

Terms of Use

This User Agreement refers to and binds Registered Users of our Service, as well as of mobile applications or API Service or any other service that may be provided in the future through HEALTHENTIA, a product of INNOVATION SPRINT SPRL.

The following Terms govern the usage of the Service, Information and Data provided to the Users by INNOVATION SPRINT SPRL and its affiliates.

Subject of the Agreement

HEALTHENTIA is a platform to allow Users monitor their outcomes (e.g., clinical, medical, physical) through their smartphone. INNOVATION SPRINT SPRL may perform research activities using the data provided at an aggregate level, e.g., training behavioral models, observing symptoms and outcomes. INNOVATION SPRINT SPRL can make available data to 3rd parties, by respecting privacy, as described in the Privacy Policy of the application. In addition, upon approval, Users may be contacted by Third Parties to participate into Clinical Trials or simple surveys that will be carried out with the use of Healthentia. In those cases, additional terms and conditions will be provided and the User consent is asked.

Account Terms

To access and use the Services, INNOVATION SPRINT SPRL hereby grants you a license to access and use HEALTHENTIA.

You acknowledge that INNOVATION SPRINT SPRL may use your email address as a method for communication for support or other inquiries you may make to INNOVATION SPRINT SPRL. You are responsible for keeping your password secure. INNOVATION SPRINT SPRL cannot and will not be liable for any loss or damage from your failure to maintain the security of your password.

For achieving account security, you should:

- Avoid using public or shared networks to connect to Healthentia when you are about to manage health data.
- Not use jailbroken devices.
- Use passwords with at least eight (8) characters long, containing characters from three of the following four groups: Lowercase letters, Uppercase letters, Numbers (0-9), Special characters.
- Never store the passwords on any of your devices.
- Change the password at least every six months.
- Install an anti-malware program on your devices and update it regularly.
- Make sure that each e-mail you register in Healthentia corresponds to you.
- Ignore and delete messages of doubtful origin and do not follow links that include and refer to websites.
- Not reveal by phone, email, Internet form, or social media, confidential information such as your username, password.

- Always use the most up-to-date versions of the App and your operating system.

A breach or violation of any term in the Terms of Service, including the Privacy Policy, as determined in the sole discretion of INNOVATION SPRINT SPRL will result in an immediate termination of your Account and access to the Service.

The User shall use the Service, Information and Data for his/her own internal use only. Except as otherwise set forth herein, the User shall have no other rights with respect to the Service, Information and Data, including without limitation, any right otherwise to use, distribute, furnish or resell the Data or any portion or derivative thereof. The User may not use the Service, Information and Data for any illegal purpose or in any manner inconsistent with this agreement. Except as expressly permitted pursuant to this sublicense agreement, the User may not copy, reproduce, republish, recompile, redeliver, decompile, disassemble, reverse engineer, distribute, publish, display, modify, upload, post, transmit, create derivative works from, or in any other way create a misimpression or confusion among users with respect to sponsorship or affiliation or exploit in any way material from the Service, Information and Data. However, the User can exercise his/her relevant rights in relation to his/her personal data as described in the Privacy Policy (i.e., right of access to his/her data, right to rectification, right to data portability, etc.)

Account cancellation

By accepting this Agreement, the User acknowledges that the information and data that he gets access to, may be of significance to national or international authorities or with respect to sovereignty rights of one state or organization that protects such rights. INNOVATION SPRINT SPRL preserves the right to cancel, reduce and/or inactivate, without previous notice, one or more accounts that may fall into the scope of a national or international authorities' prohibition or restriction of access to that information and data.

Copyright

The Service, Information and Data may be protected by copyright, trademark, international treaties and other proprietary rights and laws of European Union, the United States and other countries. The User agrees to abide by all applicable intellectual property laws, as well as any additional notices or restrictions contained in the Service, Information and Data. Unauthorized use of the Service, Information and Data and the materials contained in the Data may violate applicable copyright, trademark or other intellectual property laws or other laws and shall be a breach of this sublicense agreement.

Especially for the Users of HEALTHENTIA clinical dashboard - Portal, Data Controllers are not allowed to use or create questionnaires or content that is subject to a license, without prior approval from the licensee. Data Controllers have the obligation to fulfil all requirements for the use of licensed content and take any action requested by the licensee (e.g. screenshots, validation) to comply with the copyright requirements.

Unauthorized use

INNOVATION SPRINT SPRL is not liable for any unauthorized use of the Service, Information and Data. The User shall remain liable for all confidential or proprietary information disclosed by the User or its affiliates as a result of any unauthorized use of the Service, Information and Data. INNOVATION SPRINT SPRL may, without notice, choose to block User's access to the Service, Information and Data if INNOVATION SPRINT SPRL has reason to believe that Data or

Services are being used by an unauthorized person, in any manner inconsistent with the Terms or for other reasons deemed appropriate by INNOVATION SPRINT SPRL in its sole discretion.

Modifications of Service

The User acknowledges and agrees that nothing in this agreement constitutes an undertaking by INNOVATION SPRINT SPRL to provide the Information, Data or Services in its present form or under any specifications. INNOVATION SPRINT SPRL, in its sole and absolute discretion may from time to time make additions to, deletions from, modifications to, or change the format and features of the Information, Data or Services.

The User also acknowledges that INNOVATION SPRINT SPRL may be obliged to alter, modify or reduce the extend of Service provided at any time.

No Warranties

To the fullest extent permitted by applicable law, none of INNOVATION SPRINT SPRL or any of its affiliates, their members, directors, officers, employees, agents, and contractors has made or shall be deemed to have made any representations or warranties whatsoever with respect to the information, data and services provided. The services, data and information provided by INNOVATION SPRINT SPRL, or any of its affiliates, their members, directors, officers, employees, agents, and contractors is provided on an "AS IS" basis, and INNOVATION SPRINT SPRL expressly disclaims any and all warranties, express or implied, including without limitation warranties of merchantability, fitness for a particular purpose, title and non-infringement. INNOVATION SPRINT SPRL does not warrant that the service will be uninterrupted or error-free, that defects will be corrected. INNOVATION SPRINT SPRL does not warrant or represent the use of the data in terms of its correctness, accuracy, reliability, or otherwise.

Damages

The User acknowledges that in no event shall INNOVATION SPRINT SPRL or its affiliates be liable to it for any direct, special, incidental, indirect, punitive, consequential damages or any other damages of any kind (including, but not limited to, lost profits and damages that may result from the use of the Services or Data, any delay or interruption of service, or omissions or inaccuracies in the information) even if INNOVATION SPRINT SPRL or any other party have been advised of the possibility thereof.

Liability

INNOVATION SPRINT SPRL or its affiliates will not be liable or responsible in negligence or otherwise to any person not a party to this agreement for (i) any information, data or advice expressly or impliedly given by INNOVATION SPRINT SPRL or (ii) any act, omission or inaccuracy by INNOVATION SPRINT SPRL. Nothing in this sublicense agreement will be construed to create rights in favor of any person not a party to this sublicense agreement other than INNOVATION SPRINT SPRL, which shall be an intended third party beneficiary of this sublicense agreement.

The User shall, at its expense, indemnify, defend, and hold INNOVATION SPRINT SPRL and its affiliates harmless from and against any and all claims, losses, liabilities, damages, actions, proceedings, costs, and expenses (including without limitation reasonable attorneys fees) arising out of or relating to the use of the Data by the User or its breach of this Agreement.

Breach of Agreement

The User acknowledges that any breach of this Agreement may cause irreparable harm to INNOVATION SPRINT SPRL and for which monetary damages may not be sufficient, and the User agrees that INNOVATION SPRINT SPRL will be entitled to seek, in addition to its other rights and remedies hereunder or at law, injunctive or all other equitable relief, and such further relief as may be proper from a court of competent jurisdiction.

Force Majeure

If INNOVATION SPRINT SPRL is prevented or delayed in the performance of any of its services under this Agreement by force majeure, then INNOVATION SPRINT SPRL shall be excused from the performance or the punctual performance, as the case may be, as from the date of such force majeure occurs, for so long as such cause of prevention or delay shall continue. For the purpose of this Agreement, "force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of INNOVATION SPRINT SPRL. Excuse from performance does not extend the duration of the provided Services to the User.

Applicable Law / Competent Courts

The present Agreement, as well as any modification or alteration on them are subject to European Law. All the above-mentioned terms are considered as essential. Should any of the terms become against the law, it becomes inactive and is removed from the present text without affecting in any way the validity of the other terms.

If any dispute or difference arises out of or in connection with this Agreement, it shall be resolved by the courts of Belgium, which shall have exclusive jurisdiction.

The above terms were revised on January 10th, 2023.