

Lohman Technologies

Terms of Service

Effective Date: [DATE]

1. Introduction

These terms of service are entered into between you and Lohman Technologies, LLC, a Wisconsin limited liability company, ("Lohman," "we," "us," or "our," as the context may require). These Terms of Service, together with any documents they expressly incorporate by reference (collectively, these "Terms of Service"), govern your access to and use of <https://homecg-afib.com/>, <https://www.lohmantech.com/>, and any other websites to which these Terms of Service are posted (each a "Site" and collectively the "Sites"), as well as software and applications which include a reference incorporating these Terms of Service (each an "App" and collectively the "Apps"). The Sites, the Apps, and all of the software and mobile applications, products, functionality, services, or other content offered on or through the Sites, the Apps, or devices sold by Lohman ("Lohman Devices") are collectively referred to herein as the "Services."

2. Medical Disclaimers

THE SERVICES ARE NOT INTENDED TO DIAGNOSE OR IDENTIFY ANY HEART CONDITION OR AUTOMATICALLY ALERT ANY USER, PATIENT, OR ANY HEALTHCARE PROFESSIONAL TO POTENTIALLY SERIOUS HEART OR CARDIOVASCULAR CONDITIONS OR ABNORMAL ARRHYTHMIAS. THE SERVICES DO NOT PROVIDE, NOR ARE THEY INTENDED TO PROVIDE, CONTINUOUS MONITORING. WE DO NOT GUARANTEE A RESPONSE BY ANY HEALTHCARE PROFESSIONAL(S) TO ANY INFORMATION CREATED ON OR REPORTED THROUGH THE SERVICES. ALTHOUGH THE SERVICES MAY PROVIDE CERTAIN FORMS OF ECG INTERPRETATION AND/OR ALLOW YOU TO CONFIGURE THE SERVICES TO CONNECT TO YOUR HEALTHCARE PROVIDER AND/OR A THIRD-PARTY TELEHEALTH OR REMOTE PATIENT MONITORING SERVICE OR APPLICATION, LOHMAN DOES NOT REVIEW, MONITOR, OR EVALUATE ANY INFORMATION GENERATED FROM OR PROVIDED TO THE SERVICES OR LOHMAN DEVICES.

EXCEPT AS OTHERWISE SET OUT IN THESE TERMS OF SERVICE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE ARE NOT RESPONSIBLE OR LIABLE, EITHER DIRECTLY OR INDIRECTLY, FOR ANY INJURIES OR DAMAGES THAT ARE SUSTAINED FROM YOUR USE OF, OR INABILITY TO USE, THE SERVICES, LOHMAN DEVICES, OR ANY OF OUR PRODUCTS, EVEN IF CAUSED IN WHOLE OR PART BY THE ACTION, INACTION OR NEGLIGENCE OF LOHMAN OR BY THE ACTION, INACTION OR NEGLIGENCE OF OTHERS.

NOTHING IN THE SERVICES, THESE TERMS OF SERVICE, ON PRODUCT PACKAGING, OR IN ANY INFORMATION PROVIDED BY LOHMAN IS INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL HEALTH CARE ADVICE, DIAGNOSIS, OR TREATMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY AGREE THAT WE ARE DO NOT AND ARE NOT PROVIDING MEDICAL ADVICE. NOTHING IN THESE TERMS, ON PRODUCT PACKAGING OR IN ANY INFORMATION PROVIDED BY LOHMAN IS INTENDED TO BE AND SHOULD NOT BE USED IN PLACE OF (A) THE ADVICE OF YOUR PHYSICIAN OR OTHER PROFESSIONALS, OR (B) A VISIT, CALL OR CONSULTATION WITH YOUR PHYSICIAN OR OTHER MEDICAL PROFESSIONALS. SHOULD YOU HAVE ANY HEALTH-RELATED QUESTIONS, PLEASE CALL OR SEE YOUR PHYSICIAN OR OTHER HEALTHCARE PROVIDER PROMPTLY. IF YOU HAVE AN EMERGENCY, CALL YOUR PHYSICIAN OR YOUR LOCAL EMERGENCY SERVICES IMMEDIATELY.

YOU SHOULD CONSULT WITH YOUR HEALTHCARE PROVIDER(S) AND CONSIDER THE ASSOCIATED RISKS BEFORE USING ANY LOHMAN PRODUCT OR SERVICE. EACH PERSON HAS UNIQUE CONDITIONS AND ABILITIES AND THE USE OF OUR PRODUCTS OR SERVICES IS AT YOUR OWN RISK. IF YOU CHOOSE TO USE LOHMAN PRODUCTS OR SERVICES, YOU DO SO OF YOUR OWN FREE WILL AND ACCORD, KNOWINGLY AND VOLUNTARILY ASSUMING ALL RISKS ASSOCIATED WITH THE USE OF SUCH PRODUCTS OR SERVICES.

3. Acceptance of these Terms of Service; Eligibility

Please read the Terms of Service carefully before you start to use the Services. By accessing or using the Services, or by clicking to accept or agree to these Terms of Service when this option is made available to you, you agree to be bound and abide by all laws and regulations applicable to your use of the Services, these Terms of Service, our [Privacy Policy](#), and our [Notice of Privacy Practices](#) (collectively, the "[User Terms](#)"). The User Terms are incorporated herein by reference. If you do not want to agree to the User Terms, your choice is to not access or use the Services and not communicate with us regarding the Services.

The Services are offered and available only to users who (a) are at least eighteen (18) years old, (b) reside in the United States, and (c) have not previously been suspended or removed from the Services. By using the Services, you represent and warrant that you meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Services. If you are using the Services on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind that organization to these Terms of Service and you agree to be bound by these Terms of Service on behalf of that entity, organization, or company.

4. Changes to these Terms of Service

We may revise and update these Terms of Service from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Services thereafter. Your continued use of the Services following the posting of revised Terms of Service means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you. Your sole and exclusive remedy if you do not agree with any modification to these Terms of Service is to terminate your use of the Services. You may not amend or modify these Terms of Service under any circumstances.

5. Changes to the Services

We may update the content on the Services from time to time, but such content is not necessarily complete or up to date. Any of the material on the Services may be out of date at any given time, and we are under no obligation to update such material.

6. Information Collected on or through the Services

All information we collect on or through the Services is subject to our [Privacy Policy](#) and our [Notice of Privacy Practices](#) (as applicable). By using the Services, you consent to all actions taken by us with respect to your information in compliance with our [Privacy Policy](#) and our [Notice of Privacy Practices](#).

7. Other Terms and Conditions

Additional terms and conditions may also apply to specific portions, services, or features of the Services. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Service.

8. Use of the Services

The Services are intended only to allow the capturing, uploading, analysis, viewing, exporting and/or sharing of certain ECG and other health data with your healthcare professional and/or a third-party telehealth or remote patient monitoring service or application. You may not access or use the Service for any other purpose. You may use the Services, including any data generated by or for you on or by the Services only for lawful and appropriate purposes on your own behalf, and subject to your full compliance with these Terms of Service.

9. Accessing the Services and Account Security

We reserve the right to withdraw or amend the Services, and any service or material provided therein, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Services is unavailable at any time or for any period. From time to time, we may restrict access to some or all parts of the Services to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Services.
- Ensuring that all persons who access the Services through your internet connection are aware of these Terms of Service and comply with them.

To access the Services or some of the resources they offer, you may be asked to provide certain registration details or other information. It is a condition of your use of the Services that all the information you provide on and/or through the Services is correct, current, and complete. You agree that all information you provide to us to register with the Services or otherwise, including, but not limited to, through the use of any interactive features on the Services, is governed by our [Privacy Policy](#) and our [Notice of Privacy Practices](#) and you consent to all actions we take with respect to your information consistent with our [Privacy Policy](#) and our [Notice of Privacy Practices](#).

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Services or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Service.

10. User Content and Feedback

Certain features of the Services may permit you to upload to or create content on the Services ("User Content"), including text or other data. You retain copyrights, including any moral rights, and any other proprietary rights that you may hold in the User Content; provided that if you choose to export information or otherwise share information with your healthcare provider(s), such information may become part of your health record(s), and that copy of such information may be owned and/or controlled by your healthcare provider(s) under applicable law.

By creating or uploading User Content, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns, a perpetual, irrevocable, non-exclusive, fully paid, royalty-free, worldwide, transferable right and license (with the right to sublicense) to process your User Content for any purpose in accordance with our [Privacy Policy](#) and our [Notice of Privacy Practices](#). We reserve the right to delete or refuse to accept, post, or display any User Content in our sole discretion.

By exporting or otherwise posting or sharing User Content with any third party (such as your healthcare provider or a Third-Party Service), you grant those third parties a non-exclusive license to access and use that User Content as permitted by these Terms of Service, to the extent permitted by the functionality of the Services.

You are solely responsible for your User Content and the consequences of posting or publishing User Content. We are not responsible or liable to any third party for the content or accuracy of any User Content you create, upload, or export. You represent and warrant that (a) you own or control all rights in and to the User Content and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns and (b) your User Content does and will comply with these Terms of Service.

If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Services (the "Feedback"), then you hereby grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns, an unrestricted, perpetual, irrevocable, non-exclusive, fully paid, royalty-free, worldwide right to exploit the Feedback in any manner and for any purpose, including to improve the Services and create other products and services.

11. Intellectual Property Rights

The Services and their contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, audio, trademarks and logos, and the design, selection, and arrangement thereof) are owned by Lohman, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Service permit you to use the Services for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on or through the Services, except as follows:

- Your computer or other electronic device may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.

- You may print or download one copy of a reasonable number of pages of the Services for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- You may download a single copy of the App to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by these Terms of Service, including without limitation Section 21 (App-Specific Terms).
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

You may not:

- Modify copies of any materials from the Services.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Services.

You may not access or use any part of the Services for any commercial purposes.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Services in breach of these Terms of Service, your right to use the Services will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No rights, title, or interest in or to the Services or any content therein is transferred to you, and all rights not expressly granted are reserved by Lohman. Any use of the Services not expressly permitted by these Terms of Service is a breach of these Terms of Service and may violate copyright, trademark, and other laws.

12. Trademarks

Without limiting the generality of Section 11, Lohman's name, Lohman's logo, HomECG+, the HomECG+ Logo, and all related names, logos, product and service names, designs, and slogans are trademarks of Lohman or its affiliates or licensors. You may not use such marks without the prior written permission of Lohman. All other names, logos, product and service names, designs, and slogans on the Services are the trademarks of their respective owners.

13. Prohibited Uses

You may use the Services only for lawful purposes and in accordance with these Terms of Service. You agree not to use the Services:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm any person in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate Lohman, a Lohman employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names).

- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm Lohman or users of the Services, or expose them to liability.

Additionally, you agree not to:

- Use the Services in any manner that could disable, overburden, damage, or impair the Services or interfere with any other party's use of the Services, including their ability to engage in real time activities through the Services.
- Use any robot, spider, or other automatic device, process, or means to access the Services for any purpose, including monitoring or copying any of the material on the Services.
- Use any manual process to monitor or copy any of the material on the Services, or for any other purpose not expressly authorized in these Terms of Service, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Services.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Services, the server on which the Services is stored, or any server, computer, or database connected to the Services.
- Attack the Services via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Services.

14. Content Standards

These content standards apply to all User Content and use of the Services. User Content must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Content may not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Service, our [Privacy Policy](#) or our [Notice of Privacy Practices](#).
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.

- Give the impression that they emanate from or are endorsed by us or any other person or entity if this is not the case.

15. Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Content for any or no reason at our sole discretion.
- Take any action with respect to any User Content that we deem necessary or appropriate in our sole discretion, including if we believe that such User Content violates these Terms of Services, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Services or the public, or could create liability for Lohman.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services.
- Terminate or suspend your access to all or part of the Services for any or no reason, including without limitation, any violation of these Terms of Service.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Services. YOU WAIVE AND HOLD HARMLESS LOHMAN AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material (including User Content) before it is posted on the Services and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

16. Copyright Infringement

It is Lohman's policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("DMCA").

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Services, please notify Lohman's copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

- An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
- Identification of the copyrighted work that you claim has been infringed;
- Identification of the material that is claimed to be infringing and where it is located on the Services;

- Information reasonably sufficient to permit us to contact you, such as your address, telephone number, and e-mail address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
- A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Lohman Technologies, LLC
ATTN: Legal Department
N27 W23953 Paul Rd, #204,
Pewaukee, WI 53072
info@homecg-afib.com

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that this procedure is exclusively for notifying Lohman and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with Lohman's rights and obligations under the DMCA, including 17 U.S.C. § 512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, Lohman has adopted a policy of terminating, in appropriate circumstances, users who are deemed to be repeat infringers. Lohman may also at its sole discretion limit access to the Service and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

17. Reliance on Information Posted

The information presented on or through the Services is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Services, or by anyone who may be informed of any of its contents.

This Services may include content provided by third parties, including materials provided by other users and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Lohman, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Lohman. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

18. Linking to the Services

You may link to our homepage(s), provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you may not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with these Terms of Service. You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice at our discretion.

19. Third-Party Services and Linked Websites

The Services may contain links to other sites and resources provided by third parties. If the Services contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the Services, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

The Services may permit you to export information to your healthcare provider and/or to third-party services or applications (such as telehealth or remote patient monitoring applications or services) (the "Third-Party Services") or import information from the Third-Party Services. By using Third-Party Services and configuring the Services and/or the Third-Party Services to import or export certain information to or from the Services, you represent and warrant to us that: (a) the transfer(s) you enable are permitted under applicable law; (b) that you are directing us to, and we are authorized to, transfer information to or accept information from the applicable Third-Party Service on your behalf; and (c) that you are authorized to direct us to take the foregoing actions. We do not control and are not responsible for how any third party (including without limitation your healthcare provider or the third-party applications and services discussed above) processes information. If you import information from a Third-Party Service to the Services, you grant Lohman a perpetual, irrevocable, worldwide, license to process such imported information in accordance with our [Privacy Policy](#) and our [Notice of Privacy Practices](#).

20. Geographic Restrictions

We provide the Services for use only by persons located in the United States. We make no claims that the Services or any of its content is accessible or appropriate outside of the United States. Access to the Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

21. App-Specific Terms

This section (these "App-Specific Terms") governs your access to and use of each App which includes a reference incorporating these Terms of Service. As used in these App-Specific Terms the "App" refers to each App which includes a reference incorporating these Terms of Service. You acknowledge and agree that the App is licensed, not sold, to you.

BY DOWNLOADING, INSTALLING, AND/OR USING THE APP, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE APP-SPECIFIC TERMS; (B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THESE APP-SPECIFIC TERMS AND AGREE THAT YOU ARE LEGALLY BOUND BY THEIR TERMS. IF YOU DO NOT AGREE TO THE APP-SPECIFIC TERMS, DO NOT DOWNLOAD, INSTALL, OR USE THE APP AND DELETE THE APP FROM YOUR DEVICE.

A. License Grant

Subject to the terms and conditions contained in the User Terms, Lohman grants you a limited, non-exclusive, and non transferable license to: (a) download, install, and use the App for your personal, non-commercial use on a single device owned or otherwise controlled by you (your "Device"), strictly in accordance with the App's documentation; and (b) access, stream, download, and use on your Device the content and services (made available in or otherwise accessible through the App, strictly in accordance with the User Terms.

B. License Restrictions

You shall not: (a) copy the App, except as expressly permitted by these Terms of Service; (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the App; (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the App or any part thereof; (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the App, including any copy thereof; (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the App, or any features or functionality of the App, to any third party for any reason, including by making the App available on a network where it is capable of being accessed by more than one device at any time; or (f) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the App.

C. Reservation of Rights

You acknowledge and agree that the App is provided under license, and not sold, to you. You do not acquire any ownership interest in the App under these Terms of Service, or any other rights thereto other than to use the App in accordance with the license granted, and subject to all terms, conditions, and restrictions, under these Terms of Service. Lohman and its licensors and service providers reserve and shall retain their respective right, title, and interest in and to the App and the Services, as the case may be, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in these Terms of Service.

D. Collection and Use of Your Information

You acknowledge that when you download, install, or use the App, Lohman may use automatic means (including, for example, cookies and web beacons) to collect information about your Device and about your use of the App. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the App or certain of its features or functionality, and the App may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with the App is subject to our [Privacy Policy](#) and our [Notice of Privacy Practices](#). By downloading, installing, using, and providing information to or through the App, you consent to all

actions taken by us with respect to your information in compliance with our [Privacy Policy](#) and our [Notice of Privacy Practices](#), which are incorporated herein by this reference.

E. Updates

Lohman may from time to time in its sole discretion develop and provide updates to the App, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Lohman has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Device settings when your Device is connected to the internet either:

- the App will automatically download and install all available Updates; or
- you may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the App or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the App and be subject to all terms and conditions of these Terms of Service.

F. Third-Party Materials

The App may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services, including through third-party advertising ("[Third-Party Materials](#)"). You acknowledge and agree that Lohman is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Lohman does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

G. Term and Termination

These App-Specific Terms commence when you download and install the App and will continue in effect until terminated by you or Lohman as set forth in this subsection.

You may terminate these Terms of Service by deleting the App and all copies thereof from your Device.

Lohman may terminate these Terms of Service at any time without notice if it ceases to support the App, which Lohman may do in its sole discretion. In addition, these Terms of Service will terminate immediately and automatically without any notice if you violate any of the terms and conditions of these Terms of Service.

Upon termination, (i) all rights granted to you under these App-Specific Terms will also terminate; and (ii) you must cease all use of the App and delete all copies of the App from your Device and account. Termination will not limit any of Lohman's rights or remedies at law or in equity.

H. Application Store Terms

The following applies if you download or otherwise acquire the App via the Apple "App Store" or via Google's "Google Play" Store: You and Lohman acknowledge and agree that these Terms of Service are solely between you and Lohman, not Apple or Google, as applicable (the "App Store Operator"), and that the applicable App Store Operator has no responsibility for the App or content thereof. and Lohman acknowledge and agree that the applicable App Store Operator has no obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify the applicable App Store Operator, and the applicable App Store Operator will refund the purchase price for the App to you; to the maximum extent permitted by applicable law, the applicable App Store Operator will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms of Service and any law applicable to Lohman as provider of the software. You and Lohman acknowledge and agree that the applicable App Store Operator is not responsible for addressing any claims of you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by these Terms of Service and any law applicable to Lohman as provider of the software. You and Lohman acknowledge and agree that, in the event of any third-party claim that the App or your possession and use of that App infringes that third party's intellectual property rights, Lohman, not the applicable App Store Operator, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms of Service. You hereby represent and warrant to Lohman and the applicable App Store Operator that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You and Lohman acknowledge and agree that the applicable App Store Operator, and the App Store Operator's subsidiaries, are third party beneficiaries of these Terms of Service as relates to your license of the App, and that, upon your acceptance of the terms and conditions of these Terms of Service, the applicable App Store Operator will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service as relates to your license of the App against you as a third party beneficiary thereof.

22. Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE SERVICES, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES IS AT YOUR OWN RISK. THE SERVICES, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER LOHMAN NOR ANY PERSON ASSOCIATED WITH LOHMAN MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER LOHMAN NOR ANYONE ASSOCIATED WITH LOHMAN REPRESENTS OR WARRANTS THAT THE SERVICES, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LOHMAN HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

23. Limitation on Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF LOHMAN AND ITS SUBSIDIARIES AND AFFILIATES, AND THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE GREATER OF \$10 OR THE AMOUNT YOU HAVE PAID TO LOHMAN FOR THE APPLICABLE CONTENT, PRODUCT, OR SERVICE IN THE LAST TWELVE (12) MONTHS OUT OF WHICH SUCH LIABILITY AROSE.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

24. Indemnification

You agree to defend, indemnify, and hold harmless Lohman, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Service or your use of the Services other than as expressly authorized in these Terms of Service, or your use of any information obtained from the Services.

25. Limitation of Time to File Claims

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR THE SERVICES MUST BE

COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

26. Governing Law and Jurisdiction

All matters relating to the Services and these Terms of Service, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Service or the Services shall be instituted exclusively in the federal courts of the United States or the courts of the State of Wisconsin, in each case located in Waukesha County, Wisconsin, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Service in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

27. Waiver and Severability

No waiver by Lohman of any term or condition set out in these Terms of Service shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Lohman to assert a right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

If any provision of these Terms of Service is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Service will continue in full force and effect.

28. Miscellaneous

Except as expressly permitted above, these Terms of Service may be amended only by a written agreement signed by authorized representatives of all parties to these Terms of Service. You may not assign or transfer these Terms of Service or your rights under these Terms of Service, in whole or in part, by operation of law or otherwise, without our prior written consent, which may be granted or withheld in our sole discretion. Any attempted assignment by you without such consent shall be null and void. We may assign these Terms of Service at any time without notice or consent, to the maximum extent permitted by applicable law. Use of section or subsection headers in these Terms of Service is for convenience only and will not have any impact on the interpretation of any provision. Lohman will be excused from performance under these Terms of Service for any period that it is prevented from or delayed in performing any obligations pursuant to these Terms of Service, in whole or in part, as a result of any event or circumstances beyond Lohman's control.

29. Entire Agreement

These Terms of Service and the documents incorporated therein constitute the sole and entire agreement between you and Lohman regarding the Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Services.

30. Contact Us

To ask questions about these Terms of Use or the User Terms, contact us by one of the methods listed below:

Mail: Lohman Technologies, LLC
N27 W23953 Paul Rd, #204,
Pewaukee, WI 53072

Phone: 866-321-AFIB (2342)
or
(262) 672-6232

Fax: (888) 494-8950

E-mail: info@homecg-afib.com