 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 contractual partner is solely responsible for backing up the data they have entered (user content) before automated deletion or anonymisation by means of their own exports. The provider will notify the contractual partner or their users in the app in good time of any imminent deletion.

## **7. Order processing when processing patient data**

7.1. Certain modules of the app (e.g. "Wound Documentation", "CarePlan") are intended for use by healthcare professionals to process personal data of third parties (in particular health data of patients).

7.2. When using these modules, the contractual partner (institution) acts as the data controller. The provider of the app acts as a data processor who processes this data on behalf of and according to the instructions of the contractual partner.

7.3. The use of these specific modules is therefore subject to the conclusion of a separate data processing agreement (DPA) in accordance with Art. 28 GDPR between the Contractual Partner and the Provider. Without a validly concluded DPA, the use of these modules is not legally or technically possible.

7.4. The contractual partner is obliged to appoint one or more administrators ("setup admins") who are authorised to make legally binding declarations on behalf of the contractual partner. Only these administrators are authorised to activate the modules mentioned in section 7.1 for the users of the institution. 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 customer.

7.5. The data processing agreement (DPA) shall be made available to the administrator in electronic form before the first activation of the module in question. The DPA shall be concluded by means of a legally binding, active and documented consent (click & wrap) of the administrator on behalf of the contractual partner. In doing so, the administrator must confirm their authority to represent the institution. This one-time DPA applies to the entire institution and all its authorised users. Only with this legally binding conclusion can the order process for the subscription be triggered via the app's administration functions and the subsequent activation of the modules for individual users be carried out.

## **8. Liability**

8.1. The provider shall be liable without limitation in cases of intent, gross negligence and culpable injury to life, limb or health.

8.2. For the paid modules ("Care Plan", "Wound Documentation"), liability for damage caused by a product defect is primarily governed by the Belgian Product Liability Act 25 February 1991. The provider's liability remains unaffected by this.

8.3. In the event of a slightly negligent breach of a material contractual obligation (cardinal obligation), the fulfilment of which is essential for the proper execution of the contract and on the observance of which the contractual partner may regularly rely, the provider's liability shall be limited to the foreseeable damage typical for this type of contract.

8.4. The provider shall not be liable for damage resulting from improper use of the app, in particular by the user. Improper use shall be deemed to have occurred in particular if the user disregards the intended purpose or ignores the mandatory instructions for use, contrary to the provisions of Sections 2.3 and 5.3 of these General Terms and Conditions.

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

8.6. Furthermore, 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 on the collection and processing of the user's personal data can be found in our separate privacy policy, which is available in the app. Information on the processing of patient data (in which we act as a processor) can be found in the supplementary data protection information and the AVV.

## **10. Term and termination**

10.1. The user agreement is concluded for an indefinite period.

10.2. The contractual partner may delete their user account at any time via the settings in the app and thus terminate the agreement in accordance with the terms and conditions. Individual users may delete their user account at any time via the settings in the app.

10.3. The right to extraordinary termination for good cause remains unaffected.

10.4. The provider also reserves the right to delete the user account after prior notice in the event of continuous inactivity for more than two (2) years.

## **11 Changes to these GTC and the services**

11.1 The provider is entitled to amend these GTC, provided that the amendments are reasonable for the contractual partner, taking into account the interests of both parties. The contractual partner (or its users or administrators) shall be informed of planned changes in writing (e.g. via in-app notification or email) at least six (6) weeks before they come into effect, stating the content of the amended provisions.

11.2 Amendments shall be deemed approved if the contracting party does not object to them in writing within six (6) weeks of receiving notification of the amendment. The provider shall inform the user separately in the notification of their right to object and the legal consequences of remaining silent. This amendment procedure shall not apply to amendments that significantly alter the main performance obligations of the parties or the contractual balance.

11.3 All significant changes, in particular those that restrict the scope of services of paid modules, extend the obligations of the user or lead to a price increase, require the active and express consent (opt-in) of the contractual partner. Consent shall be obtained via a corresponding function in the app. If the contractual partner does not agree, the contract shall continue under the previous terms and conditions. In this case, the provider shall be entitled to terminate the contract for the module concerned with four (4) weeks' notice.

## **12. Final provisions**

12.1. The law of Belgium applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

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

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

12.4. The exclusive place of jurisdiction for all disputes arising from or in connection with this contractual relationship is the registered office of the provider.