



# PlatR Terms and Conditions (“Terms”)

**PlatR document**

**Document ID: PRD02-05**

**Confidentiality: PUBLIC**

## 1. General

BioSistemika is the seller of PlatR, a product comprised of several hardware and software components, which may differ, depending on the purchased configuration:

- a) Samsung Galaxy Tab,
- b) Bluetooth footswitch,
- c) Barcode reader,
- d) Touch pen,
- e) Screen protector,
- f) Holder for ELISA strips,
- g) Holder for PCR plate and strips,
- h) Stand for adjustable inclination,
- i) Adhesive plate holder,
- j) PlatR Application:
  - a. PlatR Application preinstalled on the Samsung Galaxy Tab
  - b. Additional Module(s) ( can come preinstalled within the PlatR Application on the Samsung Galaxy Tab (depending on the purchased PlatR package) or can be purchased additionally.

The Customer is aware that components from a) to i) are manufactured by third parties and are resold to the Customer by BioSistemika as a part of the PlatR package.

The Customer must use all components of PlatR in accordance with the instructions of the manufacturer, the warranty of the manufacturer, and the User Manual.

Further information on PlatR is available on the webpage <https://biosistemika.com/platr/>

These Terms govern the Customer's use of PlatR (including the use of PlatR on behalf of the Customer by Users), as well as other matters associated with PlatR arising from the relationship between BioSistemika and the Customer.

By purchasing and/or using the PlatR, the Customer expressly agrees to these Terms and agrees to use the PlatR in accordance with these Terms. Furthermore, the Customer shall ensure that its Users will use the PlatR in accordance with these Terms.

## 2. Warranty

This section includes warranty provisions solely for PlatR components listed under a) to i) of the first paragraph of the previous section.

Components listed under a) to c) of the first paragraph of the previous section are covered by the warranty of their respective manufacturers. Warranty provisions for each component are available at the following links:

- a) Samsung Galaxy Tab: <https://www.samsung.com/us/support/warranty/?model=N0054322>
- b) Bluetooth footswitch: <https://store.airturn.com/pages/warranty>
- c) Barcode reader: <https://www.zebra.com/us/en/support-downloads/warranty/product-warranty.html>

Warranty conditions may also be provided by BioSistemika in writing (e-mail sufficient).

Touch pen has a one (1) year warranty against defects, subject to its use in accordance with the User Manual and manufacturer's instructions.

Components listed under e) to i) of the first paragraph of the previous section are not technical products and are therefore not covered by a warranty.

However, if (i) these or other components do not have the attributes necessary for their customary or special use, for which the Customer purchased them, and this was or should have been known to BioSistemika, (ii) if these or other components do not have the attributes and features that were expressly or tacitly agreed upon between BioSistemika and the Customer or (iii) if BioSistemika delivered a component that does not match the sample or model unless the sample or model was only shown for information purposes, BioSistemika will repair or replace the component or it will return the Customer the paid fee for such a component. Whether BioSistemika will repair or replace the component or return the paid fee for such a component, is at the discretion of BioSistemika. If the issues under (i) or (ii) were or should be known to the Customer at the time of conclusion of the contract for the purchase of PlatR, BioSistemika shall have no liability towards the Customer.

The Customer must inspect the PlatR and all of its components immediately after receiving them and must immediately notify BioSistemika of any material defects, otherwise, the Customer loses any claim arising from the material defect.

If the components listed under e) to i) of the previous section have hidden defects and such defects show themselves within six months from the date the Customer received the PlatR or any component, BioSistemika will, at its own discretion, either repair or replace the component or it will return the Customer the paid fee for such a component. Hidden defects must be notified to BioSistemika immediately, otherwise, the Customer loses any claim arising from the hidden defect.

Any warranty and other claims must be made directly and solely to BioSistemika.

All components, subject to the warranty or other claim, must be sent back to BioSistemika immediately. Shipping costs are borne by the Customer.

If the Customer does not use the PlatR and its components in accordance with the instructions of the manufacturer, warranty of the manufacturer, or the User Manual, especially, but not exclusively, when it comes to improper maintenance and cleaning of the PlatR and its components, the warranty may be void and the Customer shall lose the right to claim material or hidden defects of the PlatR and its components.

The warranty period starts on the day the PlatR is shipped.

### **3. Submitting PlatR for Warranty or Other Servicing**

Before submitting BioSistemika, or a third party such as an authorized reseller or distributor of PlatR, PlatR for warranty or other service, the Customer should create and maintain a separate backup copy of the contents of PlatR storage media and remove all personal or other information that should not be disclosed.

When submitting PlatR for warranty or other servicing Customer must provide proof of purchase in the form of an original invoice, or other proof of purchase, where the date of purchase, dealer name, and Samsung Galaxy Tab on which IMEI and serial number are visible, even if the Samsung Galaxy Tab is not subject to warranty service submission.

DURING WARRANTY SERVICING OR OTHER SERVICING IT IS POSSIBLE THAT THE CONTENTS STORED ON PLATR WILL BE LOST, REPLACED OR REFORMATTED. IN SUCH AN EVENT BIOSISTEMIKA AND ITS AGENTS OR CONTRACTORS ARE NOT RESPONSIBLE FOR ANY LOSS OF SOFTWARE PROGRAMS, DATA OR OTHER INFORMATION CONTAINED ON THE STORAGE MEDIA OR ANY OTHER PART OF THE BIOSISTEMIKA PRODUCT SERVICED.

### **4. No Liability**

PlatR is sold "AS-IS". The Customer bears the risk of using it. BioSistemika gives no express warranties, guarantees, or conditions. To the extent permitted under applicable laws, BioSistemika excludes all implied warranties, including those of merchantability, fitness for a particular purpose, and non-infringement. To the maximum extent permitted by applicable law, in no event shall BioSistemika be liable for any damages, including, but not limited to, any special, direct, indirect, incidental, exemplary, or consequential damages, expenses, lost profits, lost savings, business interruption, lost business information, or any other damages arising out of the use or inability to use the products, even if BioSistemika has been advised

of the possibility of such damages. The Customer acknowledges that the applicable purchase price for the products reflects this allocation of risk.

## 5. PlatR Application

PlatR Application comes preinstalled on Samsung Galaxy Tab.

Modules (e.g. Diagnostic module) can come preinstalled within the PlatR Application (depending on the purchased PlatR package) or can be purchased additionally (Additional Modules).

For installation of Additional Modules purchased after the first sign-in to the PlatR, the Customer must ensure that the Samsung Galaxy Tab is connected to a stable internet connection, sufficient for the remote installation of the Additional Module.

## 6. Trial Use of PlatR Application

Upon first sign-in to the PlatR application, all then-available Modules (will be available to the Customer for a period of 30 days. After the lapse of the trial period defined in the previous sentence, only purchased Modules will stay available to the Customer, meaning BioSistemika is not liable for any Data associated with the use of Modules during such trial period, including its deletion.

## 7. Intellectual Property Rights, Copyrights

BioSistemika shall retain all rights, title, and interest in all intellectual property including but not limited to all software developed by BioSistemika, all copyrights, patents, and other intellectual property rights unless stated otherwise.

The Customer shall not duplicate or in any way copy any software supplied by BioSistemika or related documentation. The Customer shall not sell, license, assign or transfer the intellectual property or any interest therein to anyone.

BioSistemika logo is a registered trademark of BioSistemika d.o.o.

PlatR and PlatR logo are trademarks of BioSistemika d.o.o.

Customer may not distribute, (re)sell, rent or lease the PlatR and any of its components nor reproduce them for the purpose of distribution, (re)selling, renting or leasing. Customer may not reverse engineer the PlatR or any of its components for any purpose, which means, in particular, the prohibition of researching the PlatR and any of its components in order to find out the functioning of the PlatR and any of its components and copying the solutions included in the PlatR and any of its components.

## 8. End User Licence Agreement for PlatR Application (EULA)

This End User License Agreement or EULA is a legal agreement between the Customer and BioSistemika and governs the use of PlatR Application and all of its Modules, which are wholly and solely owned by BioSistemika.

BioSistemika grants the Customer the following rights provided that the Customer complies with all terms and conditions of this EULA:

The Customer may use, access, display and run one copy of the PlatR Application on the Samsung Galaxy Tab that is provided and authorized by BioSistemika. The Customer may not make the PlatR Application available over a network or otherwise where it could be used by multiple computers or devices at the same time. Customer may make one copy of the PlatR Application in machine-readable form for backup purposes only; provided that the backup copy must include all copyright or other proprietary notices contained on the original PlatR Application.

**RESERVATION OF RIGHTS AND OWNERSHIP.** BioSistemika reserves all rights not expressly granted to you in this EULA. PlatR Application is protected by copyright and other intellectual property laws and treaties. BioSistemika owns the title, copyright and other intellectual property rights in the PlatR Application. The PlatR Application is licensed, not sold.

**LIMITATIONS ON END USER RIGHTS.** The Customer may not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or algorithms of the PlatR Application, or modify, or disable any features of the PlatR Application, or create derivative works based on the PlatR Application. The Customer may not rent, lease, lend, sublicense or provide commercial hosting services with the PlatR Application.

**CONSENT TO USE OF ACTIVITY DATA.** The Customer agrees that BioSistemika and its affiliates may collect and use the Activity Data. BioSistemika may use Activity Data solely to improve its products or to provide customized services or technologies to the Customer and will not disclose this information in a form that identifies the Customer or Users.

**UPDATES AND UPGRADES.** This EULA applies to updates, upgrades, supplements and add-on components (if any) of the PlatR Application that BioSistemika may provide to the Customer or make available to the Customer after the date the Customer obtains the initial copy of the PlatR Application unless BioSistemika provides other terms along with such updates, upgrades, supplements and add-on components. To use PlatR Application identified as an update, upgrade, supplement or add-on component, the Customer must first be licensed for the PlatR Application identified by BioSistemika as eligible for the update, upgrade, supplement or add-on component. After updating, upgrading, supplementing and installing

add-on components, the Customer may no longer use the PlatR Application that formed the basis for its update, upgrade, supplement and add-on component eligibility.

**COMPETITIVE BENCHMARKING.** The Customer shall not access PlatR Application for the purposes of competitive benchmarking.

**SUPPORT SERVICES.** BioSistemika is not obligated to provide any support services for PlatR Application. If support is provided, it is provided "as-is", "with all faults", and without any warranty of any kind.

**DISCLAIMER.** PlatR Application is licensed "AS-IS". The Customer bears the risk of using it. BioSistemika gives no express warranties, guarantees, or conditions. To the extent permitted under applicable laws, BioSistemika excludes all implied warranties, including those of merchantability, fitness for a particular purpose and non-infringement.

## 9. Users

Each User must sign into the PlatR Application in order to use the PlatR. Only one (1) User may be signed into the PlatR Application.

The Customer is solely responsible for appointing a User to use the PlatR and to sign into the PlatR Application.

Customer is liable and responsible for User's use of PlatR and PlatR Application, including any actions and/or omissions of its Users and for any breaches of the Contract, including breaches of these Terms.

The Customer shall inform its Users of their obligations and of other terms and conditions applicable to its Users under the Contract.

Users are responsible for keeping their User Account information (e.g. e-mail, username, password) safe and secure and must not allow any third-party to use their User Account information.

Processing personal data of Users is governed by a separate Privacy Policy.

## 10. Fees and Payment Terms

All applicable fees, payable by the Customer, shall be specified with the applicable Invoice and shall be invoiced by BioSistemika to the Customer.

BioSistemika reserves the discretionary right in creating, updating or canceling any fees. Any changes related to fees shall be communicated to the Customer prior to the changes taking effect. If the Customer does not agree with the change in fees its sole remedy shall be not renewing the license for a Renewal Term.

All fees must be paid according to the following payment terms, unless the invoice specifies otherwise:

- (a) fees must be paid in advance – BioSistemika is not obligated to perform any of its obligations, nor provide access to the Additional Modules prior to receiving the payment of applicable fees from Customer;
- (b) fees are non-refundable, except if not otherwise defined by these Terms;
- (c) fees must be paid in full no later than 15 days from the day the invoice has been received by the Customer via e-mail;
- (d) fees are stated exclusive of any taxes.

Fees shall be considered paid when they are available to BioSistemika on the bank account stipulated on the invoice in freely available funds. In case there is any dispute over the invoiced amount, the undisputed amount shall be paid by the Customer.

Whenever any fees are overdue, default payment interest fees of 12% per year may be charged to the Customer.

## 11. Termination

The license for the use of the PlatR Application may be terminated if the Customer (or its Users) breaches the Contract or these Terms, especially provisions of EULA; BioSistemika shall send a notice of termination to the Customer with immediate effect, whereas the Customer is not entitled to any reimbursement of any fee.

## 12. Access to Data

BioSistemika may view, analyze or otherwise process Customer's Data including Activity Data for any of the following purposes: (a) providing the services to the Customer; (b) maintenance and improvement of PlatR; (c) system administration; (d) support; (e) product and service improvements; (f) to perform any other obligations under the Contract, (g) to comply with any applicable laws and regulations, or (h) enforcing its rights under the Contract.



BioSistemika shall not use the Data for any other reason, except if expressly allowed by the Customer.

### 13. Feedback

Complaints and compliments are encouraged to be sent to [platr@biosistemika.com](mailto:platr@biosistemika.com) and shall be processed as soon as possible.

We strongly believe in continuous interaction with the Customer in order to develop and provide the best possible services and products. Sometimes feedback is received spontaneously (e.g. Your voluntary e-mail to Us), sometimes we gather it in a systematic way (e.g. organized usability tests, surveys). It can come in many forms – from a new feature suggestion, an integration idea, an improvement of our processes and communication or even a bug report. Regardless of whether the feedback is negative or positive and whether we end up implementing it or not, we are always very grateful for it.

However, please be aware that by providing such suggestions, You grant us unlimited, irrevocable, perpetual, sublicensable, transferable, royalty-free license to use any such suggestion for any purpose without any obligation or compensation to You or any other third party.

### 14. Customer’s Obligation

In addition to other obligations under the Contract, the Customer is obligated to act in good faith and in a proper and appropriate manner including but not limited to working with BioSistemika to ensure that PlatR performs as intended, and if not, to clearly identify areas that require attention. THE CUSTOMER SHALL MAKE PERIODIC BACKUP COPIES OF THE INFORMATION CONTAINED ON PLATR’S STORAGE MEDIA TO PROTECT THE DATA.

### 15. Force Majeure

If BioSistemika is unable to perform the obligations under these Terms due to wars, acts of terrorism, natural disasters, riots, acts of governmental authorities, acts of God, civil disturbances, explosions, epidemics, and other such acts, BioSistemika shall have no liability under these Terms for the non-performance of its obligations under these Terms.

### 16. Prohibition of Re-Sale

The Customer confirms it is the end user of the PlatR and shall not to re-sell, lease or rent the PlatR or any of its components to third parties.

## 17. Consumer Law Application

To the maximum extent permitted by law, the Customer hereby acknowledges and agrees that it is not a consumer, but a legal entity purchasing PlatR for business use, and that consumer laws do not apply to the relationship between BioSistemika and the Customer and/or Users, respectively.

## 18. Governing Law and Jurisdiction

These Terms, the Customer's use of PlatR and the entire business relationship between the Parties shall be construed in accordance with the laws of the Republic of Slovenia, without regard to its conflict of laws provisions and without regard to the UN Convention on Contracts for the International Sale of Goods (CISG).

All disputes, which shall not be resolved amicably within a reasonable time period, will be finally decided by a competent court in Ljubljana, the Republic of Slovenia.

## 19. Miscellaneous

These Terms come into effect on the effective date first written above and shall replace any previous terms. BioSistemika reserves the right to modify or replace any part of the Terms at any time. It is the Customer's responsibility to check the Terms periodically for changes, with the up-to-date version featured at: <https://biosistemika.com/platr/terms-of-service>. BioSistemika shall make its best effort to notify the Customer of the changes made to the Terms.

Customer's continued use of the PlatR after any change to the Terms will be deemed that the Customer agrees with all the changes made to the Terms. If the Customer does not agree with the amended Terms the only remedy at the Customer's disposal is to cease using the PlatR and/or PlatR Application.

## 20. Definitions

**"Activity Data"** means data related to Customer's (and its Users) use of the PlatR and includes among other, data on Users activities when using PlatR, technical information gathered as part of the product support services related to the PlatR Application or PlatR, which functionalities of PlatR are used etc.

**"Additional Module"** means a Module, which is purchased additionally, license and use of which is subject to additional purchase and payment of additional fees.

**"Affiliates"** means the corporate affiliates of BioSistemika, its employees, contractors, agents and consultants.

**"Contract"** means the whole legal agreement between the Customer and BioSistemika, whereas the Terms along with the Invoice, where applicable, and other applicable documents form an integral part of the Contract.

**"Customer", "You" or "Your"** refers to a person (legal or natural) that purchases PlatR.

**"Data"** means all data stored and/or inputted to the PlatR Application, regardless of whether such data has been created by the Customer or its Users, including Activity Data.

**"EULA"** means the End User License Agreement, which contains specific provisions governing the Customer's use of the PlatR Application.

**"Fees"** means any amounts BioSistemika charges for the PlatR, PlatR Application, Modules or any part of the PlatR.

**"Module"** means a functional part of the PlatR Application, which is included in the initially purchased PlatR package or is purchased additionally.

**"Party" or "Parties"** refers to both the Customer and BioSistemika.

**"PlatR Application"** means the tablet computer software "PlatR", which is preinstalled on the Samsung Galaxy Tab and is a part of the PlatR package, and may include: associated media, printed materials, "online" or electronic documentation as well as Modules.

**"PlatR"** means a pipetting aid PlatR, a product comprised of several hardware and software components.

**"Privacy Policy"** means the privacy policy governing the processing of User's personal data, available at: <https://biosistemika.com/platr/privacy-policy>, as amended from time to time.

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**"Terms"** means these PlatR Terms and Conditions, as available at: <https://biosistemika.com/platr/terms-of-service>, as amended from time to time.

**"User Account"** means an account associated with the unique e-mail of a User and a User name.

**"User Manual"** means a manual and instructions for the use of PlatR.

**"User"** means a natural person with a User Account using the PlatR on behalf of a Customer.

**"We", "Us", "Our" or "BioSistemika"** refers to BioSistemika d.o.o., registered at Kopraska ulica 98, 1000 Ljubljana, Slovenia and Affiliates.