

1 TERMS AND CONDITIONS

1.1 Introduction and acceptance

Hello Colic is an application (“**app**”) provided by Urbanska Innovation AB (below “**we**” or “**us**”) that provides information and logging tools for parents who have infants with colic. By using our Services (as defined below), you agree to be bound by all of the terms and conditions outlined herein (“**Terms**”) and use Hello Colic only as permitted by these Terms. Hello Colic reserves the right to amend these Terms at its sole discretion and any modifications shall be effective immediately upon notice. We will announce any such change by posting the revised draft of these Terms in the application.

1.2 About the Services

Hello Colic provides evidence-based information on colic and enables logging of the infant’s behavior (primarily screams) in the Hello Colic app (the “**Services**”). The logging of screams may show patterns that allow parents to prepare and see connections between e.g. the screams and the diet. Where you have given your consent to such use, the information you add to the app may also be shared with colic researchers.

The Services are not intended for diagnosis, prevention, monitoring, prediction, prognosis, treatment or alleviation of colic.

The Services do not provide medical advice and are intended for informational purposes only. The Services are not a substitute for professional medical advice, diagnosis or treatment.

1.3 Using our Services

The Services are for your private use only and are not intended for commercial use of any kind. You may only use the Services as permitted by law and these Terms. You agree not to:

- (i) Use the Services in a way that could be harmful to Hello Colic or anyone else.
- (ii) Use the Services or application for any commercial purposes (e.g. advertising) other than as expressly permitted under these Terms.
- (iii) Use the Services or application for any unlawful purposes.
- (iv) Use the Services in a way that violates the privacy rights of any other person. In particular, you agree not to log the information of any persons or infants unless (1) you are the infant’s parent or guardian and (2) as such, is legally permitted to consent on behalf of the infant. All of the personal data provided by you should be accurate and up to date.

1.4 Account and password

Your account is personal and may not be used by anyone else unless otherwise provided for in these Terms. Where you have logged data about an infant, for which you are a legal parent or guardian, another legal parent or guardian of such infant may also use your account.

You are responsible for taking measures to protect your account and password and for restricting access to your device (e.g. mobile phone, tablet or computer). You are responsible for all activities that occur under your account or password, including all activities by persons you grant access to your account. You will ensure that all users granted access to your account comply with these Terms.

1.5 Intellectual property

All rights in and to the Services, including, as the case may be, any trademarks, service marks, trade names and copyrighted content (collectively “**Intellectual Property**”) presented within the Services are the property of Hello Colic and/or third parties. You agree not to use Intellectual Property for any other purposes except for your use of the Services unless required otherwise by applicable mandatory law.

The Hello Colic app made available to you through any platform is licensed, not sold, to you and may be subject to further agreements and conditions supplied by such platform (e.g. Google Play’s Terms of Service).

1.6 NO WARRANTY

ALL INFORMATION AND CONTENT INCLUDED IN THE APPLICATION HELLO COLIC IS PROVIDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. HELLO COLIC ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE APPLICATION.

1.7 LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL HELLO COLIC BE LIABLE FOR PERSONAL INJURY OR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE LICENSED APPLICATION, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF HELLO COLIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. HELLO COLIC’S AGGREGATED LIABILITY FOR ANY DAMAGES SHALL BE LIMITED TO 5 000 SEK.

1.8 Privacy

Hello Colic will handle any personal data collected by us or provided by you, whether they relate to you or to another individual, in accordance with our Privacy Policy as amended from time to time.

1.9 Consequences of violation

Violation of any of these Terms may, without notice, lead to restriction of access or a direct termination of your user account and/or subscription at our sole

discretion. Violation of these terms may also lead to legal action. In case of violation of the Terms, no refund will be made.

1.10 Transfer of rights

You are not entitled to assign your rights and/or obligations under these Terms or use of the Services to any third party without Hello Colic's prior written consent. Hello Colic is entitled to assign its rights and/or obligations under these Terms.

1.11 Governing law

Unless provided for by any mandatory laws, these Terms are governed by the laws of Sweden, except for its conflicts of laws principles.

1.12 Contact details

Urbanska Innovation AB,

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