

GENERAL TERMS AND CONDITIONS

1. Introduction

These terms and conditions govern the use of the hardware and software services provided by Seroton GmbH (hereinafter referred as Seroton), including any associated hardware, software, and related documentation. By accessing or using our services, you agree to be bound by these terms and conditions. If you do not agree with any part of these terms, you must not use our services.

2. Service Description & Scope

- a) Seroton provides hardware-based software as a service ("SaaS") solutions for mental health training and relaxation exercises. These services may include, but are not limited to, access to proprietary software, hardware installations, maintenance, updates, and customer support (collectively, the "Service").
- b) Seroton's offerings and services do not include measures of medical treatment. In particular, Seroton's offerings and services do not include medical or psychotherapeutic counseling or treatment and do not replace such. In cases of an impairment of your (mental) health that requires medical or psychotherapeutic treatment, our offer cannot replace medical treatment. It can only be a useful supplement. Please discuss this question with your doctor or therapist in advance and follow their recommendation before using our services.

3. Access and Use

- a) The contractual relationship between Seroton and the user (hereinafter: "User" or "You") regarding the use of the Service is governed exclusively by these Terms of Use. Any deviating terms of use or general terms and conditions of the User shall not become part of the contract, even if Seroton does not expressly object to them.
- b) Access to our services is granted on a subscription basis or as otherwise agreed upon between the parties. You agree to use our services only for lawful purposes and in accordance with these terms and any applicable laws and regulations.
- c) To access the Service, you may be required to register an account with Seroton. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete. The transfer of your registration/ your account to third parties is expressly prohibited.
- d) You are responsible for maintaining the security of your account credentials and for any actions taken using your account. You agree to immediately notify Seroton of any unauthorized use of your account or any other breach of security.
- e) Data Protection & Privacy
- f) A good general state of health is the basic prerequisite for using Seroton services. Users with pre-existing mental or physical conditions should consult their doctor or therapist before using Seroton services. Seroton expressly does not replace psychotherapy and is not suitable for the treatment of diagnosed disorders. If you are currently undergoing therapy, you should consult your doctor or therapist before using the Seroton services, who can decide on a case-specific and individual basis whether it makes sense to use the Seroton services.

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- g) Please be aware: If you are experiencing thoughts of self-harm or have concrete plans to end your own life, the Seroton services may not be appropriate for you. Should such thoughts arise while using our service, it is imperative that you promptly seek assistance from a medical professional or psychotherapist. You can also contact telephone counseling services at 0800 111 0 111 or reach out to emergency services such as the police (110).

4. Technical requirements for using our Seroton App

- a) Currently the Seroton Services can be used with Android devices e.g. via smartphone or tablet. (An iOS application is planned.)
- b) The necessary technical requirements, e.g. required storage space on your mobile device and required software version, can be found in the description of the Seroton App available in the respective app store. A further requirement for installation and use on the respective mobile device is a current and valid user account for the respective app store and an internet connection. The contractual relationship of the user with the App Store user account is governed exclusively by the agreements concluded between the user and the respective app store.
- c) The installation and use of the Seroton App requires regular data transmission from the user's mobile device. The scope and frequency of the data transfer depends, among other things, on the type and scope of your use of the Seroton App.
- d) The Seroton Team can refine the Seroton App at any time, expand or change its functionality and issue updates for the App, but does not assume any contractual obligation to do so. Any updates will be displayed to you in the Seroton App or via the functionalities of the respective app store.
- e) By downloading and installing the Seroton App, you receive a personal, non-exclusive and non-transferable license to use the Seroton App on the mobile device in accordance with these terms of use. You do not acquire any rights to the content contained in the Seroton App (texts, images, etc.).
- f) Our applications are continuously updated and adapted. Among other things, this serves your security and the stability of our applications. As a result, the system requirements may change under certain circumstances.

5. Technical requirements for using the Seroton Hardware

Seroton guarantees that the Products delivered shall be free from operational and material defects and shall comply with the construction and functional data and specifications indicated in the Contractual Documents.

For our hardware which requires installation at customers's facility by Seroton personnel, the warranty shall have a term of twelve (12) months from the date of installation.

- Delivery and Installation: Terms for hardware delivery and installation.
- Maintenance and Support: Details of provided maintenance and support services.
- Hardware Return or Replacement: Conditions under which hardware must be returned or can be replaced.

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- WLAN Access & power supply

6. Payment and Billing

- The use of the Service may be subject to payment of fees as determined by Seroton. You agree to pay all fees associated with your use of the Service in accordance with the pricing and payment terms provided by Seroton.
- Payment of the supply shall take place in full, in the specified currency and pursuant to the terms specified in the invoice.
- In the event of delay in payment, if the payment is effected within 20 calendar days as of the date on which payment is due, Seroton will not require any penalty interest. If the payment is effected later than 20 calendar days as of the date on which payment is due, the customer will have to pay a penalty interests to Seroton at a rate equal to the one applied by the European Central Bank to its most recent main refinancing operation plus at least 6 percentage point, which will apply by default, without need of further notification, retroactively from the day following the date on which the payment became due.
- All fees are non-refundable unless otherwise stated by Seroton.
- Seroton reserves the right to change its fees and billing methods at any time. Changes will be effective upon posting on Seroton's website or notifying you via email.

7. Intellectual Property

- The hardware devices and software provided as part of the Service are owned by Seroton or its licensors and are protected by intellectual property laws. You are granted a limited, non-exclusive, non-transferable license to use the Service for its intended purpose.
- You agree not to modify, reverse engineer, decompile, disassemble, or attempt to derive the source code of any part of the Service.

8. Confidentiality

- Each party may have access to confidential information of the other party in connection with these terms. Confidential information includes, but is not limited to, proprietary technology, business plans, and customer data.
- The receiving party agrees to use reasonable efforts to protect the confidentiality of the disclosing party's confidential information and to not disclose it to any third party without prior written consent, except as required by law.

9. Warranty Disclaimer

The service is provided "as is" and "as available" without any warranties of any kind, either express or implied. To the fullest extent permitted by law, Seroton disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

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10. Customer Support

- Description of the support services provided.
- Contact information for customer support.
- Response times and service level agreements (SLAs).

11. Limitation of Liability

- a) To the fullest extent permitted by applicable law, in no event shall Seroton or its officers, directors, employees or agents be liable for any indirect, incidental, special, consequential or punitive damages including, but not limited to damages for loss and profits, revenue, data, or use, incurred by you or any third party, whether in an action in contract or tort, arising from your access to or us of the service or any content provided through the service.
- b) To the extent permitted by law, Seroton shall not be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with the use of our services, even if advised of the possibility of such damages.
- c) In no event shall the total liability of Seroton exceed the total fees paid by you for the services during the preceding twelve-month period.

12. Termination

- a) Either party may terminate these terms and your access to our services for any reason upon written notice to the other party.
- b) Upon termination, you must cease all use of our services and must return any hardware or other materials provided by Seroton.

13. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of Germany, without regard to its conflict of law provisions. Any dispute arising under these Terms and Conditions shall be resolved exclusively by the state and federal courts located in Munich, Germany.

14. Changes to Terms and Conditions

Seroton reserves the right to modify or update these Terms and Conditions at any time without prior notice. Changes will be effective immediately upon posting on Seroton's website. Your continued use of the Service after any such changes constitutes your acceptance of the new Terms and Conditions.

15. Miscellaneous

- a) These terms constitute the entire agreement between you and Seroton regarding the subject matter hereof and supersede all prior or contemporaneous agreements or understandings.
- b) The failure of either party to exercise any right or provision of these terms shall not constitute a waiver of such right or provision.
- c) If any provision of these terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.



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16. Contact Information

If you have any questions or concerns about these terms and conditions, please contact us via hello@seroton.com