

## ResMed EZ™ Subscription Terms

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EdenSleep (“We”, “Us”, “Our”) will provide customer (“You”, “Your”) with products, services and replenishment products in accordance with the “ResMed EZ” subscription You selected. Details of the subscriptions are set out at the end of these terms and are as described on the website.

### Choosing Your Subscription

You can modify your subscription at any time subject to these terms and conditions. If You want to modify your subscription, please use the ‘[Contact Us](#)’ form on our website or contact us at 0800 333 675. The portion of Your subscription related to the device is for a fixed period. The mask and accessories component of Your subscription is reoccurring and will continue until You cancel Your subscription.

### Fees

When You start the subscription, You make a sign up fee of NZ\$99.00 (for device subscriptions only) plus Your first weekly fee. Depending on the subscription You choose, You will start paying fees at regular periods. The upfront payment and any subsequent fees are as stated on the website. You can see the items you are currently paying for via your [EdenSleep online account \(My Account\)](#). We accept payments via debit and credit card. We will not charge You interest, administration, or other fees for use of a debit or credit card. You will own and be able to keep the products You have received under the subscription once You make full and final payment of all fees due over the life of Your subscription.

### Payment

If You fail to pay fees when due, We will send you notifications to your email address asking you to complete payment. We may stop supplying You with the products and services until You have paid all outstanding fees. We reserve the right to terminate Your subscription after providing You with a written notice. If We terminate Your subscription, You will be liable to pay the remainder of the weekly fees under Your subscription.

If You have failed to pay fees when due, We may look to:

- recover any and all outstanding amounts owed to Us by You;
- recover other costs associated with recovery of those amounts from You, including Our legal costs; and
- exercise any rights available to Us by law, including by referring Your outstanding amount to a third party debt collection service or commencing legal action against You.

If You have failed to pay any and all outstanding amounts, We may take steps to notify a credit reporting body of Your default. This may negatively affect Your credit score.

### Title and Risk

Title and risk of any loss or damage to products will pass to You when You take physical possession of the products or when the products are delivered to You.

### Product Availability

If a product is temporarily unavailable or has been discontinued, We will substitute it with a similar product that has equivalent functionality and is of similar value. If You are not satisfied with the substitute product, You may cancel the portion of Your subscription that relates to that product at no cost to You.

## Personal information & Sleep Coach Support

You will receive sleep coach support from our sleep coaches for the duration of Your subscription. When you sign up to a subscription, We collect, use and disclose Your personal and health information as set out in our privacy notice, found at: <https://www.edensleep.co.nz/privacy-notice>.

Please note that sleep coaches are sales and customer service representatives who have received training in sleep health. As part of Your subscription, they will give You general information about sleep health, sleep disorders and products that may help improve Your sleep. They are not a qualified healthcare professional and do not provide medical advice.

If You agree to EdenSleep registering Your ResMed device in the secure, cloud-based system known as AirView™, You consent to EdenSleep using Your personal and sensitive information collected from You via Your ResMed device to support You (both in person and remotely) in Your use of the ResMed device, to assist You in therapy management through our sleep coach support, to help You make sure Your ResMed device is working properly and as further described in the AirView™ registration section below. Without this consent, You will still receive sleep coach support from Our sleep coaches as part of Your subscription but we will not be able to utilise the more detailed AirView™ data to provide You with more personalised support.

Please remember to update Your personal information, including Your address, payment method, and contact details as soon as possible by:

- 1) Updating your My Account
- 2) Call us at 0800 333 675

We will be delivering the products to the address You provide. We may charge You a delivery fee if We are required to re-deliver due to an incorrect address being provided to Us.

## Cancellation

Within your My Account, product/s that are part of Your subscription will either be categorised as 'active' or 'expired'. All products (including fully paid products with a replenishment cycle) will be 'active' until it's cancelled and paid in full.

You may choose to cancel Your subscription at any time by giving Us notice via email, phone or by visiting an EdenSleep store, however, You will be required to pay all outstanding amounts owed on any 'active' products that have already been delivered to You.

You can cancel an upcoming product/s replenishment under Your subscription via phone, or by visiting an EdenSleep store up to one day before the scheduled product ship date. Alternatively, You can cancel an upcoming product/s replenishment by submitting an enquiry via Our [Contact Us](#) form 7 days before the scheduled product ship date.

If You cancel Your subscription or an upcoming product/s replenishment by mistake, please contact us at 0800 333 675.

If Your subscription plan includes a mask replenishment every six months, and You cancel the first scheduled mask replenishment (i.e. the second mask you receive under Your subscription), You will be charged a cancellation fee of NZ\$52.00 including GST. This fee will be in addition to the payment of any outstanding amounts owed on Your 'active products'. Before you cancel any product/s, We will provide You with notices if a cancellation fee applies. If you have any questions about the cancellation fee, You can call us at 0800 333 675 to discuss this charge. If you want to cancel the first mask replenishment, You can visit Us in store or call us at 0800 333 675 and the cancellation fee will be taken over the phone.

## Masks/Accessories Accidental Breakage for Total Care Customers Only

We will cover You for any accidental breakage to certain mask parts, tubing, and HumidAir for the duration of subscription/s\*. You will need to send a photo of the product that has been damaged to Us or take Your product to an EdenSleep store. You can only make one claim per product per year provided that You are signed up to a Total Care subscription at the time of claim and have no outstanding money owed to Us. Our accidental breakage cover is not an insurance policy, nor are We insurers. This cover is offered to You as an extended warranty for select products We sell.

\*Selected products include: ClimateLineAir and ClimateLineAir 11 Heated Tube; HumidAir and HumidAir 11 Tub; AirMini Tubing; F20/F30 connector for AirMini; N20 Connector for AirMini; N30 Connector for AirMini; P10 Connector for AirMini; and all components of the AirFit F30i, AirFit F30i NM, AirFit F30, AirFit F20, AirFit F20 NM, AirFit N30, AirFit N30i, AirFit N20, AirFit N20 Classic, AirFit P30i, AirFit P10, AirFit P10 for AirMini, and AirFit N30 for AirMini masks.

### Sleep-on-it Promise

If You sign up to a subscription and change Your mind, You may cancel Your subscription within 30 days from the date you first receive delivery of product/s under Your subscription. Note: We won't refund any fees You already paid Us. You will need to contact EdenSleep to cancel Your subscription and arrange for the return of products to the store You had purchased the products from or, if You purchased the products online, You will need to ship the products at Your cost to the following address: Unit 11, 477a Devon Street East, Strandon, New Plymouth 4312. You will need to include your full name, the word "ResMed EZ Sleep-on-it Promise" and your order number on the label outside the box. If You do not notify EdenSleep of Your intention to cancel Your subscription within the 30-day period and send the product back to EdenSleep, We may continue to charge You weekly payments.

### Mask Swap Guarantee

You may change Your mask within 30 days from the date of receipt of Your mask at no additional cost to You, provided that (a) there is no damage to the mask as a result of improper use; and (b) You have proof of purchase document. Note: The ResMed EZ Mask Swap Guarantee is limited to one mask swap per customer, per year. You will need to contact EdenSleep via phone or in store to organise a mask swap and return the original mask to Us before the replacement mask is issued. You will need to return of the mask to the store You purchased the mask from or, if You purchased the mask online, You will need to ship the mask at Your cost to the following address: Unit 11, 477a Devon Street East, Strandon, New Plymouth 4312. You will need to include your full name, the word "ResMed EZ Mask Swap Guarantee" and your order number on the label outside the box.

### Warranty and Consumer Guarantees

If you acquire products or services from us other than for business purposes, Our products come with statutory guarantees that cannot be excluded under the Consumer Guarantees Act 1993. Nothing in these Terms seeks to limit your rights under the Consumer Guarantees Act 1993 or otherwise. You are entitled to a replacement or refund for a failure of substantial character and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the products repaired or replaced if the products fail to be acceptable quality or fail to comply with a guarantee specified in the Consumer Guarantees Act 1993. ResMed also provides a limited manufacturer's warranty on products manufactured by ResMed. Information on the limited warranty is provided with the products.

Please visit [www.consumerprotection.govt.nz](http://www.consumerprotection.govt.nz) in order to learn more about your consumer rights when purchasing goods or services.

### Governing law

These terms are governed by the laws of New Zealand.

### EdenSleep Ltd

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(Version 5.1 as of 13 May 2024)

## ResMed EZ Subscription Schedule

Product	Minimum Cost (including GST) (NZD)	1st scheduled delivery at	Recurring delivery every	Essential Care	Total Care
AirSense 11 AutoSet with 6pc hypoallergenic filters	\$2,127.00	Sign up	None	Included	Included
AirSense 10 AutoSet or AutoSet for Her with 6pc hypoallergenic filters	\$1,939.80	Sign up	None	Included	Included
AirFit Mask (AirSense 10/11 Essential Care only)	\$234.00	Sign up	12 months	Included	Not Available
AirFit Mask (AirSense 10/11 Total Care only)	\$182.00	Sign up	6 months	Not Available	Included
Cushion for AirFit Masks	\$78.00	Week 26 / month 7	12 months	Optional	Not Available
Headgear for AirFit Masks	\$78.00	Week 26 / month 7	12 months	Optional	Not Available
HumidAir Tub	\$104.00	Week 53 / month 13	12 months	Optional	Included
ClimateLineAir Tubing with 6pc hypoallergenic filters	\$104.00	Week 53 / month 13	12 months	Optional	Included

Product	Minimum Cost (including GST) (NZD)	1st scheduled delivery at	Recurring delivery every	Essential Care	Total Care
AirMini Device with Travel Bag	\$1,737.00	Sign up	None	Included	Included
AirMini Mask & Accessories Pack**	\$299.00	Sign up	12 months	Included	Included
Cushion for AirFit Masks	\$78.00	Week 26 / month 7	12 months	Optional	Included
Headgear for AirFit Masks	\$78.00	Week 26 / month 7	12 months	Optional	Included
HumidX 6pk	\$52.00	Sign up	6 months	Optional	Included

\*\*includes the following: 1 x AirFit Mask compatible with AirMini; 1 x AirMini Tubing; 6pc AirMini Standard Filters; and 1 x Mask Connector.

Product	Minimum Cost (including GST) (NZD)	1st scheduled delivery at	Recurring delivery every	Smart Care
AirFit Mask	\$182.00	Sign up	6 months	Included
HumidAir Tub	\$104.00	Sign up	12 months	Optional
ClimateLineAir Tubing with 6pc hypoallergenic filters	\$104.00	Sign up	12 months	Optional

Product	Minimum Cost (including GST) (NZD)	1st scheduled delivery at	Recurring delivery every	Smart Care
AirFit Mask	\$234.00	Sign up	12 months	Included
HumidAir Tub	\$104.00	Sign up	12 months	Optional
ClimateLineAir Tubing with 6pc hypoallergenic filters	\$104.00	Sign up	12 months	Optional

Product	Minimum Cost (including GST) (NZD)	1st scheduled delivery at	Recurring delivery every	Smart Care
AirTouch Mask plus 5 cushions	\$195.00	Sign up	6 months	Included
HumidAir Tub	\$104.00	Sign up	12 months	Optional
ClimateLineAir Tubing with 6pc hypoallergenic filters	\$104.00	Sign up	12 months	Optional

### AirView™ registration

Our friendly sleep coaches are here to get you started and support your therapy journey to help you achieve your sleep goals. ResMed Air Solutions is designed to make your therapy experience as seamless as possible, whereby you and sleep coaches can actively engage in your care. One of the tools we utilise is our AirView application. If you consent to EdenSleep registering your device in our AirView application, this will help us aid you to understand how your therapy is going, how your ResMed device is working and help us increase your awareness and education of sleep health.

***AirView registration is optional.***

Set out below, we explain what AirView registration entails, how we use the information you provide when you allow us to register your ResMed device in AirView and how you can withdraw your consent.

#### 1. What is AirView?

AirView is ResMed's secure cloud-based system used to monitor and optimise your use of a ResMed device.

AirView is hosted by a service company located in Japan. All data from your ResMed device is transmitted to AirView in encrypted form.

If you allow EdenSleep to register your ResMed device in AirView:

- EdenSleep will create your profile in AirView using your name, address, other contact information and the unique serial number of your ResMed device.
- Data that is transmitted from your ResMed device or uploaded via an SD card can subsequently be linked to your profile in AirView enabling EdenSleep to utilise this data for the purposes described in section 3 below.

Certain ResMed devices<sup>1</sup> use built-in wireless connectivity to automatically transmit data from your ResMed device to AirView. For ResMed's Card-to-Cloud only devices where built-in wireless connectivity is not available, ResMed supply SD cards for your devices; these SD cards easily store usage data allowing EdenSleep to download information from your device into AirView.

Please note, even if your ResMed device is not registered in AirView, where your ResMed device has built-in wireless connectivity, it will still automatically transmit data to ResMed's secure cloud. However, if your ResMed device is not linked to your AirView profile, this data is not reasonably capable of identifying you.

#### 2. What data is collected from your ResMed device and linked to your profile in AirView?

If you allow EdenSleep to register your ResMed device in AirView, the following types of data transmitted by your ResMed device or uploaded via an SD card will be linked to your AirView profile:

- **Device-identification data:** such as serial number and device model;

- **Therapy-related data:** such as device usage hours, mask seal, average events per hour (AHI) and the number of times a mask is taken off, any other data that is inputted into the device, such as responses to questions on the device;
- **Device diagnostic data:** data about what's working and not working, for example, device usage and connectivity events, performance metrics, errors and fault information if they occur.

### 3. How we use your data

If you allow EdenSleep to register your ResMed device in AirView, you consent to EdenSleep processing the data received from you and transmitted from your ResMed device to:

- a) respond to any queries you may have;
- b) troubleshoot and support you (both in person and remotely) in your use of your ResMed device;
- c) assist you through our sleep coach support service\*;
- d) monitor the performance of your ResMed device including device usage to create reports, conduct analysis, produce analytics, or perform any other operation for the purposes of monitoring therapy adherence;
- e) help you make sure your ResMed device is working properly;
- f) create and send reports to your doctor, if requested by you;
- g) conduct and support research and innovation (including analytics) on topics of technological advancement, health, wellbeing and public interest;
- h) improve our products and services.

EdenSleep will keep the data collected from your ResMed device for as long as is necessary for the purposes indicated above, or to comply with our legal obligations, such as (statutory) retention periods.

\*Please note: EdenSleep sleep coaches are sales and customer service representatives who have received training in sleep health. They can give general information about sleep health, sleep disorders and products that may help improve Your sleep. They are not a qualified healthcare professional and cannot provide medical advice.

### 4. Right to Withdraw Consent

If you give your consent to EdenSleep to register your ResMed device in AirView you may revoke your consent at any time without giving any reason.

If you do not give your consent to EdenSleep to register your ResMed device in AirView or if you do give your consent but then subsequently withdraw it, this will impede EdenSleep's ability to utilise the more detailed data in AirView to provide you with more personalised support.

To exercise your rights to withdraw your consent, please send an email to [privacy@resmed.com](mailto:privacy@resmed.com).

For more information, please read EdenSleep's [Privacy Notice](#).

<sup>1</sup>Wireless connectivity is available for selected AirSense™ 10, AirSense™ 11, AirCurve™ 10 and Lumis™ devices. Wireless communication depends on network availability.