

Spiromagic Terms and Conditions

Spiromagic offers Services that help you to record your lung function and will be able to support a better treatment:

- When using our Services you are still responsible for any risks associated with your athletic or recreational activities.
- Spiromagic makes no warranties and is not liable for your use of the Services.
- Always put personal safety first, follow applicable traffic regulations and do not operate your mobile device when in motion or in potential unsafe areas.
- We take care of the personal information you upload and share per default on the Spiromagic community. Please see our privacy policy.
- We may terminate your account if the terms are violated.
- The Services and Products is not intended for children under 18.
- Contact our support team for help or questions.

PLEASE READ THE FULL TERMS CAREFULLY BEFORE USING THE SPIROMAGIC SERVICES AS THEY ARE A LEGAL DOCUMENT WHICH GOVERNS YOUR RIGHTS AND RESPONSIBILITIES.

BY USING THE SERVICES, YOU AGREE TO THE TERMS AND ALL REVISIONS THEREOF. IF YOU DO NOT AGREE – DO NOT USE THE SERVICES

These terms and conditions (“Terms”) including terms set forth in the privacy policy (“Privacy Policy”) apply for the use of all services (“Services”) rendered by Spiromagic, its subsidiaries and affiliates via the website www.spiromagic.dk (“Site”), all associated sites, distribution channels and via the necessary software applications (“Software”) used in connection with the Services to the Users (“User” or “you”) of the Services. These Terms may be revised from time to time. At any time, the then-current version of the Terms can be found on the Site (www.spiromagic.dk/terms).

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1 The Spiromagic Services

Spiromagic ApS (Spiromagic) is a company, incorporated under Danish law with the Danish Commerce and Companies Agency, company registration number (cvr.no) 35653511, having its registered address at Generatorvej 8B, st., 2860 Søborg, Denmark.

Spiromagic offers Services that help you to record your lung function. Services are rendered to and accessed by you via the Internet or other data transmission facilities or carriers by use of an applicable device (Spiromagic etc.) ("Device") of your own choice. Your carrier's normal rates and fees apply. To use our service you will have to use the Spiromagic electronic device with your applicable device to record your lung function

Age Restrictions

The Services are intended solely for Users who are eighteen (18) years of age or older and it is a violation of the Terms for anyone under 18 to register for the Platform. Thus, you represent and warrant that you are 18 or older. If you are 18 or older, but under the age of 18, you must review the Terms with you parent(s) or legal guardian(s) to ensure that both you and your parent(s) or legal guardian(s) understand and consent to the Terms. A parent or legal guardian accepting the Terms for the benefit of a child, agrees and accepts full responsibility for his or her child's use of the Services, including all financial charges and legal liability that such child may incur.

2 Disclaimer of Warranties and Liability

All Services provided "AS IS"

The Services are provided "AS IS" without any express or implied warranties of any kind. Spiromagic disclaims all warranties to the fullest extent permitted by law, whether express or implied, including, but not limited to, warranties of title, merchantability, fitness for a particular purpose and non-infringement. Spiromagic cannot guarantee that use of the Services will be timely, uninterrupted, secure or error-free, that any defects, errors or malfunctions will be corrected, that the Services or that this Platform or the server that makes the Platform available are free of viruses or anything else harmful. To the fullest extent permitted by law, Spiromagic undertakes no warranties or representations as to the use of the Services in terms of correctness, accuracy, adequacy, usefulness, reliability, availability or otherwise. Spiromagic is not liable for any communications between Spiromagic and you. You bear the responsibility and cost of your choice of data transmission facilities. However, your carrier's normal rates and fees apply.

Personal Safety Notice

You understand and agree that all your athletic and / or recreational activities using the Services may have inherent, implicit and / or expressed risks of bodily injury or death and / or property damage.

You understand and agree that you voluntarily and at your own free will assume all known and unknown risks associated with such athletic or recreational activities even if such risks may be claimed to be caused in whole or part by actions, inactions or negligence of Spiromagic or others.

You understand and agree that Spiromagic will not carry out and is not responsible for any physical inspection, medication, supervision, preparation, execution or conduct of any activities related to the Services, including but not limited to featured, official or User created challenges, routes, friendly competitions or similar or any event that utilizes Spiromagic's Services; Irrespective of any information or Content related to the Services, Spiromagic encourages you to always put safety first, do not change settings on your Device and / or the Software while in motion or in unsafe areas.

You understand and agree that you download or otherwise obtain the Services at your own risk, and will be solely responsible for your use and any damage to your mobile Device, computer system or other device by which you access the Services, loss of data or other harm of any kind that may occur as a result thereof.

No Medical advice on physical activity

You understand and agree that Spiromagic do not provide medical advice through the Services. You need to consider the risks involved and may need to consult with your medical professional before using Spiromagic. Spiromagic is not responsible or liable for any injuries or damages you may sustain that result from your use of, or inability to use, the Services, delay or negligence in seeking medical advice from your medical professional.

Limitation of liability

To the fullest extent permitted by law, Spiromagic, its subsidiaries, affiliates, officers, agents, representatives, employees, partners and licensors shall not be liable for any direct, special, incidental, indirect or consequential damages, including but not limited to any lost profits, business interruptions or lost data, that result from the use of, or the inability to use, the Services, including any User Generated Content, even if Spiromagic has been advised of the possibility of such damages. That said if Spiromagic is found to be liable to you for any damage or loss which is in any way connected with your use of the Services or any content, Spiromagic's liability shall not exceed the subscription fees paid by you for the Use of the Services or DKK 1 000 whichever is the higher. You expressly agree and promise not to sue the Released Parties for any claims, actions, injuries, damages, or losses associated with your use of the Services.

Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you in its entirety. However, you agree the provisions of liability will be limited to the extent permitted by law.

If links are established to a third-party website, Spiromagic is not liable for the contents of such third-party websites. This includes links to partner's website that may use Spiromagic's logos as part of a co-branding agreement.

Indemnity

You agree to indemnify, defend, and hold harmless the Released Parties from and against all claims, losses, liabilities, expenses, damages and costs, including, without limitation, attorneys' fees, arising from or relating in any way to your User Generated Content, your use of the Services and / or Content and your conduct in connection with the Services or with other Users of the Services, or any violation of these Terms, any law or the rights of any third party.

3 Intellectual Property Rights – Use Restrictions

All Intellectual Property to Content as defined below (except from User Generated Content) featured or displayed on the Site or via the Services, is the property of Spiromagic, its subsidiaries or Spiromagic's business partners and is protected under Danish and other copyright laws, patent and trademark laws and other legislation. "Content" includes but is not limited to logos, trademarks, design, structure, text, graphics, photographs, images, videos, audio, sound, illustrations, interfaces, Software data etc. incorporated into, accompanying or generated by the Software. Spiromagic, its subsidiaries and its respective partners reserves all rights to Content not expressly granted under these Terms. The Spiromagic name, the Spiromagic logo and other Spiromagic logos and products and names related to the Services are the exclusive trademarks of, and are owned by, Spiromagic and may not be used or displayed in any manner without the prior written permission from Spiromagic.

If you download Software, including any other Content, from the Site, associated sites and/or distribution channels, the Software is licensed to you by Spiromagic. Spiromagic does not transfer title to the Software to you. THE LICENSE TO USE THE SOFTWARE AND SERVICES IS LIMITED, PERSONALLY, NON-EXCLUSIVE, NON-TRANSFERABLE AND FOR NON-COMMERCIAL USE ONLY.

NO COMMERCIAL USE. ANY COMMERCIAL USE (E.G. ADVERTISING, SOLICITATION AND OTHER COMMERCIAL CONTENT) IS SUBJECT TO PRIOR WRITTEN AGREEMENT WITH SPIROMAGIC. However, Spiromagic accepts that non-profit health organizations may in connection with non-commercial actions may support Spiromagic, as well as the media is welcome to refer to Spiromagic.

You may not decompile, reverse engineer, disassemble or otherwise attempt to discover any source code, remove, redistribute, sell, assign, transfer any right in, loan, lease, grant any security interest in or any right to the Site, Services, Software, Content, User Generated Content of other Users or any parts thereof. You agree not to use any data mining, robots, scraping or similar data gathering methods. A breach hereof may result in civil and criminal sanctions.

4 User Conduct and User Generated Content

To use all the Services available, you must create a Spiromagic account either by direct sign up via the Site or by usage of another sign up feature made available by Spiromagic via the Services. Any signup is subject to you providing the true, accurate and complete personal information ("User Data") as prompted by the relevant sign up feature. You undertake to keep your User Data accurate and current and thus without undue delay update your User Data when relevant.

You are responsible for any actions that take place while using your Spiromagic account. Keep your username and password secure and do not allow anyone else to use them to access the Services. Spiromagic is not responsible for any loss that results from unauthorized use of your username and password, with or without your knowledge.

Any content that you and other Users post or otherwise make available on or through the Services, except such Content owned by Spiromagic, its subsidiaries business partners, shall be deemed "User Generated Content", including communications (comments, pep talks etc.), materials, information, data, profiles, messages, notes, links to websites, text information, photos, music, videos, designs, graphics, sounds, and any other content.

All User Generated Content submitted by you on the Site or via the Services will be considered non-confidential and non-exclusive. You grant to Spiromagic a non-exclusive, non-revocable, worldwide, transferable, royalty-free, perpetual right to use your User Generated Content in any manner or media now or later developed, for any purpose, commercial, advertising, or otherwise, including the right to translate, display, reproduce, modify, create derivative works, sublicense, distribute, assign and commercialize without any payment due to you. Provided, however, that such use shall be conducted with due respect to your privacy as described in the Privacy Policy.

You are granted a limited, non-exclusive right to create a text hyperlink to the Site, provided such link does not portray Spiromagic, its trademarks or any of its marks, products or services in a false, misleading, derogatory or otherwise defamatory manner, and provided further that the linking site does not contain any pornographic, illegal, offensive, harassing or otherwise objectionable material.

You agree not to use the Services to post or transmit any material which is or may be infringing on intellectual property rights of others, harassing, threatening, false, misleading, inflammatory, libelous, an invasion of privacy

or disclosure of private information, obscene, pornographic, abusive, discriminating, illegal or any material that could constitute or encourage conduct that would be considered a criminal offence, violate the rights of any party or in other ways may give rise to civil liability or non-compliance with any relevant laws of your local jurisdiction.

User Interaction Disclaimer

You are solely responsible for your interactions with other Users, whether online or in person, including but not limited to comments, challenges, routes, pep talks, friendly competition etc. Spiromagic assumes no responsibility or liability for any loss or damage resulting from any interaction with other Users of the Services, persons you meet through the Services, or persons who find you because of User Generated Content posted on, by or through the Services. You agree to take reasonable precautions in all interactions with other Users on the Platform, and conduct any necessary investigation before meeting another person. Spiromagic is under no obligation to become involved in any disputes between Users, but may do so at its own discretion. If Spiromagic chooses to monitor any User Generated Content, it assumes no responsibility for, or any obligation to monitor or remove, such User Generated Content.

Spiromagic do not monitor or prescreen User Generated Content prior to posting. Spiromagic do not undertake any obligation or liability relating to any User Generated Content or activities of Users on the Services.

Spiromagic reserves all rights to edit, remove, or refuse to post any User Data, User Generated Content or terminate your account for any reason.

You acknowledge, consent and agree that Spiromagic may access, preserve and disclose your User Data, and other of your User Generated Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to comply with a legal process, enforce the Terms, respond to claims that any Content or User Generated Content violates the rights of third parties or protect the rights, property or personal safety of Spiromagic, its Users and the public.

5 Third Party Service Providers and Advertisers

Spiromagic may choose at any time to have its business partners' and other third parties' products, services, advertisements and other offers made available via the Services. Any such offerings made available to you, even if co-branded with Spiromagic, are made and offered directly by the applicable third party service provider or advertiser, unless otherwise expressly noted. You acknowledge and accept that if you buy any such products or services offered you are contracting directly with the applicable business partner or third party service provider or advertiser. Your correspondence or business dealings with, or participation in promotions of, third party service providers or advertisers found on or through the Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party service provider or advertiser. Spiromagic shall not be responsible or liable for the performance or nonperformance of any third party service provider or advertiser and any loss or damages of any kind resulting thereof.

6 Links

Spiromagic, Users in User Generated Content, third party service providers and advertisers may provide links to other Internet sites and / or other resources. Since Spiromagic has no control over such sites and resources, you acknowledge and agree that Spiromagic shall not be responsible nor liable for the availability, content, advertising, products, services or other materials on or available from such sites or resources. When we do link to a third-party website, this does not automatically imply that Spiromagic endorses that website, its contents or products. Please note that these third-party websites may have their own privacy policy.

7 Termination

Spiromagic reserves the right to change, discontinue and / or terminate any and all Services at any time without notice.

Spiromagic may at any time, at its own discretion for any or no reason, and without any warning or notice, edit or remove in whole or in part any Users account and User Generated Content and further to restrict Users use of all or any part of the Services. Spiromagic also reserves the right to block Users from certain IP addresses or Device numbers and prevent access to the Services. You understand and agree that some of your User Generated Content, which is displayed outside your profile, in activity feeds, in other parts of the Services, or on other platforms (e.g., Facebook, Twitter etc.), may continue to appear on the Services or on other platforms even after your User Generated Content is removed or your account is terminated

8 Severability and Perseverance

Should any provision of the Terms be held invalid, unlawful, void or unenforceable, the remainder of the Terms shall continue to be valid and enforceable. Some jurisdictions do not permit limitations or exclusions on warranties, so the above limitations may not apply to you.

Any provisions of the Terms which by their nature shall survive any termination of use of the Services, irrespective of the cause, including but not restricted to Privacy Policy, Disclaimer of Warranties and Liability, Intellectual Property Rights, Miscellaneous, Severability and Perseverance, Miscellaneous and Applicable law shall survive any termination.

9 Miscellaneous

Spiromagic only may assign its rights and obligations under these Terms to any party at any time without notice to you.

Spiromagic may use subcontractors to perform the Services. Such subcontracting parties shall comply with the applicable provisions of the Terms.

The use of the Services shall not construe any joint venture, partnership, employment or agency relationship exists between you and Spiromagic.

Spiromagic is entitled to revise these Terms at any time. Spiromagic will inform you hereof by mail, on the Site, via the Services and / or by other means deemed appropriate and adequate by Spiromagic.

Spiromagic's failure to insist upon or enforce strict performance of any of these Terms shall not be considered a waiver of any provision or right.

Neither the course of conduct between the parties nor trade practice shall modify any of these Terms.

10 Applicable Law

Services are rendered to you under and in accordance with Danish law. Any dispute between you and Spiromagic is governed in all respects by Danish law, without regard to its choice of law provisions, and not by the 1980 U.N. Convention on contracts for the international sale of goods (CISG).

You agree that any notice, agreement or other disclosed communication that Spiromagic sends you electronically will satisfy any legal communication requirements, including that such communications be in writing.

11 Contact and Notices

All notifications, questions and comments to Spiromagic relating to these Terms can be submitted via e-mail to info@spiromagic.com