

User Terms and Conditions for PainDrainer AB

1. INTRODUCTION

- 1.1. These terms and conditions (the “**User Terms and Conditions**”) apply to the service (the “**Service**”) that PainDrainer provides through the application PainDrainer (the “**App**” or “**PainDrainer App**”) on AppStore, GooglePlay or PainDrainer’s website (the “**Website**”) www.paindrainer.com and that is aimed at users in Sweden and the rest of the EU (the “**User**”). The supplier of the Service is PainDrainer AB, org. no. 559156-5196, Medicon Village, 223 81 Lund, or in the future their respective subsidiaries or related companies (“**PainDrainer**”).
- 1.2. By gaining access to and using the Service, the User accepts being bound by and following these User Terms and Conditions and PainDrainer’s privacy policy (the “**Privacy Policy**”). These User Terms and Conditions apply to all visitors, Users, and others who have access to or use the Service. If the User does not accept or agree with any part of these User Terms and Conditions, the User may not access and use the Service.
- 1.3. Only Users residing and with a valid mailing address in Sweden or the EU have the right to use the Service.

2. THE SERVICE

- 2.1. The Service is a digital service that helps the User understand the connection between the User’s activities and the User’s pain for the purpose of reducing the impact of the pain on the User’s daily activities and giving the User the possibility of improving the User’s capacity for activity and thereby increasing the User’s quality of life.
- 2.2. Persons under the age of 18 years may not use the Service without the approval of parent or guardian.
- 2.3. On use of the Service by the User, PainDrainer will collect personal information about pain and the User’s daily activities (“**User-Generated Material**”) in accordance with §9 and the Privacy Policy.

3. USER ACCOUNTS

- 3.1. To use the Service, the User must create a user account with PainDrainer (“**User Account**”) and log on to this.
- 3.2. The User has the right to utilize the Service, at no cost, for the duration that the company decides from time to time, after the User has created a User Account. Subsequently, if the User wishes to use the Service, there will be a charge in accordance with §5.
- 3.3. When the User creates a User Account, PainDrainer will ask the User for certain information about the User. The User Account is personal, and the User may not transfer the User Account to anyone else or let anyone else use the Service through the User Account. The User is responsible for protecting the User’s log-on information from access by unauthorized persons. If the User has reason to believe that someone else has gained access to the User Account, the User must immediately report this to PainDrainer. PainDrainer has the right, but not the obligation, to block access to the User Account if PainDrainer has reason to believe that an unauthorized person has gained access to the User Account or that the User Account is being misused.
- 3.4. PainDrainer has the right to block the User’s access to the Service effective immediately if

PainDrainer has reason to believe that the User is violating these User Terms and Conditions or if the User's use of the User Account violates applicable legislation or has damaging or negative effects on the Service.

4. PERMITTED USAGE

- 4.1. The User may use the Service only in accordance with the purpose and the terms as stated by the User Terms and Conditions. Provided that the User does not violate the User Terms and Conditions, the User has a nonexclusive, nontransferable, and fully revocable right to gain access to and use the Service for its intended purpose and for the User's personal and noncommercial use. The User is always obligated to follow the instructions that PainDrainer provides for the use of the Service. PainDrainer reserves the right to rescind the right to utilize the Service if the User violates anything that is prescribed under these User Terms and Conditions, utilizes the Service in ways or for purposes that violate applicable legislation, or in any other way acts negligently or maliciously.
- 4.2. The User may use the Service only for the User's personal, noncommercial use, and thus it may not be shared with anyone else.
- 4.3. The User may not copy or change, decompile, modify, or reverse-engineer the Service or its components in whole or in part. Recreating the source code or its functionality, making copies or creating derivative works of the software are not permitted beyond what the law allows.
- 4.4. The User may not use the Service to either spread viruses, Trojans, and similar programs or to automatically read off the Service ("scraping").
- 4.5. To make correct identification and charging possible, the User undertakes to supply PainDrainer with the correct and complete information that is required for the Service, including name, address, telephone number, e-mail address.
- 4.6. The User undertakes to ensure that such information and other information that the User supplies to PainDrainer are continuously updated so that this information is correct and current. The User further undertakes not to create a User Account with a false or misleading identity.
- 4.7. The User guarantees that the Service will not be utilized in ways or for purposes that violate applicable legislation or these User Terms and Conditions. The User is responsible for all activity that occurs within the framework of the Service. PainDrainer takes no responsibility for unauthorized access to the Service that is due to the User's negligence.

5. COMPENSATION AND PAYMENT

- 5.1. The User is invited to use the Service at no charge for the duration that the company decides from time to time. You can purchase a paid subscription directly from PainDrainer or via a third party by paying a subscription fee in advanced. The fee is valid per month or any other recurring period that you have been informed about before the purchase. Before the time period expires the User shall inform if the User wants to continue to use the Service. Payment will be made on the first day of the subscription period and charged on the same day of the next subscription period. The chosen subscription will be automatically renewed when the current subscription expires. If the User wants to cancel the subscription or change the type of subscription, this is done in the App in Office Settings under Profile; see §6 for further details. If you purchase a paid subscription through a third party, then the terms of the third party might, in addition to the present terms, be valid for using the Service.
- 5.2. Payment will be made via the chosen payment method.

- 5.2.1 Card payment
Card payment is accepted by Visa, MasterCard, and Maestro. Your credit card will be charged directly.

6. CANCELLATION

- 6.1. The User has the option of canceling their subscription at any time by following the instructions in the App under Profile in Office Settings, after which the User Account will be closed when the subscription period has run out (“**Deregistration**”). The cancellation must occur no later than seven (7) days before the end of the period. Upon Deregistration, the User’s Personal Information (which is defined in the Privacy Policy §2a) will be stored for two (2) years to facilitate the rapid resumption of the Service.
- 6.2. If the User cancels the Service and asks that the User’s Personal Information be removed from PainDrainer’s database, the User’s Personal Information will be deleted from PainDrainer’s database (“**Deletion**”).
- 6.3. These User Terms and Conditions apply as long as the User has an active User Account. The User Account is active up to the day when (i) the User deregisters as User; (ii) PainDrainer deactivates the User from the Service; or (iii) when the Service is closed by PainDrainer for any other reason.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. PainDrainer owns all rights, including intellectual property rights to the Service, including but not limited to software and design and all material and content that are generated in the Service or at the disposal of PainDrainer through third-party licenses. The User acquires no intellectual property rights to the Service nor any of the material that is created in the Service. All such material accrues to PainDrainer, thus also material that is made accessible by the User. This means, among other things, that PainDrainer is still the owner of all its intellectual property rights and marks such as copyright, industrial designs, trademarks, and other registered and nonregistered rights. Nothing in the agreement shall be interpreted such that any of these rights are assigned to the User in whole or in part.
- 7.2. The User does not have the right to copy, reproduce, sell, license, distribute, modify, decompile, or in any way make changes to the Service nor to make the Service, or parts of the Service, available to anyone else.

8. PROCESSING OF PERSONAL INFORMATION

- 8.1. The User’s private life and privacy are important to PainDrainer, and PainDrainer will never sell, assign, or in any other way allow any third party to have access to the User’s personal information without the User’s approval, or beyond what is explicitly stated in the Privacy Policy.

9. RIGHTS TO USER-GENERATED MATERIAL

- 9.1. By gaining access to and using the Service, the User grants their explicit consent for PainDrainer, in accordance with the Privacy Policy, to collect User-Generated Material for the purpose of improving the Service and for scientific research purposes. PainDrainer can anonymize the User-Generated Material so that it can no longer be linked to the User. Subsequently, the anonymized information will be combined with other users’ anonymized information (“**Aggregated Information**”). The Aggregated Information will then be used to improve the Service by drawing various conclusions. The Aggregated Information may also

be used for research purposes to study how certain lifestyles can influence disease activity and conditions. The Aggregated Information for scientific research purposes for research projects shall be processed in accordance with PainDrainer's methodological and ethical standards and in accordance with good practice. In these cases, the information will be stored under the responsibility of PainDrainer.

- 9.2. By gaining access to and using the Service, the User also grants their explicit consent that PainDrainer thereby holds a worldwide, nonexclusive, irrevocable, royalty-free, and transferable right to dispose of, process, modify, store, publish, distribute, recode, copy, present, display, and otherwise use the Aggregated Information to provide the Service.

10. LIMITATION OF LIABILITY

- 10.1. The User's use of the Service occurs at the User's own liability and risk. Persons who suffer from mental illness or cancer-related pain must not use the Service.
- 10.2. PainDrainer does not provide any guarantees – direct, implied, or in any other way – concerning the content, accessibility, quality, appropriateness for any particular purpose, suitability, or correctness of the Service in general.
- 10.3. PainDrainer is not liable for errors that are due to the User or any circumstance for which the User is responsible. PainDrainer is furthermore not liable for any form of personal injury or other consequences that may be a direct or indirect result of the use or misuse of information that is given, presented, or referred to in the App. In all circumstances, PainDrainer's total liability with respect to the User, in connection with provision of the Service or applicable legislation, shall be limited to liability for proven, direct injury and to a maximum amount corresponding to one thousand Swedish kronor (SEK 1,000).
- 10.4. The User acknowledges that the User is aware of and accepts that situations may arise when the Service will not be available due to, but not limited to, maintenance, defect, or other circumstances beyond PainDrainer's control. PainDrainer is not liable with respect to the User for any third-party claims that are directed at the User. The User furthermore understands, approves, and accepts that PainDrainer does not have any obligation to maintain, provide support for, upgrade, or update the Service.
- 10.5. To the extent permitted under binding legislation, PainDrainer is not liable with respect to the User or any third party for any direct, indirect, or any other injury of any type including, but not limited to, loss of profit, loss of income, reduced turnover, interruption, or losses on goodwill that arise on the basis of or in connection with these User Terms and Conditions or the Service.

11. DUTY TO HOLD PAINRAINER HARMLESS

- 11.1. The User is liable with respect to PainDrainer for all injuries incurred by PainDrainer, or a third party, on the basis of a violation by the User of these User Terms and Conditions, including but not limited to misuse of the Service. Furthermore, the User undertakes to hold PainDrainer harmless with respect to all claims, costs (including reasonable legal costs), injuries, expenditures, damages, and losses that PainDrainer incurs in any way with respect to the User's use of the Service in violation of applicable legislation or these User Terms and Conditions.

12. AMENDING THE TERMS AND CONDITIONS AND THE SERVICE

- 12.1. PainDrainer can make changes to the User Terms and Conditions and the Privacy Policy. If PainDrainer makes significant changes, PainDrainer will notify the User based on what is appropriate for the circumstances, e.g. via announcement on the Website, by e-mail, or by notification in the Service.
- 12.2. Furthermore, PainDrainer reserves the right to decide at any time to modify, suspend, or temporarily or permanently discontinue PainDrainer's provision of the Service without notifying the User of this in advance, or if so required on the basis of changes in applicable legislation or by official decision. The User accepts that PainDrainer is not liable with respect to the User or any third party for such modification, suspension, or discontinuation.

13. ASSIGNMENT

The User may not assign or transfer any rights, obligations, or licenses as stated under these User Terms and Conditions. PainDrainer can assign and transfer these User Terms and Conditions to another party without the User's consent and without notifying the User of this in advance.

14. APPLICABLE LAW AND DISPUTES

These User Terms and Conditions shall be governed by, and interpreted in accordance with, Swedish law without application of rules governing the choice of law.

The final judgment of disputes regarding the interpretation or application of these User Terms and Conditions shall be rendered by Swedish courts, with Malmö District Court as first instance.

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Last updated January 2022