

# Terms and Conditions

This Mobile Fitting App/Connexx Fit2Go App (hereinafter the “App”) has been developed and manufactured on behalf of WS Audiology Denmark A/S (“Company”).

By accepting and using the App on your tablet or mobile device, you agree to be bound by these Terms and Conditions and any amendments hereto.

## **Purpose**

The App is intended to be used by Hearing Care Professionals only.

With the App it is possible for you, as the Hearing Care Professional, to adjust the comfort functions of the hearing devices within a given framework. It also enables you to personalize the sound on behalf of your customer.

## **Right of use**

Company grants you a revocable, non-exclusive, worldwide license to use the App within the intended purpose as long as Company offers this App in your jurisdiction. You may not distribute or make the App available to any third party.

You are free to stop using and to uninstall the App at any time.

## **Intellectual Property Rights**

The App and the content featured in the App is protected by copyright, trademark, patent and other intellectual property and proprietary rights which are reserved by Company.

## **Disclaimer and limitation of liability**

As the Hearing Care Professional you are responsible for the fitting adjustment you provide to your customer. Company provides the App to enable you to carry out this service.

The App shall only be used within the intended use and with compatible hearing devices.

Company does not represent, guarantee or warrant that the use of the App shall be uninterrupted or error-free. Company is entitled to discontinue support of the App at any time. The App and the data herein are provided “as is” and without any expressed or implied warranty.

To the maximum extent permitted by law, Company shall not be liable for damages resulting from the use of the App, including direct, indirect, special, incidental, consequential or punitive damages or any other loss or damages of any kind, including disruption or loss of data.

For the avoidance of doubt, nothing in these terms and conditions excludes or limits any guarantee, remedy, or right that cannot be excluded or limited by law.

**Changes**

Company reserves the right to change these Terms and Conditions at any time and if you wish to continue to use the App you will be required to accept the Terms and Conditions as amended.

**Governing law and disputes**

Any dispute or claim arising out of or relating to the App is governed by the substantive laws of Denmark, and the venue of any judicial dispute shall be Denmark except where local mandatory law provides for other governing law and venue.

These Terms and Conditions were last updated 05/20/2023.