**Sinocare REACH App Terms of Use**

# Preamble

These terms of use (the “**T&Cs**”) of **Changsha Sinocare Inc.** (“**Sinocare**”, “**we**”, “**us**”) apply to the registration of a user account (“**User Account**”) for the use of the Sinocare REACH App for mobile phones (“**REACH APP**”) and stipulate the terms and conditions for the use of the REACH APP. The REACH APP allows family members and friends of diabetics using the Sinocare iCAN APP (“**iCAN APP**”) to monitor the blood glucose levels (“**Glucose Data**”) of these diabetics (“**iCAN Users**”) upon invitation of the iCAN User.

These T&Cs, applicable to the registration of a User Account and the use of the REACH APP, shall exclusively govern the relationship between any individual who registered a User Account for the use of the CGM APP (the “**User**”) and Sinocare. In the relationship between the User and Sinocare, these T&Cs apply exclusively to the use of the REACH APP. The application of terms and conditions of the User is expressly rejected, even if the User expressly refers to their application.

# 1. Scope

## 1.1 Subject to these T&Cs, Sinocare offers to Users to register a User Account and use the REACH APP to be granted access by the iCAN Users to monitor their live blood glucose levels. The T&Cs stipulate the terms and conditions for the registration of a User Account and the use of the REACH APP. The T&Cs constitute the user agreement for the use of the REACH APP between the User and Sinocare after the registration of a User Account (“**User** **Agreement**”).

## 1.2 The T&Cs govern the mutual rights and obligation with respect to the provision and use of the REACH APP.

## 1.3 The REACH APP may be downloaded from Apple' s App Store, Google Play Store and Huawei AppGallery. The use of Apple' s App Store, Google Play Store and Huawei AppGallery are subject to separate independent terms and conditions and privacy notice, which are not controlled by Sinocare and cannot be influenced by us. The terms of use and privacy policy can be accessed at:

## Apple:

## Apple Media Service Terms and Conditions:

## <https://www.apple.com/uk/legal/internet-services/itunes/ww/>

## Privacy Policy:

## <https://www.apple.com/legal/privacy/policy/>

## Google:

## Google Play Terms of Service:

## <https://play.google.com/intl/de_uk/about/play-terms/index.html>

## Privacy Policy:

## <https://policies.google.com/privacy?hl=en-gb>

## Huawei AppGallery:

## Terms of Service:

## <https://privacy.consumer.huawei.com/legal/hiapp/terms.htm?code=UK&branchid=1&language=En>

## Privacy Policy:

## <https://privacy.consumer.huawei.com/legal/hiapp/privacy-statement.htm?code=UK&branchid=2&language=En>

# 2. Description of Sinocare services

## 2.1 Upon the successful completion of the registration of a User Account as set out in section 3, Sinocare grants the User access to the REACH APP and the User receives a non-exclusive, non-transferable, non-assignable, non-permanent, limited right to access and use the REACH APP in accordance with these T&Cs and the applicable laws (“**Sinocare Services**”).

## 2.2 The access and usage right granted under these T&Cs is generally limited to the REACH APP and the Sinocare Services in their current state upon registration of a User Account.

## 2.3 Sinocare is entitled to introduce additional features and functions (“**Upgrades**”) which may be only available upon payment of an additional fee. Such Upgrades may be subject to additional terms and conditions. If any such additional terms or fees accrue, Sinocare will inform the User accordingly of the applicable terms and fees prior to the purchase of any Upgrades.

# 3. Registration process and user account

## 3.1 Users are only entitled to register a User Account if they are at least 18 years old, or at the age at which they have the legal capacity under the national law of their habitual residence.

## 3.2 During the registration process for a User Account, Users must accept these T&Cs, confirm that they have taken note of Sinocare’s Privacy Notice for the REACH APP, which can be found at REACH APP Privacy Notice.

## 3.3 When registering a User Account, Users must provide the following information during the registration process (“**Account** **Data**”):

### their email address;

### a user name; and

### an individual password.

### The provided information must be correct and the User must be the owner of the email address.

## 3.4 When logging in to his User Account in the REACH APP, the User will be prompted in the future to provide his email address or his user name and his individual password.

## 3.5 Users are obliged to keep all Account Data, in particular his user name and password, secret and carefully secure access to the User Account. Users shall ensure that no third parties have access to the User Account. The User must inform Sinocare immediately, if he becomes aware of the loss of login credentials, his mobile device with the installed REACH APP, or if there are indications that the User Account has been misused. Such notice must include the User’s email address and user name and may be sent to iCansupport@sinocare.com.

## 3.6 Sinocare reserves the right to delete the provided Account Data after a reasonable time, if the registration process fails, remains incomplete or is cancelled.

## 3.7 The User Account is not transferrable to a third party, as it is bound to the User, who indicated the Account Data during the registration process and successfully completed the registration. In the event that the User dies, Sinocare is permitted to give the User’s heirs access to the User Account and to provide them with the information required for this purpose.

## 3.8 In case the User Agreement is terminated by Sinocare or the User according to Section 7 of these T&Cs, the right to use and log in to the REACH APP expires as well automatically and immediately. Sinocare is then entitled to suspend the User Account immediately and delete the data associated with the User Account within a reasonable period of time, subject to retention obligations under applicable laws.

# 4. Use of the REACH App

## 4.1 The User is obliged to use the REACH APP solely for the purposes defined in these T&Cs and in accordance with these T&Cs. In particular, any kind of use is prohibited that may lead to a damage to the REACH APP, Sinocare’ s IT infrastructure (including its cloud servers), its distributors, third parties, other Users of the REACH APP or iCAN APP, violates statutory legal provisions or infringes any third party rights (e.g. intellectual property rights, data privacy rights). Users are not permitted to use the REACH APP in a manner that is suitable to harm Sinocare, its distributors, other Users, third parties or to take advantage of or threaten the operation of the REACH APP or Sinocare’ s IT infrastructure (including its cloud servers).

## 4.2 Sinocare owns and retains all rights, in particular intellectual property rights, title and interest in and to the REACH APP and all respective usage rights to the REACH APP. The User is entitled during the term of the User Agreement on a non-exclusive, non-permanent and non-transferable basis to use the REACH APP and its features in accordance with these T&Cs as well as the potentially applicable additional terms and conditions for Upgrades. The User shall be not entitled to

### use the REACH APP for commercial purposes or to benefit any third party;

### Use the Glucose Data in any way without prior consent of the iCAN User;

### use or attempt to use any unauthorized means to modify, reroute, or gain access to Sinocare Services or the Glucose Data;

### enable unauthorized third party applications, hardware or software to access, interfere with, or modify the REACH APP;

### sublicense any of the User’s rights under these T&Cs to a third party;

### modify, copy, dissemble, decompile, translate, decode, edit, distribute, or make the REACH APP publicly available or create derivative works of it, unless permitted by law;

### reverse engineer or derive the source code of the REACH APP, unless permitted by law; or

### use any automated means, processes or services to access or use Sinocare Services, or to copy or scrape any data from the Sinocare Services and the REACH APP.

## 4.3 The User is solely responsible to ensure that its mobile device meets the technical requirements for the use of the REACH APP. Users also have to ensure that they are using the latest version of the REACH APP. If the User does not update his REACH APP to the latest version provided by Sinocare, Sinocare cannot guarantee that the use of the REACH APP takes place with the current security standards.

# 5. Supply of the REACH APP

## 5.1 Sinocare supplies the REACH APP as a digital download on its website, which can be found at <https://www.icancgm.com>, and through Apple’s App Store, the Google Play Store and Huawei AppGallery. To the extent that the supply of the REACH APP is carried out by the providers of the aforementioned app stores, any potential delay in the supply of the REACH APP (including updates) by the providers of the app store is not the responsibility of Sinocare and does not constitute any claims of the User against Sinocare.

## 5.2 The use and supply of the REACH APP is free of charge and the User may download the REACH APP at any time from Sinocare’ s website or the app stores mentioned above. If in the future the REACH APP should provide chargeable content, Sinocare will inform the User in due time about the chargeability.

## 5.3 Sinocare supplies the REACH APP in its latest version and with the features and functions as set forth in Section 2. The features, functions and attributes of the Sinocare Services and the REACH APP described in Section 2 constitute the subjective and objective conformity requirements agreed upon between Sinocare and the User.

# 6. Warranty and Liability

## 6.1 Sinocare warrants that the REACH APP conforms to the subjective and objective conformity requirements at the time of its supply and that its use by the User to the contractually agreed extent in the country of first download of the app does not conflict with any third party rights. The User is aware that a stable internet connection of his device and the device of the iCAN User is required to ensure live data sharing. This is solely in the responsibility of the User and any malfunctions of the REACH APP in this context or in context of general internet traffic outages are outside the responsibility of Sinocare.

## 6.2 Insofar as the REACH APP does not meet the subjective or objective requirements for conformity as stipulated in these T&Cs, the user shall be entitled to the statutory warranty claims such as subsequent performance, revocation of the contract, reduction of the purchase price or damages, provided that the prerequisites of these provisions are met.

## 6.3 In accordance with Section 6.4, Sinocare will provide updates to the REACH APP, which maintain the contractual condition of the REACH APP, including (critical) security updates (“**Updates**”).

## 6.4 Sinocare provides Updates for the REACH APP as of the initial supply of the app to an individual User for a minimum period of two (2) years and as long as Sinocare supplies the REACH APP to an individual User. The maximum eligibility of an individual User to receive Updates ends with the termination of the User Agreement pursuant to Section 7 of these T&Cs.

## 6.5 Sinocare informs the User on available Updates by a corresponding notice in the REACH APP or on the website. In addition, providers of the app stores may inform the User on available Updates. Sinocare shall not be liable for any defect due to a failure by the User to update the REACH APP of which Sinocare has informed the User, unless the failure to update is caused by defective installation instructions provided to the User.

## 6.6 The liability under statutory law (regardless of the legal basis) of Sinocare and its legal representatives and vicarious agents is limited to damages (a) resulting from intent and gross negligence of Sinocare, its legal representatives or vicarious agents, (b) to life, body or health or (c) resulting from the culpable breach of material contractual obligations, i.e. obligations the fulfillment of which is a prerequisite for the due performance of the contract or the breach of which jeopardizes the realization of the purpose of the contract and compliance with which the other party may regularly rely on. In the latter case the liability shall be limited in case of slight negligence to the damage which was typically foreseeable at the time of contract conclusion.

## 6.7 The liability for the loss of data is limited to the effort for retrieval that would have occurred in case of regular and proper back-ups. The User is solely responsible for conducting the back-ups of the data that they entered or uploaded to Sinocare’ s cloud servers through the use of the respective feature in the REACH APP. The User is also solely responsible for saving any information required for evidence, accounting or other purposes on a storage device independent of Sinocare’ s services.

# 7. Term, Termination and Suspension

## 7.1 These T&Cs become binding upon successful registration of a User Account and acceptance of these T&Cs by the User during the registration process. The User Agreement for the Sinocare Services is concluded for an indefinite term.

## 7.2 The iCAN User can at any time restrict access of the User to his/her Glucose Data.

## 7.3 The User may terminate the User Agreement at any time either by sending a termination notice in text form via email to iCansupport@sinocare.com or by closing the User Account in the REACH APP and deletion of the REACH APP. In the event the User terminates the User Agreement by sending a termination notice via email, Sinocare will suspend the account and delete all data associated with the User’s User Account after a reasonable period of time and in accordance with Sinocare’ s data retention policies.

## 7.4 Sinocare may terminate the User Agreement at any time with a notice period of 30 days to the end of the month in text form without specifying any reasons.

## 7.5 If Sinocare has concrete indications of violations of the User against legal provisions or against obligations under these T&Cs, Sinocare may suspend the respective User Account until it is ensured that no further violations are committed.

## 7.6 In the event that the User repeatedly violates legal provisions or obligations arising from these T&Cs, Sinocare may permanently suspend the respective User Account. Violations of obligations under these T&Cs permitting permanent suspension include, in particular, the User’s obligations not to:

### transfer the User Account to a third party or grant a third party access to the User Account;

### provide false information during the registration process;

### use an email address that is not owned by the User;

### use the REACH APP in a manner that may cause damage to the REACH APP, Sinocare’ s IT infrastructure (including its cloud servers); or

### violate these T&Cs, statutory legal provisions or any third party rights (in particular those of the iCAN User).

## 7.7 If Sinocare suspends a User, Sinocare will take into account the legitimate interests of the User, in particular whether the User is responsible for the violation. Sinocare will inform the User of the reasons for temporary or permanent suspension at the latest when the suspension becomes effective.

## 7.8 Sinocare and the User have the right to terminate the User Agreement at any time without notice for good cause. Good cause for Sinocare includes, in particular, if the User repeatedly violates these T&Cs.

## 7.9 Sinocare may also terminate the User Agreement, if the User decides to reject material changes pursuant to Section 9.1.

## 7.10 If Sinocare has permanently suspended a User or terminated the User Agreement in accordance with these T&Cs, the User has no right to have his suspended User Account reinstated. The User is also not allowed to register a new User Account after a permanent suspension or a termination by Sinocare.

# 8. Privacy

## 8.1 Sinocare’ s current and applicable Privacy Notice for the REACH APP can be found here: REACH APP Privacy Notice.

# 9. Miscellaneous

## 9.1 Sinocare may, at its sole discretion, extend, reduce, change or completely cease to provide Sinocare Services to the Users, and amend these T&Cs. As far as changes are exclusively connected with advantages for the User, Sinocare will inform the User 30 days before the changes apply. In case of material changes to the Sinocare Services or to these T&Cs that could be disadvantageous for the User (e.g. introduction of a fee for previously free services, modifications of termination rights to the detriment of Users), Sinocare will inform the User upon a 30 days’ notice period. Changes become binding for the User and Sinocare if the User does not reject in writing (email is sufficient) within this deadline and continues to use the REACH APP and the Sinocare Services after the expiration of the deadline. Sinocare informs the End User about this effect along with the change notice.

## 9.2 The formation, interpretation and operation of this T&Cs and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of People’s Republic of China. If there is any conflict between the laws of People’s Republic of China and mandatory provisions of the law of the country in which the user resides, the latter shall prevail to the extent of such conflict.

## 9.3 Should any provision of these T&Cs be or become invalid in whole or in parts or should a loophole requiring closing show up, the validity of the other provisions shall not be affected. Rather, the Parties shall be obliged to replace the invalid or unenforceable provisions with another valid provision as close to the economic effect as possible.

## Date of the Terms of Use: Sep 2024