Stay•Safe MyTraining VR
EMEA Version
Terms & Conditions

The following terms and conditions ("**Terms**") govern all use of and registration to the VR application Stay•Safe MyTraining VR ("**App**"), including any use or viewing of any content and services thereon (collectively "**Services**"), by registered users ("**Users**" or "**you**" or "**your**"). The App is owned and provided by Fresenius Medical Care Deutschland GmbH, Else-Kroener-Strasse 1, 61352 Bad Homburg, Germany, or one or more of its direct or indirect subsidiaries and affiliates (collectively, the "**FME**", "**we**" or "**us**").

These Terms create a contract between you and FME. Please read these Terms carefully before purchasing the App from the Meta App Store. By purchasing the App, a User agrees to be bound by and adhere to these Terms. If a User disagrees with or cannot follow these Terms (in part or in whole) for any reason whatsoever, no access to the App can be granted to such User.

1. Scope of Services

(1) The App is intended to offer an innovative training tool, that can support you in preparing your patients for their peritoneal dialysis therapy at home with virtual reality technology.

(2) The App's content is intended for qualified Healthcare Professionals ("**HCPs**") only who have already received a personal training in the use and application of the medical devices demonstrated in the App.

(3) The stay•safe MyTraining VR App is only intended for Healthcare Professionals from countries where stay•safe is available for sale. Please check relevance of using stay•safe MyTraining VR prior purchase with your local Fresenius Medical Care representative. In some countries, the medical devices demonstrated in the App may either not be cleared or available for sale.

(4) The content provided in the App is only available in the following languages: English, Italian, Spanish, French, Dutch, Swedish, Finnish, German. We reserve the right to expand or restrict the language selection in the future at our sole and absolute discretion.

(5) **The Services available on the App are for informational purposes only. They do not constitute medical advice. The Services are only supplementary to the User's personal training in the use and application of the medical devices demonstrated in the App. The Service does not replace a personal training or the careful review of the Instructions for Use (IFU) and/or summary of product characteristics of the devices and products described in the App.**

(6) FME is not obliged to provide any updates for the App or Services.

(7) To use the App, the User needs compatible hardware, software and Internet access (fees may apply). The User shall be responsible, at his/her cost, for obtaining and maintaining all equipment needed to access and use the App.

2. User Registration

(1) To use the App, it is required for you to purchase and download the App from the Meta App Store. The User must then set a personal access code.

(2) The User must be a natural person. The registration of legal entities is inadmissible.

(3) Please note, however, that we are not able (and are under no legal or statutory obligation) to confirm or warrant the professional status of any User nor of the correctness, accuracy and the truth of any User's data. The registration process is used only as a basic verification mechanism.

(4) FME reserves the right (but is under no obligation) to ask for more information about the User and/or to seek clarifications regarding provided information and/or to refuse registration and/or to suspend or delete User's access to the App at its sole discretion, if any indication of a violation of the Terms comes to FME's attention. In any event, Users agree to hold harmless and bear full responsibility for all damages accrued to FME in case of violation of the Terms by the User. Also, FME reserves the right to terminate the registration as provided in section 4 below.

(5) FME may, from time to time determine the requirements needed to be met for the User to choose a passcode to access and use the App.

(6) The User agrees to treat the access data to the App confidential and not to disclose it to any other person or entity. The User shall be liable for all losses or damages which FME may incur as a result of any unauthorized use of the App caused by the User or someone else accessing the App by using the User's password or otherwise, either with or without the User's knowledge.

(7) The User agrees to notify FME immediately of any unauthorized access to or use of the username or password or any other breach of these Terms, including any breach of security. Users also agree to ensure that they exit from the App at the end of each session. Users should use particular caution when accessing the App from a public or shared hardware so that others are not able to view the account or other personal information.

3. Intellectual Property

(1) The App and all text, images, marks, logos, designs, product or service names, text, graphics, pictures, information, data, software, sound files, other files, the selection and arrangement thereof and other content contained herein are the sole and exclusive proprietary property of FME or its licensors and are protected by applicable intellectual property laws. You may not modify, without the prior and explicit written consent of FME, reproduce or publicly display, perform, or distribute or otherwise use any such information or materials for any public or commercial purpose except in accordance with these Terms. Users may not copy, reproduce, publish, transmit, distribute, perform, display, post, modify, create derivative works from, sell, license, or otherwise exploit the Website, Congress or any materials thereon, except as expressly permitted by these Terms. You must not delete or alter any copyright, trademark or other proprietary rights notices from copies of any materials.

(2) Certain products, services, or company designations for companies other than us may be mentioned in the App for identification purposes only. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by FME in any way. Third party trademarks, trade names, logos, product or services names contained on this Website are the trademarks, registered or unregistered, of their respective owners.

(3) As soon as a User is registered to the App and receives access , FME provides the User with a personal, non-transferable, non-exploitable, non-exclusive, one user license to access the content only for the realization of legitimate use purposes under the present Terms. User's hardware may temporarily store copies of such Content in RAM incidental to the User's accessing and viewing of content and may store files that are automatically cached by the User's browser for display enhancement purposes. It is expressly forbidden to use the Content for any purpose other than expressly permitted by these Terms and/or beyond the limited and non-exclusive license granted herein. Users may not sublicense the use of, or the access to the App and any content to any third party with or without remuneration. The present limited and non-exclusive license terminates automatically if and when the relationship with FME is terminated for any reason, as stipulated in section 4.

(4) Providing access and allowing the use of the features, tools and Service provided by the App does not give any User or any other third-party ownership of any of the FME's intellectual property rights to any of the above. We retain ownership of all intellectual property rights in and to the App and Services, its features, tools and content including copies, improvements, enhancements, derivative works and modifications thereof. The rights to use the App are limited to those expressly granted hereby. No other rights with respect to the App or any related intellectual property rights are granted or implied.

4. Termination of the Contract for Convenience and for Good Cause

(1) The User may terminate the app subscription at any time in accordance with the terms of use of the Meta app store and the agreed purchasing period. With the deletion of the Meta account, the Meta Quest device or access to your downloaded apps, purchases and created content is not possible anymore.

(2) FME reserves the right to modify or terminate any User's access to the App (or portions of the App) at any time, temporarily or permanently, with or without prior notice. From time to time, FME may restrict access to some parts of the App, or the entire App, to Users, or charge fees for access to portions of this App.

(3) If the User breaches these Terms & Conditions or otherwise engages in any conduct that FME considers, in its sole and absolute discretion, to be unacceptable FME may immediately delete any User Account, block the use of the App by the User and/or terminate the contract. A breach of these Terms of Use – inter alia – includes:

- any violation of the present terms and conditions or any other illegal act or omission violating any laws or statutory provisions;

- the use of data and information obtained through the App for purposes other than for personal professional medical education use purposes (especially the resale of the data or their use for advertising or to operate products of third parties similar to the App);
- provision of false/inaccurate information in the User account;
- the use of the App in a manner that violates the rights of third parties,
- the transmission or feeding of viruses or other technologies which may affect the operability of the App or the interests or property of FME or of other users;
- exposing the infrastructure of the App to excessive load or otherwise interfering with the smooth operation;
- the use of bots, crawlers, scrapers or other automated mechanisms to access the App and to collect or copy content, for whatever purpose, without the express written consent of FME;
- collecting or otherwise obtaining information, in particular email addresses and other personal data, about other users without the respective user's prior written consent;
- circumventing measures designed to prevent or restrict access to the App.

(4) In the event of any such termination FME is not responsible for any damages that the User may suffer or incur.

5. Limitation of Liability

(1) The User uses the App and transmits his/her personal information at his/her own risk.

(2) The App and its Services is provided on an "as is" basis without any express or implied warranties. To the fullest extent applicable under the law, neither FME nor its directors, officers or employees will be liable to the User or any third party for any claims, damages or losses or any kind arising out of or related directly or indirectly to the User's use or misuse of the App or any data, content or material included on or made available to the User through the App and the User indemnifies and holds FME, its directors, officers and employees harmless in respect thereof.

(3) Fresenius reserves the right to temporarily limit or completely terminate the functionality and availability of the App and its Services particularly due to technical problems. Similarly, FME does not provide any warranty or guarantee in relation to the operation of the App or its Services, including in case of a temporary failure or non-availability due to interferences or any other reason.

(4) FME is not responsible for any interruption, failure of performance, defect, delay or failed transmission, storage or delivery of any data as a result of power failures, connection failures, equipment failures, software or hardware malfunction, force majeure or any other reason beyond the reasonable control of FME.

(5) Nothing contained in these Terms shall limit or exclude our liability for intent, gross negligence or in case of any violation of life, body or health.

(6) It is strictly prohibited to use the same Meta account (or Managed Meta account) on multiple headsets. Doing so may cause technical issues, including safety checkpoints or session management conflicts. Users are strongly discouraged from sharing accounts across devices, and each headset should have a dedicated account and software subscription for proper use and compliance with this agreement . By using the software, you acknowledge and agree to comply with these account and device restrictions.

(7) FME shall not be responsible for any damage to the User's reputation, image, or personal rights arising from the user's voluntary use of the App or from the User's decision to share, display, or otherwise make available any content generated through the App.

6. Data Privacy

To access the VR Training, you require a Meta device (e.g., headset) and a Meta App Store account. All personal data collected for the creation of your Meta Account, applications you download, purchases, device data, information collected while you create users' profiles and usage data is processed solely by Meta. Thus, Meta is the data controller of your data associated with your Meta Account and your use of its hardware. For further information on how Meta processes your personal data, please visit the manufacturer sites.

The data controller of personal data limited to your Meta Account ID and subscription status is Fresenius Medical Care Deutschland GmbH, Else-Kröner-Straße 1, 61352 Bad Homburg, Germany. To learn how FME processes this information please refer to the PRIVACY NOTICE | Stay•Safe MyTraining VR Virtual reality training for PD | Fresenius Medical Care

7. Shared Values

As stated in the FRESENIUS MEDICAL CARE Code of Ethics and Business Conduct, FME upholds the values of integrity and lawful conduct, especially with regard to anti-bribery and anti-corruption. FRESENIUS MEDICAL CARE upholds these values in its own operations, as well as in its relationships with business partners. FME's continued success and reputation depends on a common commitment to act accordingly. Together with FME, the User commits to uphold these fundamental values by adherence to applicable laws and regulations.

The User represents that it has read the FRESENIUS MEDICAL CARE Code of Ethics and Business Conduct (Code of Conduct) and the Business Partner Compliance Brochure (Business Partner Compliance Brochure) available on the FRESENIUS MEDICAL CARE website. The User confirms to understand and agrees to adhere to the principles contained therein.

If the User operates as a Supplier, the User confirms that it has read the FRESENIUS MEDICAL CARE Supplier Code of Conduct (Supplier Code of Conduct) available on the FRESENIUS

MEDICAL CARE WEBSITE. The User confirms to understand and agrees to adhere to the principles contained therein.

In addition to the forgoing commitment the User confirms to inform FME immediately of any circumstances of which the User becomes aware or should reasonably be aware which could amount to a conflict of interest between the User and FME and/or their respective employees by virtue of the User's actions or those of the User's employees.

8. Applicable Law and Jurisdiction

(1) All matters relating to the App, its Services and these Terms and any dispute or claim arising from them shall be governed by and construed in accordance with the laws of Germany without giving effect to any choice or conflict of law provision.

(2) In case of disputes, the Regional Court of Frankfurt am Main is the exclusive competent court to the legally permissible extent.

9. Final Provisions

(1) Should any individual provisions of these Terms be held to be illegal, invalid or unenforceable, the remaining provisions shall remain unaffected.

(2) No failure or delay by FME to exercise or enforce any right or term shall continue a waiver of such right or term.

(3) The headings of the clauses of these Terms are provided for convenience only and will not affect the interpretation hereof.

(4) These Terms constitute the entire agreement between the User and FME with respect to the subject matter.

(5) FME shall have the right to change, modify or add to these Terms at any time and without giving notice or reasons. The changed, modified or new Terms will be notified to the User when the User logs on to the App. The changed Terms will become effective immediately upon notice thereof. Any use of the App after such notice shall be deemed to be acceptance by the User of such changes, modifications or additions without any conditions or caveats.

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