
General Terms and Conditions

Version 1.0, Effective Date 18.07.2025 - Superseded - for reference only

1 Scope of application

These terms and conditions ("**Terms**") apply to the access to, and the use of the web application UpLeap, the mobile applications available on Android and IOS, and related services (together the "**Ser-vices**"). The Services are available through the website <https://www.upleap.me/> ("**Website**"), as well as the official UpLeap mobile apps ("**Mobile Apps**") available on the Google Play Store and the Apple App Store.

The Services are offered by breathe medical AG, c/o ETH Zürich, Institut für Design, Materialien und Fabrikation, ML E39, Sonneggstrasse 3, 8092 Zurich Switzerland ("**Company**").

By accessing or using our Services, ("**Customer**") you agree to these Terms. Our Privacy Policy (<https://upleap.me/privacy-policy>) is an integral part of the Terms. If and to the extent that the Company processes personal data on behalf of the Customer, the Data Processing Agreement, available at (<https://training.upleap.me/dpa>) shall also apply and form an integral part of these Terms.

If the Customer does not agree to these Terms, the Customer may not use or access the Services.

Unless explicitly stated otherwise, any reference to goods and services is for informational purposes only and does not constitute an offer to buy or sell any goods or services.

The Services are provided exclusively to persons who are at least 18 years of age. The Customer represents and warrants that they are not a person or entity barred from using the Services under the laws of Switzerland, their place of residence, or any other applicable jurisdiction. Accounts registered by bots or automated methods are not authorized and will be terminated.

2 Registration

The Customer must register or create an account to access and use the Services or part of the Services.

The Customer must provide accurate, current, and complete information during registration and keep their account information up-to-date. Admin accounts controlled by the Company will be responsible for their related user accounts. Accounts registered by bots or automated methods are not authorised and will be terminated.

The Customer is responsible for maintaining the confidentiality and security of their account credentials and may not disclose their credentials to any third party. The Customer is responsible and liable for activities conducted through their account and must immediately notify the Company if there is any suspicion that their credentials have been lost, stolen, or their account is otherwise compromised.

If and as permitted by applicable law, the Company may, but has no obligation to (i) ask the Customer to provide identification or other information, (ii) undertake checks designed to help verify Customer's identity or background and (iii) screen the Customer against third-party databases or other sources and request reports from the Company.

3 Payment

Some features may require payment. If applicable, pricing is displayed on our Website. Non-B2B Customers may pay the fee via the payment methods made available by the Company. For Non-B2B Customers Subscriptions will renew automatically unless cancelled before the renewal date.

B2B Customers are not subject to Subscriptions.

All fees are payable in advance, invoices are due within 14 days. Late payments result in an interest rate of 5% p.a.

If not explicitly stated otherwise, all fees are in US Dollars (USD) and excluding VAT and other applicable taxes.

In case the Customer does not pay the applicable fees as agreed between the parties and after notice of non-payment, the Company reserves the right to limit or suspend access to the Services. In case of a suspension, the Customer remains liable for all charges and fees incurred during the suspension period.

Any right to set off, retain, deduct, counterclaim and/or withhold any payments due vis-à-vis the Company is hereby expressly waived and excluded.

If the Customer selects a payment method with chargeback rights, the Customer agrees to not use such right unless:

- the Company materially breached the Terms, or
- the Customer's payment method was used by an unauthorised user and such unauthorised use was not Customer's fault.

Except where prohibited by law, all fees are non-refundable.

4 Rights & Obligations of Company

The Company:

- makes the Services available to the Customer and uses reasonable care and skill in the performance of the Services and in keeping the Services free from viruses and other malicious software programs.
- regularly carries out maintenance or improvements to the Services and its infrastructure, but does not guarantee that the Services will function without any interruption or disruption. The Customer acknowledges that this may result in temporary delays and interruption from time to

time. Where reasonably possible, the Company will inform the Customer about potential interruptions in advance.

- may subcontract third parties for all its obligations under these Terms.
- is liable to the Customer for its subcontractors and ensures that subcontractors are bound to appropriate confidentiality and data protection obligations.
- is permitted and possibly required by law to suspend access to the Services or the Customer's account based upon reasonable determination of the occurrence or potential for occurrence of illegal or wrongful activity, fraudulent use or attempted fraudulent activity. In case of a suspension, the Customer remains liable for all charges and fees incurred during the suspension period.

The Company may amend the Terms, including the applicable fees, from time to time at its sole discretion by publishing an updated version of the Terms on the Website. Any price changes will apply no earlier than 30 days following notice to the Customer. Where possible, the Company will electronically notify the Customer of any material changes to the Terms. The Customer should check the Terms regularly and only use the Services upon acceptance of the changes to the Terms. The Customer's continued use of the Services following any amendments indicates acceptance of the changes to the Terms.

Our Services are provided "as is" without any warranties, express or implied, including fitness for a particular purpose or non-infringement.

The Company constantly develops and improves its Services and may modify or either temporarily or permanently stop providing the Services or any part of it at its sole discretion. In case of material changes to the Services, i.e., changes significantly altering the nature and scope of the Services provided to the Customer, the Company will notify the Customers that are directly affected by such changes, and where reasonably possible.

If the Customer disagrees with the material change to the Services or Terms (including changes of the respective fees), the Customer may terminate the subscription within 30 days from the Company's notice where applicable, otherwise from the publication of the respective change. Such termination is effective from the date the changes take effect or the delivery date of the termination notice if occurred after the changes took effect.

The Company reserves a right to ask the Customer to provide feedback through forms, questionnaires, and polls in order to improve their Services ("**Feedback**"). The Company may use, or not use, any such Feedback, without any obligation, whether financial or otherwise, to the Customer. The Customer assigns all rights (including but not limited to intellectual property rights), title, and interest in the Feedback to the Company and acknowledges it has no claim in relation to the Feedback.

5 Rights & Obligations of Customer

The Customer agrees to use the Services in compliance with the Terms and all legal and moral obligations applicable in the territory where they are located.

The Customer is obliged to cooperate in the performance of these Terms to the necessary extent free of charge. The Customer is obliged to provide the Company with all necessary information, documents, materials, access, software, data, as well as competent staff, and anything else reasonably required for the provision of Services. Furthermore, the Customer is obliged to inform the Company immediately if errors or faults occur and to support the Company in the analysis and, if necessary, in the elimination of errors and faults to the extent required.

If the provision of Services under these Terms is delayed due to the Customer's failure to comply with their duty to cooperate or due to other circumstances for which the Customer is responsible, the Customer shall bear the disadvantages and additional costs incurred.

The Customer must immediately inform the Company of all circumstances within its sphere that might endanger or may be relevant to providing the Services and all misuses or suspicions of misuse of the Services.

The Customer may not:

- circumvent or attempt to circumvent any security protection of the Services;
- use the Services in unlawful or fraudulent ways or for any unlawful or fraudulent purpose or effect;
- access the Services via any automated system or take any action that may impose an unreasonable load on the Company's infrastructure;
- bypass the measures that the Company may use to prevent or restrict access to or use of the Services.

The Customer agrees it will not, unless with the Company's prior written permission:

- try to decompile or reverse engineer the Services or any part of it, or derive the source code;
- copy, modify, distribute, reproduce, translate, disassemble or use in any other way any information, text, graphics, images, software obtained from the Services, or any other part of the Services;
- create derivative works based on the whole or any part of the Services or any content available on the Services.

The Customer may not sell, sublicense, allow access or make the Services or any part of it otherwise available to third-parties.

The Customer is obliged to check their data and information for viruses or other harmful components before entering it and to use state-of-the-art virus protection programs for this purpose.

The Customer agrees not to use or exploit the Services, any part of it or any content contained there in any data mining or any other similar activity.

6 License & Intellectual Property Rights

6.1 License to the Services

We grant you a non-exclusive, non-transferable, revocable license to access and use our Services for personal, non-commercial purposes.

You agree not to:

- Reverse engineer, decompile, or attempt to extract source code;
- Reproduce, distribute, publicly display or create derivative works from any Company Content except as expressly permitted; or.
- Use the Services for unlawful, harmful or infringing activity.

All Software, graphics, trademarks, and other materials supplied through the Services ("**Company Content**") are owned by or licensed to the Company and are protected by applicable intellectual-property laws.

6.2 Customer Content License

"**Customer Content**" means any data, text, images, guidelines, files, or other materials you (or your authorized users) upload, post, input or otherwise make available to the Services. Except for the limited rights set out below, you retain all right, title, and interest in Customer Content.

You grant the Company and its affiliates a worldwide, non-exclusive, royalty-free license for the duration of your use of the Services and for as long as necessary after such use to:

- host, copy, transmit, display, and otherwise process Customer Content to provide, secure, and support the Services;
- use, copy, modify, and create derivative works from Customer Content (including de-identified or aggregated forms) for (i) analytics and statistical reporting, (ii) improving, training, and fine-tuning machine-learning or other models that power the Services (e.g., generating example scenarios from uploaded medical guidelines), and (iii) developing new features, products, or service prompts,

provided that we will not publicly disclose Customer Content in a form that identifies you or any individual person.

The Company may sub-license these rights to contractors and subprocessors solely as necessary to operate or improve the Services, subject to confidentiality obligations that are no less protective than this Agreement. You represent and warrant that you have all necessary rights, licenses, consents and permissions to grant the foregoing license.

6.3 Restriction on Third-Party Personal Data

If the Customer submits or makes available any personal data relating to natural persons other than themselves when using the Services, the Customer is solely responsible for ensuring that they have all necessary rights, legal bases, and, where applicable, explicit consent from the relevant data subjects in accordance with applicable data-protection laws. This includes, in particular, compliance with the requirements under the Swiss Federal Act on Data Protection (FADP) and the EU General Data Protection Regulation (GDPR), as applicable. The Company shall not be responsible for verifying the existence or validity of such rights or legal bases.

7 Liability & Indemnity

We are only liable for damages caused by intentional misconduct or gross negligence.

In all other cases, the Company's liability is limited to 100% of the amount of the fees paid for the provision of the Services in the 12 months prior to the occurrence of the damaging event.

The Company will not be held liable for inaccuracy or incompleteness of the Services, or the incompatibility of the Services with any specific objectives that the Customer is hoping to achieve.

Nothing in these Terms limits your statutory rights under consumer protection laws.

8 Warranties & Representations

The Customer represents and warrants that:

- If the Customer is a B2B Customer, all employer, employee, or internal HR data submitted for any purpose (other than direct service delivery) has been provided with explicit written consent of the data subjects and in compliance with applicable data-protection laws;
- Customer Content (and its use by the Company as contemplated) does not infringe or misappropriate any intellectual-property, confidentiality, privacy, or other rights of any third party; and
- Customer Content will not include material that is unlawful, harmful, or violates any applicable regulation.

The Customer acknowledges that the Services are provided "as is" and "as available", and the Company makes no warranties or representations of any kind related to the Services or the information and materials contained thereon. The Company makes the Services available to the Customer and uses reasonable care and skill in the performance of the Services.

The Company does not guarantee that the Services are error-free and will function without any interruption or disruption. The Company may at its own discretion carry out maintenance or improvements to the Services and its infrastructure, and the Customer acknowledges that this may result in temporary delays and interruptions from time to time. Where reasonably possible, the Company will inform the Customer about potential interruptions in advance. Any further warranty is excluded.

9 Confidentiality & Privacy

The parties may disclose to each other confidential information ("**Confidential Information**"). Confidential Information includes, without limitation, any information which is marked as confidential such as organization information, customer databases, functionalities and features of the Services, or information which has otherwise been indicated as being confidential or could reasonably be deemed confidential and attributable to the Customer or the Company.

Publicly available or accessible information, information lawfully and unrestrictedly received or independently developed by the receiving party, is not considered confidential.

Each party undertakes to protect all confidential information that becomes accessible or known based on the Terms.

The Company collects and processes personal data as described in its Privacy Policy available at <https://upleap.me/privacy-policy>. The Company protects the collected personal data by means of appropriate technical and organisational measures and in accordance with the data protection legislation applicable in Switzerland and the European Union.

The Customer authorises the Company to use, process, and store relevant data for the performance of its Services and to use anonymised data to improve its Services or for analysis purposes.

10 Term & Termination

Unless explicitly agreed otherwise, Non-B2B Customers using subscription-based Services may terminate their use at the end of the current subscription period by cancelling prior to the renewal date.

For B2B Customers, usage of the Services is not subscription-based by default. Any different arrangement (e.g., subscription-based access, minimum contract term) must be explicitly agreed to in text form between the Company and the Customer. In the absence of such an agreement, B2B Customers may stop using the Services at any time without observing a fixed subscription period, subject to a 30 days notice period or contractual commitments.

The Customer and the Company may terminate at any time with immediate effect if the other party is in material breach of the Terms and fails to remedy this violation within 10 days after a notice in text form. This includes in particular Customer's failure to pay on time or the start of insolvency procedures against the other party.

Termination does not affect any rights, obligations, or liabilities of either party that have accrued before or are intended to stay effective beyond termination.

11 Miscellaneous

No assignment: The Customer may not assign any of its rights, obligations, or claims under these Terms without the previous consent of the Company.

Severability: If any provision of these Terms (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions will remain mutatis mutandis in full force and effect.

Governing Law & Jurisdiction: These Terms are governed by substantive Swiss law (excl. CISG). and subject to the exclusive jurisdiction at the seat of the Company. The ordinary court at the seat of the Company has exclusive jurisdiction for all disputes arising from or in connection with the Terms.

Marketing: If not agreed otherwise, the Customer entitles the Company to use the Customer's name, logo, and a brief description of the services provided for advertising purposes on the Company's website and other marketing or investment materials. Any other use requires the prior consent of the other party.

Links: The Services may contain third-party content or links to third-party websites. The Company does not assume any responsibility for and does not make any warranties or representations as to any third-party content or websites, including but not limited to the accuracy, subject matter, quality, or timeliness.

Contact Information: If you have any questions about these Terms, please contact:

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