

Terms & Conditions for use of the LINAK Care Communication Web Portal

Welcome to LINAK® Care Communication System Web Portal (CCW).

The Care Communication System Web Portal (CCW) is a part of the Care Communication System (CCS).

The Care Communication System (CCS) is a communication system for the homecare sector. It is intended for easy communication between elderly or persons who require care as well as for caregivers and relatives.

The system consists of three parts: a Care Communication Module (CCM) mounted on the bed, a Care Communication Web Portal (CCW) and a Care Communication App (CCA).

In addition, there are sensors in the bed, sending messages to the CCW and the CCA, i.e. if the person has left the bed, is lying in a wet bed, or it is necessary to service the bed.

Communication containing detailed data is encrypted with HTTPS.

These Terms and Conditions shall apply to the use of the CCW:

Acceptance of the terms and conditions: Before using the Care Communication System Web Portal (CCW), you are required to read, understand and agree to these terms and conditions for use of the CCW. If you do not wish to be bound by these terms and conditions, please do not use the CCW.

Registration and authorisation: Your registration in the CCW implies registration of your contact data, which will be stored as your personal profile. If you are accessing the CCW on behalf of an organisation, you warrant that you are authorised to do so and you understand and confirm that such organisation will be legally bound by the terms and conditions.

Password: The password you have received authorises you, and only you, to use the CCW. You cannot make your password available to others. All users must request their own password and username.

Confidentiality: You will not disclose confidential information that you may obtain through your use of the CCW to any third party without the prior consent of the person in care.

Data Protection: Great importance is given to protection of the personal data of the person in care and you. Data Protection is described in our Privacy Statement, you will find a link to the Privacy Statement in the CCW.

Consent: You are obliged to ensure that the person in care, relatives, and other users give their individual, specific, and informed written consent to collection of personal data under the relevant Data Protection legislation in force at any time:

- a. The CCS is granted access to collect data and register activities;
- b. The care organisation can pass on the collected data within the care organisation;
- c. The care organisation and/or the relatives are entitled to set up an escalation list of people who receive messages, calls, and granted access to call the bed, and

Terms & Conditions for use of the LINAK Care Communication Web Portal

- d. The manufacturer of the care bed and LINAK are granted access to collect registered data in anonymised form. The purpose of the collection of data is to produce statistics to analyse causes for error and to improve the CCS.

On request, consents shall be made available to LINAK.

Intended for users 18 and older: The CCW is intended for use by individuals 18 years of age or older.

Intellectual Property Rights: All intellectual property rights relating to the CCS remain with LINAK. You are only allowed to use the CCS in accordance with these terms and conditions. The marks “Care Commutation System”, “Care Communication Web Portal”, “Care Communication Module”, and “LINAK” are trademarks belonging to LINAK. The content and design of the CCS is protected by Danish and international copyrights laws. You may not copy, reproduce, reengineer, republish, upload, post, display, transmit or frame any of these materials without prior written consent from LINAK, except that you may view, download, display and print a single copy of these materials for personal use.

LINAK limited liability: It is important to highlight that the CCS is not an emergency call system, but a communication platform. LINAK cooperates with external partners such as network operators and external data providers. LINAK shall not incur any liability if an attempt to communicate through the CCS is not successful. LINAK will use all reasonable efforts in order to ensure that the outage is as short and seldom as possible.

You understand and agree that the CCW and any services, content or information contained on or provided by LINAK is provided on an “as is” basis. LINAK does not make any express or implied warranties, representations or endorsements whatsoever (including without limitation warranties of title or non-infringement, or implied warranties of merchantability or fitness for a particular purpose) with regard to the service or any information provided through the CCW.

The use of the CCW is entirely at your own risk, and to the maximum extent permitted by applicable law LINAK shall not be liable for any direct, indirect, incidental, consequential, special, exemplary, punitive, or any other monetary or other damages, fees, fines, penalties, or liabilities arising out of or relating in any way to this service, or sites accessed through this service, and/or content or information provided herein. Your sole and exclusive remedy is to stop using the service. You are responsible for all kinds of liability related to misuse and submission of false data to the CCW.

LINAK shall be liable for products liability in accordance with mandatory product liability law. LINAK explicitly disclaims any other product liability.

User’s liability: If you or a third party (through misuse of your personal password) disclose any information in breach of these terms and conditions, you or your organisations contact on CCW will be liable for any fees, expenses or costs payable for the use of the information or material. You may also face claims for damages (e.g. for infringement of personal rights).

You agree that you will indemnify LINAK against any damages, losses, liabilities, judgments, costs or expenses arising out of a claim by a third party relating to any breach by you of any of your obligations

Terms & Conditions for use of the LINAK Care Communication Web Portal

pursuant to these terms and conditions. LINAK shall without undue delay notify you of any such claim and the parties shall cooperate in good faith in the defence of the same.

Force Majeure: Interruptions in the communication service may be caused by force majeure, or by technical and other measures, which can be carried out in the CCS, the suppliers or network operator, or to improve the services, e.g. maintenance, repairs, system-related updates, and expansions. LINAK will make every reasonable effort to re-instate the service immediately or to assist with their re-instatement. The following circumstances result in exemption from liability if they prevent performance of the agreement or make performance unreasonably onerous: Labour disputes and any other circumstances beyond the control of the parties concerned, such as fire, war, mobilisation or military call-up of similar dimensions, requisition, confiscation, currency restrictions, civil unrest or riots, the absence of transport, general shortages of goods, restrictions in fuel, and defects or delays in deliveries from sub-suppliers.

Termination of use: In the event you breach these terms and conditions or in any way misuse the CCS, LINAK reserves the right to suspend, terminate or block your access to the CCS without further notice. Furthermore, LINAK may terminate your access to the CCS, in the event you have stopped using the CCS. LINAK shall not be liable to you or any third party for any termination of your access to the CCS or the data. The clauses entitled Confidentiality, LINAK's limited liability, User's liability, Governing Law, and Miscellaneous shall survive the termination.

Governing Law: Danish law shall apply, without regard to its provisions on conflict of laws.

Miscellaneous: The Terms and Conditions may at any time be amended without notice and at the sole discretion of LINAK. All amended Terms and Conditions shall automatically be effective thirty (30) days after they were initially posted in the CCW. It is your responsibility to return to the Terms and Conditions from time to time to review the most current version. If one provision in this agreement should be invalid, the validity of all other provision shall not be affected.

Contact: If you have problems using the CCW and the CCS, please report them to your supplier of the Care Communication System.