

Terms of Use

Last updated 17. July 2024

These terms ("**Terms of Use**") govern any use of the website oteria.no and Oteria's application ("**the App**"), which is a platform for submitting images and contacting healthcare professionals for medical advice via image consultation or appointment booking (collectively "the Services"). The terms apply to all users, regardless of the type or purpose of use. The Services are provided by Oteria AS ("**Oteria**" or "**we**"). Oteria is a company registered in the Brønnøysund Register Centre in Norway with the organization number 933106810 and registered business address at Tollbugata 63, 3044 DRAMMEN. Email address: hei@oteria.no.

When you access the website and/or log in for the first time in the App, you must accept the Terms of Use. Continued use of the Services implies ongoing consent to the Terms of Use. If you at any time do not agree to the Terms of Use, you must not use the Services.

Services

In the App, Oteria offers a platform for submitting images and contacting healthcare professionals for medical advice via image consultation or appointment booking. Image consultation via the App allows users to submit images of skin surfaces for healthcare professionals to analyze and evaluate the skin images. The healthcare professional's evaluation is sent back to the user in the App. Users can also schedule appointments in the App. The purpose of the App is to facilitate contact with healthcare professionals and to facilitate communication between the user and healthcare professionals.

By using the image consultation through the App, the user consents at the time of booking that Oteria's partner clinics have access to the skin images uploaded in the App when a consultation is booked.

By using the App to schedule an appointment at a partner clinic, the user consents at the time of booking that Oteria's partner clinics have access to the user's skin images and evaluations thereof, as well as the user's name, address, and date of birth when a consultation is booked.

We ensure that all information will be handled in accordance with applicable privacy regulations and will only be shared with partner clinics that have committed to protecting your personal data. See more about this in our privacy policy under the section Image Consultation and Appointment Booking.

Disclaimer - No Medical Advice in the App

The Services do not constitute healthcare and should not be considered to provide medical advice, care, and/or treatment from qualified healthcare professionals. The Services are solely a technical platform that facilitates communication with healthcare professionals and transmits information. Users can also book appointments via the App and choose to visit healthcare professionals for further examination and professional assessment at their own initiative at one of Oteria's partner clinics. Therefore, the Services are not covered by the Health Personnel Act or the Patient and User Rights Act. Using the Oteria app alone should not be seen as an alternative to treatment under the Alternative Treatment Act.

The Services should not be understood as a replacement for consultations with qualified healthcare professionals and are not intended for medical emergencies. Users should contact registered healthcare professionals directly for any questions regarding medical conditions and treatment. You should not ignore or delay seeking medical advice based on anything shown or not shown in the Services. If you experience a medical emergency, contact a doctor immediately or call 112 for Norway or the equivalent emergency number in the country you are located in.

Oteria cannot guarantee the accuracy of the Services, and users must understand that the system's accuracy may vary based on the specific assessment and the current knowledge base the system is built on.

User Account

Age Limit: By using the Service, the user confirms that you are at least eighteen (18) years old and capable of entering into a legally binding agreement with Oteria. If you are under eighteen (18) years of age, please do not use the Service or provide personal information about yourself or others. If it is discovered that data has been collected from anyone under the age of eighteen (18), it will be deleted immediately.

Parents or other legal guardians will be able to use the Service on behalf of persons under eighteen (18) years of age.

User account: To access the App, a personal user account must be created. By creating such an account, the user confirms and guarantees that all information provided is truthful, accurate, and complete, and is required to ensure that the information is kept up to date at all times. The same applies to all information provided during the use of the Services, for example, when the user uploads skin images or other information for assessment of skin condition.

If the user is creating an account on behalf of another person, they must have the authority to accept the Terms of Use on their behalf.

The user must not share their account details or make the account available to anyone else and is responsible for all activity that occurs under their user account.

If Oteria discovers that the information provided is wholly or partially incorrect, it has the right to suspend the user temporarily or permanently and delete all data associated with the account. If you suspect that incorrect information has been collected about yourself or others, or information has changed, please update your user account immediately or contact customer service: hei@oteria.no.

Intellectual property rights

Oteria's intellectual property rights: All content included in the Service, such as text, graphics, logos, images, digital downloads, data compilations and software, is the property of Oteria and is protected under all international copyright laws.

Such material may not be used in any way other than as required for normal use of the Service in accordance with the Terms of Use. It is not permitted to copy, reproduce, publish, upload, transmit or distribute any material or information on the Service without permission from Oteria.

User's intellectual property rights: The User retains all rights to its data.

Right of use: By using the Services, the user consents to Oteria having the right to use the information provided during the creation of the user account or otherwise for purposes related to the delivery of the Services, including the right to use images and videos uploaded through

the Services. The user consents to Oteria having the right to use the user's data for the further development of the Services, including the training of AI models. The user has an unlimited right to object to such use of their data by notifying Oteria. This can be done in the App settings or by contacting customer service.

Privacy policy

Your privacy is important to us and we strive to safeguard your interests. For more about how we take care of your privacy, please see our Privacy Policy.

Changes to the Service and Terms of Use

Oteria reserves the right to make updates and changes to the Service or the Terms of Use at any time. The User will be informed of any updates or changes and has the right to discontinue use of the Service and terminate their user account if they do not agree to the changes.

Updates and changes take effect immediately upon publication on the website and/or in the App. Continued use of the Service after changes or updates have been published constitutes consent to these. Changes that significantly affect the user's rights or obligations to the user under the Service must also be expressly accepted before continued use. If at any time the user does not agree to one or more aspects of these Terms of Use, they must not use the Service.

Termination and discontinuation of the Service

The User has the right to terminate use of the Service at any time and for any reason. This can be done through settings in the App by deleting the user account or by contacting customer service. The User will at any time re-consent to the use of the Service and create a new user account.

Similarly, Oteria reserves the right to fully or partially discontinue or terminate the Service, either temporarily or permanently, without prior notice or liability to the User. Oteria will endeavor to provide reasonable notice of such termination or discontinuance whenever practicable.

Termination, discontinuation or termination of the Service does not affect the User's agreements, if any, with Oteria's partner clinics.

Right of Withdrawal

Although the Services are not paid, the user can use the App to schedule an appointment with one of Oteria's partner clinics. Appointment booking and the subsequent process become a direct agreement between the user and the partner clinic.

Oteria is not responsible for appointments made in any way other than through the portal in the App, regardless of whether the clinic is a partner.

Limitation of liability

TO THE EXTENT PERMITTED BY APPLICABLE LAWS, YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. THE SERVICE AND THE CONTENT THEREIN ARE PROVIDED "AS IS", WITHOUT ANY

WARRANTIES, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER OTERIA NOR ANY PERSON AFFILIATED WITH OTERIA MAKES ANY WARRANTIES OR REPRESENTATIONS AS TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SERVICE. WITHOUT LIMITING THE FOREGOING, NEITHER OTERIA NOR ANY PERSON ASSOCIATED WITH OTERIA MAKES ANY WARRANTIES OR REPRESENTATIONS THAT THE SERVICE AND ITS CONTENT WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, OTERIA HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND RELATED TO THE SERVICE, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF RIGHTS AND FITNESS FOR A PARTICULAR PURPOSE.

Oteria does not guarantee continuous, uninterrupted or secure access to the Service or its features. The Service may from time to time be wholly or partially unavailable due to maintenance or for other reasons. Oteria will, to the extent practicable, attempt to provide notice of limited availability of the Service, without any consequences for Oteria.

Except as required by binding legislation, Oteria cannot be held liable for indirect losses, including, but not limited to, lost profits of any kind, lost savings, loss of data and claims from third parties. Furthermore, any claim for direct loss shall be limited to a maximum of 1000 NOK.

Breach of the Terms of Use and misuse of the Service

The Service is exclusively for private use and may not be used for commercial purposes. The User undertakes to use the Service i) in accordance with the Terms of Use, ii) only for its intended purpose, iii) only in accordance with applicable laws and regulations, and iv) in a responsible manner.

It is prohibited to misuse or attempt to misuse the Service. In the event of a breach of the Terms of Use or other misuse of the Service, including manipulation of usage patterns or program code, Oteria may immediately suspend the user temporarily or permanently and/or take other proportionate measures.

Oteria does not lose the right to any enforcement of the Terms of Use even if misuse of the Service is discovered after a long period of time.

Dispute resolution

If a dispute arises, an attempt shall be made to resolve it through negotiation and mediation. If a dispute is not resolved amicably between the parties, it may be brought before the Consumer Council. Otherwise, the dispute shall be settled with final effect by the Norwegian courts, with Oslo District Court as the court of first instance.

Applicable legislation

Rights and obligations under the Terms of Use are governed in their entirety by Norwegian law.

Contact information

If you have any questions related to these Terms of Use, need to contact Oteria to exercise any of the rights set out above, or have any other questions, please contact customer service at:

- Email address: **hei@oteria.no**
- Address: Tollbugata 63, 3044 Drammen, Norway