

SUPPLIER TERMS AND CONDITIONS FOR G-CLOUD 15

1. Framework Alignment

These Supplier Terms and Conditions are specifically tailored to align with the G-Cloud framework agreement ("Framework Agreement") and are designed to facilitate the provision of Provider's services to the Buyer. The Services provided under these terms form part of the agreed-upon call-off contract under the G-Cloud framework, in accordance with clause 8.3 of the Framework Agreement.

2. Pricing and Payment Terms

2.1. The price for access to and use of the Provider's services shall be as agreed upon in the initial Order Form or subsequent Order Forms issued under this Agreement.

2.2. Luscii reserves the right to adjust the prices as agreed upon in the Order Form annually to reflect changes in inflation rates. The adjustment will not exceed the percentage increase in the Consumer Price Index (CPI) published by the Office of National Statistics over the preceding 12 months.

2.3. Currency Fluctuation Adjustments: Prices are based on the exchange rate between the Euro (EUR) and British Pound Sterling (GBP) as of the date of this Agreement. Adjustments due to currency fluctuations exceeding 5% will be applied to the next billing cycle.

3. Intellectual Property Rights

3.1. All intellectual property rights of Provider's software platform, including any modifications, updates, or enhancements thereto shall remain the exclusive property of the Provider.

3.2. All intellectual property (e.g. telemonitoring programs) created by the Buyer or its employees that is contributed to the Provider's software platform and placed in the Provider's online library, will belong to the Provider for continuity purposes. The Buyer hereby grants the Supplier a perpetual, irrevocable, worldwide, royalty-free license to use, modify, and distribute such intellectual property as part of the Provider's software platform.

4. Buyer notification and cooperation obligation

Buyer will immediately report a serious incident ('serious incident' within the meaning of Article 2 of the EU Regulation 2017/745, MDR) resulting from the use of the Provider's software platform to Provider via support@luscii.com. At the request of Provider, Buyer will immediately share information (for example safety warnings or recovery actions) with its staff and patients involved.

5. Buyer use of templates for Privacy Statement and Terms of Use

The Buyer is obligated to present a privacy statement and terms of use in the Provider's patient app. To this end, Provider will provide Buyer with templates (Annex I and II). These templates are designed to ensure compliance with relevant data protection and privacy laws and must not be modified without conferring with Provider on changes.

ANNEX I

Privacy Statement – Luscii App

Introductory notes

When patients use the Luscii App, their personal data is processed. For this processing, the Healthcare Institution that offers the Luscii App to the patients can be regarded as the Data Controller under (UK) GDPR. Luscii Healthtech B.V. (Luscii) can be regarded as a processor on behalf of the Healthcare Institution.

The Healthcare Institution is obliged under the UK General Data Protection Regulation (GDPR) to provide data subjects (patients and healthcare providers) with information about the data processing. This can be done by providing a Privacy Statement to the patients. Luscii offers Healthcare Institutions the opportunity to incorporate their Privacy Statement via the Luscii App. In this way, patients can easily consult the information about their personal data when they download the Luscii App and can find it via the Luscii App.

As a Healthcare Institution, you can choose to use the format for the Privacy Statement for the Luscii App. You can easily indicate which personal data your Healthcare Institution processes within the Luscii App.

The Healthcare Institution remains responsible at all times for the information it incorporates into the Privacy Statement. Luscii is not liable for the fulfilment by the Healthcare Institution of the obligations incumbent on it under the UK GDPR and other laws and regulations regarding the processing of personal data in healthcare.

We recommend filling in the requested information as accurately and completely as possible and to carefully review the Privacy Statement. If you believe that the Privacy Statement needs to be adjusted, please contact us. We will then work with you to find a solution.

Privacy Statement

Through your healthcare provider, you can use the Home Measurement Application (hereafter: the App). If you use the App, you can easily take measurements at home and exchange your measurement data with your healthcare provider and/or communicate with your healthcare provider. Your healthcare provider can view and analyze the information you provide and take immediate action if necessary.

If you use the App, your personal data will be processed. [Healthcare Organization] takes your privacy very seriously and will use information about you in a secure manner. In this Privacy

Policy, we explain what personal data we process about you when you use the App. We encourage you to read this Privacy Policy carefully before using the App.

1. Contact details

[Healthcare Organization] is responsible for processing your personal data and located at [address], [zip code] in [city]. We have appointed a Data Protection Officer (DPO) to monitor compliance with applicable laws and regulations regarding the processing of personal data. Our DPO can be reached at [Email DPO]. You can also reach us by phone at [phone number] and the contact details as listed on the [Website].

2. To whom does this Privacy Policy apply?

This Privacy Policy applies to you if you are a patient of ours and if we have prescribed the App to you as part of your treatment. In addition, this Privacy Policy contains information about the personal data of healthcare professionals processed using the App. This Privacy Policy is only about the processing of your personal data in the App and does not cover the processing of your personal data in the context of other (parts of) treatments.

3. For what purposes do we process your personal data?

We process your personal data in order to provide you with the App and allow you to use the functionalities included therein. We process your personal data for the following purposes:

1. Application and use

When we, [Healthcare Organization], use the App, we notify the healthcare provider of this. The healthcare provider can then prescribe the App to you so that you can take measurements at home for your treatment. When your healthcare provider prescribes the App and signs you up, you will receive an activation link via email. Once you have activated the App, we will ask you to check your personal information and complete it where necessary.

After activating the App and checking your data, you can start taking measurements and enter the measurement data into the App. You can do this manually or by connecting a measurement device to the App. Our healthcare providers can view your measurements through their dashboard. The healthcare provider and you can view and analyze the measurements and manage alerts. Notifications can also be sent to you and the healthcare provider when your measurement reaches a certain threshold.

The basis for this data processing is the execution of the medical treatment agreement between you and the healthcare provider of [Healthcare Organization]. The App is part of your treatment and the personal data are necessary to carry out your treatment using the App.

2. Improving the user experience

We may process your personal data to identify how and how often you use the App and/or its components. Based on this information, we can (have) the App improved so that it better suits your treatment and user-friendliness.

We have a legitimate interest in improving the user experience. We have an interest in providing our patients with an App that works well and is easy to use. We weigh this interest against the interests of healthcare providers and users. If you would like to know more about this balancing of interests, you can request it from us by contacting the DPO.

3. Supply of measuring equipment

Depending on the measurements you will be taking as part of your treatment, we may provide measurement equipment to you. This measuring equipment can be used separately or linked to the App. We keep a record of who and when we have provided measurement equipment and what equipment it is.

The basis for this data processing is the execution of the medical treatment agreement between you and the healthcare provider of [Healthcare Organization]. The measuring devices are necessary in the context of your treatment and we must record information about them in that connection.

4. Creating links

We may process your personal data because we want to be able to link to a third-party service. For example, we may link the measurement data you enter to the electronic patient record (EHR) we use or to a communication platform. We may also create links to third-party measurement applications or parties that can place targeted information in the App. We make these links in order to make the care we offer you more efficient, better and consistent with treatment.

The basis for this data processing is the execution of the medical treatment agreement between you and the healthcare provider of [Healthcare Organization]. The links we make are necessary for your treatment to run efficiently.

5. Availability and security

We have high standards for how the App works and for its security. We ensure that you can continue to use the App and that your personal data is stored and further processed in a secure environment. We want to prevent your personal data from being accessed by unauthorized third parties and log access and use of the App by you and our healthcare providers. We may ask you to confirm your identity by two factor authentication or by confirming your registration by phone.

We process personal data for this purpose because we are required by law to implement certain security measures and maintain logging when it comes to health data. In addition, we have a legitimate interest in optimizing availability and identifying security risks. We always weigh our interest against your privacy interest. You can request this balancing of interests from us upon request.

6. Support, questions and complaints

We may process your personal data when you contact us or the provider of the App, Luscii Healthtech B.V. ("Luscii") because you have a question or complaint, or because you need help using the App.

We process your personal data because we have a legitimate interest in doing so, which is to provide you with a user-friendly measurement method that is easily accessible to you. We always weigh our interests against your privacy interests. You can request this balancing of interests from us upon request.

7. Scientific research

We may process your personal data to conduct scientific research or to approach you for participation in certain scientific studies. When we intend to process your personal data for this purpose, we will inform you of the nature of the research and the parties conducting the research.

We process your personal data only if you have given your consent, or when the scientific research serves a broad societal interest, about which we will inform you as appropriate.

8. Meeting legal obligations and oversight

We may process your personal data in the event that regulators and inspectorates require us to do so, such as the Care Quality Commission or NHS England or the Information Commissioner's Office (ICO). We may also use your personal data to protect our interests, for example in the context of legal proceedings. Finally, we process personal data to be able to comply with our legal obligations, such as our file obligation. The legal basis in this case is the presence of a legal obligation or the representation of our legitimate interest.

9. [...]

4. What personal data do we process from you?

In the table below, we have listed the personal data we process from our patients and healthcare providers. Here we have indicated by numbers for which of the purposes listed above we process these personal data.

Personal data	Purposes
First and last name	1 through 8
Gender	1 through 8

Address, zip code and city	1,3,6,7,8
Country and time zone	1 through 8
Date of birth	1 through 8
Email address	1 through 8
Phone number	1 through 8
User name and password	1,4,5,6,8
Whether you are a patient or healthcare provider	1 through 8
Which measurement program you are participating in	1 through 8
Measurements performed and their date and time	1 through 8
Notes on your measurements	1,2, 4 through 8
Frequency of measurements	1 through 8
Threshold values set by [Healthcare Organization].	1,2,4 through 8
Which notifications users want to receive	1,2,7
Photo (optional)	1
Language	1,2,3,6,7
Unique user number / authentication token	1 through 8
Patient number or staff number	1 through 8
Logging data	1,2,5,8
Data about the device being used; IP address, MAC address	1 to 5.8
Browser type and version	1 to 5.8
Operating System	1 to 5.8
Version of the App	1 to 5.8
Healthcare Provider notes	1 through 8
Messages to and from the healthcare provider	1 through 8
Measurement data you have entered, automatically or otherwise, into the App	1 through 8
[...]	

[...]	
[...]	

5. Special personal data

We process health data about you in the App. Health data is classified as "special personal data" in the UK General Data Protection Regulation. Processing special personal data is prohibited unless an exception applies. One such exception is the provision of proper treatment or care. If and to the extent that personal data processed in connection with the App does not fall within the medical treatment relationship between the healthcare provider and the patient, we will ask for your consent to process your health data. If we need to provide special personal data to a supervisor, this is permitted if there are reasons of substantial public interest. We always check whether this is actually the case before providing it.

6. Who has access to personal data?

The following (third) parties may have access to your personal data processed with the App.

1. Healthcare organization and authorized employees. Your personal data can be accessed by your healthcare provider and other individuals within [Healthcare Organization's] organization who have a treatment relationship with you, to the extent that your personal data is necessary for the performance of their duties.
2. Processors and sub-processors. We engage parties to process personal data on our behalf (processors). The App is developed and managed by Luscii. Luscii processes personal data on our behalf and we have entered into a processor agreement with Luscii for this purpose. The App may be linked to services of other third parties. Depending on how the linking is achieved, these third parties qualify as processors or (sub) processors. We carefully select these third parties and we enter into processor agreements or have Luscii enter into a sub-processor agreement. We may link the App with other services. Luscii additionally uses cloud service providers and third-party service providers that enable notifications and messaging. These parties qualify as sub-processors.
3. Additional Services. In some cases, you may choose to link the App with another application or service. For example, we offer users the option to store and process their personal data through Apple HealthKit and/or Google Fit. These parties process your personal data for their own purposes and you yourself enter into an agreement with these parties. Further processing is outside of our control and we are not responsible or liable for it. We recommend that you carefully read the terms of use and Privacy Policy of these third parties.
4. Authorities and legal assistance providers. We may also share personal data with third parties including regulators, tax authorities, investigative authorities, and legal counsel and mediators. We do so only if we are required to do so or when it is necessary to protect our interests (for example, in litigation).

7. How do we ensure secure processing?

We have agreed with our processor Luscii to take measures to protect your personal data processed within the App from unlawful processing. The security measures include:

- Authorization policy for employees accessing data in the App;
- Periodic privacy awareness trainings;
- Data in the App is always transferred over HTTPS (SSL/TLS);
- Firewall protected servers (including backups) are used;
- Data are stored locally on phones or tablets for as little time as possible, and if they are, data are encrypted;
- The encryption with AES256, also on the servers of our cloud service provider;
- Data are erased from local data carriers (smartphone or tablet) at logout;
- All activities are logged. When warranted, we can monitor activities.

8. Transfer outside the European Economic Area ("EEA").

Your health data and your measurement results are stored on our servers in the UK. Luscii uses a cloud service provider with servers in the EEA. It is conceivable that Luscii or another (sub)processor with whom we work may use parties based in a country outside the EEA for parts of the service. Before engaging these service providers, we check, with or without Luscii, what personal data is being transferred and what level of protection applies in the third country. We also verify whether additional measures are needed to protect your personal data when transferred to a third country or transfers outside of the EEA, Luscii uses the [model contractual clauses](#) established by the European Commission where possible. For more information on safeguards regarding international transfers, please contact our DPO.

9. Retention period

We do not keep your personal data longer than strictly necessary. We are obliged to keep the personal data we process as part of your treatment in your medical file for 20 years. We retain data about the use of the App, including in any case logging data for 5 years in order to comply with our legal obligations regarding (access to) logging. We keep data on requests and complaints until the complaint has been finally settled and can no longer be submitted to a judicial authority.

[Other retention periods]

10. Your rights

Under privacy laws, you have a number of rights regarding the personal data we process about you.

- Right of access. This is the right to ask us whether we have personal data about you and to access it. You also have the right to understand who has accessed your personal data (logging).
- Right to rectification. You can ask us to change inaccurate or incomplete personal data.
- Right to be forgotten. In some cases you have the right to have your personal data deleted by us, for example when your personal data is no longer needed for the purposes for which we obtained it.
- Right to restriction. This is the right to have less personal data processed or to stop processing temporarily. For example, you can request this when you have disputed the accuracy of your personal data.
- Right to data portability. When we process your personal data pursuant to the medical treatment agreement or consent, you have the right to data portability. This is the right to receive your personal data from us so that you can transfer it to another party.
- Right to object. You may object to the processing of your personal data. If your personal data is processed for direct marketing or based on the legitimate interests of the Healthcare Provider, you may always object to the processing of your personal data.
- Withdrawing your consent. If you have given us consent to process your personal data, you may withdraw that consent at any time. This withdrawal will not affect the processing of your personal data before you have withdrawn your consent.

We are not always obliged to grant your request(s). However, we will always respond to your request, at least within one month. Only in special cases may we take longer, but we will always inform you of the progress. We may ask you for additional information to establish your identity.

11. Contact and complaints

If you have any questions or complaints about this Privacy Policy, or if you wish to exercise your rights, please contact us using the contact information provided at the top of this Privacy Policy.

If you suspect that we are in violation of privacy and data protection laws, please feel free to contact us. We will be happy to assist you. For the sake of completeness, please note that you have the right to file a complaint with a supervisory authority. In the UK, this is the Information Commissioner's Office.

12. Updates and changes

This Privacy Policy may be amended from time to time. The most recent version of the Privacy Policy can be found in the App. In the event of significant changes that may materially affect you, we will endeavor to notify you directly. The most recent version of this Privacy Policy is dated [date].

ANNEX II

Terms of Use – Luscii App

These terms of use apply when you use the Luscii application for home measurements and/or communication with your healthcare provider. By using the application, you agree to the terms below.

The application is offered to you as a patient or as a legal representative of a patient (for example your child) by your healthcare institution on the prescription of one of its healthcare providers. The application is developed by Luscii Healthtech B.V. The application is solely intended to support your treatment and is not a replacement for emergency care or regular care.

Do you have complaints and need urgent care? Then take action immediately and contact your healthcare provider or call 999, 911 or 112 in an emergency!

The (measurement) data that you enter in the application is checked and analyzed by your healthcare institution. If your (measurement) data give reason to do so, your healthcare provider can take action, for example by contacting you. We recommend that you carefully read these terms of use, the Privacy Statement and other documentation about the application (see <https://www.luscii.com/help>) before you start using the application. We may, through your healthcare provider or otherwise, provide you with additional instructions and directions regarding the use of the application. You must at all times follow the instructions and directions from us and/or your healthcare provider regarding the use of the application.

Article 1. Definitions

The capitalized terms in these terms of use always have the meaning assigned to them (both in the singular and in the plural).

1.1. Account: the personal account with which you gain access to the Application.

1.2. Agreement: the agreement between You and the Healthcare Institution on the basis of which Luscii will deliver the Application of which the Terms of Use form an integral part.

1.3. Application: the application that Luscii will provide for the Healthcare Institution and to which You have gained access via the Healthcare Provider. The application includes, but is not limited to, facilitating home measurements, providing education and enabling communication with the Healthcare Provider.

1.4. Confidential Information: non-public information related to one or both Parties and information of which a Party indicates that this information is confidential, or information of which Parties should reasonably have known the confidential nature given the nature or content of the information.

- 1.5. Data: the (measurement) data and other information stored by You in the Application.
- 1.6. Healthcare Institution: The healthcare institution that provides you with the application as a patient or as a legal entity representative of a patient (for example your child) on the prescription of one of her healthcare providers.
- 1.7. Healthcare Provider: employee of Healthcare Institution and/or employee of others on behalf of Healthcare Institution, who receives (measurement) data from You via the Application. The use of the Application takes place for the provision of direct care.
- 1.8. Intellectual Property Rights: all rights (of intellectual property) including but not limited to copyrights, database rights, domain names, trade name rights, trademark rights, design rights, neighboring rights, patent rights, as well as rights to know-how.
- 1.9. Luscii: Luscii Healthtech B.V.
- 1.10. Measuring equipment: the equipment used to take remote measurements (for example a blood pressure monitor).
- 1.11. Parties: You and Healthcare Institution together or separately.
- 1.12. Terms of Use: these terms and conditions.
- 1.13. You: the natural person not acting in the exercise of a profession or business, who has gained access to the Application on the prescription of the Healthcare Provider and uses the functionalities of the Application.

Article 2. General provisions

- 2.1. The Application was developed by Luscii. You can only use the Application on the prescription of a Healthcare Provider affiliated with us and for the treatment for which the Healthcare Provider has prescribed the use of the Application. The use of the Application is part of the provision of direct care by your Healthcare Provider and/or Healthcare Institution.
- 2.2. To use the Application, you must download the Application from the Apple App Store or Google Play Store. In addition to the provisions included below, Apple or Google may impose conditions on obtaining the Application. Consult the terms and conditions of Apple's Appstore or Google Playstore.
- 2.3. The Application allows you to carry out measurements at home and share this Data with the Healthcare Provider. You can also follow education and communicate with the Healthcare Provider.

2.4. The Application is not a replacement for regular care or emergency care but serves solely to support your treatment. The Healthcare Provider analyzes and assesses - whether or not together with a medical team from the Healthcare Institution - the Data that you provide via the Application.

2.5. If there is a (medical) reason to contact You based on that Data, as well as the data in Your medical file, the Care Provider will do this within a reasonable time frame that is necessary based on the Data. You are responsible for assessing whether you can wait for this or whether you need emergency care. If you need urgent care, please contact your healthcare provider, GP or call 999 or 112 in an emergency.

2.6. The information in the Application is intended to provide support in using the Application. You can also find information about your treatment and/or condition. The information is expressly not intended as medical advice. If you have any questions about the information, or in response to it, you can contact the Care Provider.

2.7. The content of the Application has been compiled with the greatest care. Healthcare Institution does not guarantee that the data and information provided in the Application are free of errors or imperfections.

2.8. You must be 18 or over to accept these terms and use the App, otherwise you must obtain parental consent. These Terms of Use apply to the person(s) who is being provided with direct care by the Healthcare Institution.

Article 3. Account

3.1. To use the Application you need an Account. The healthcare provider will provide you with login details.

3.2. It is Your responsibility to ensure that the login details are kept confidential.

3.3. An Account is personal and may not be shared with another person. The use of the Account is Your responsibility.

3.4. If login details of an Account have been lost or leaked, You will immediately take all measures that are reasonably necessary and desirable to prevent misuse of the Account. These measures may, for example, consist of changing the password or blocking the Account. You will also immediately report this to the Care Provider, so that additional measures can be taken to prevent misuse of the Account.

Article 4. Rules of use

4.1. It is not permitted to use the Application for actions that are contrary to applicable laws and regulations. This includes storing or distributing information via the Application that is libelous, defamatory or racist.

4.2. If the Healthcare Institution determines that You are violating the above conditions, or receives a complaint about this, the Healthcare Institution may intervene itself to end the violation.

4.3. If, in the opinion of the Healthcare Institution, nuisance, damage or other danger arises for the functioning of the computer systems or the network of the Healthcare Institution or third parties and/or of the Application, in particular due to excessive sending of e-mail or other data, leakage of personal data or activities of viruses, Trojans and similar software, the Healthcare Institution is entitled to take all measures that it reasonably considers necessary to avert or prevent this danger.

Article 5. Responsibilities of Healthcare Institution

5.1. Healthcare Institution makes every effort to ensure that the Application is available and that it functions properly. This will cause updates and upgrades to be performed. Healthcare Institution cannot guarantee that You always have unhindered access to the Application and can make undisturbed and uninterrupted use of the Application. Healthcare Institution does not guarantee that the Application or parts thereof will work without interruption, errors or defects, or that all errors or defects can always be resolved.

5.2. Healthcare Institution ensures that the Application is adequately secured and that the Application complies with the norms and standards that apply to medical devices. You can find more information about the security measures regarding the Application in the Privacy Statement of the Application.

Article 6. Your Responsibilities

6.1. You may only use the Application for the purpose for which the Application was prescribed to You. The use of the Application is personal and non-transferable.

6.2. You are solely responsible for ensuring that the Data You enter into the Application is accurate, complete, current and relates solely to You. Your Healthcare Provider and any other persons involved in your treatment base their advice and further treatment on the Data. Healthcare Institution recommends that you always check the Data carefully, even when it comes from a Measuring Device that you link to the Application.

6.3. You are responsible for the device on which the Application can be installed and for a working internet connection. Healthcare Institution can provide a tablet or other device, with or without the intervention of another organization. In all cases, you must ensure that the device

and internet connection are sufficiently secured and in any case are provided with a password and/or PIN code that is known only to you.

Article 7. Measuring equipment

7.1. Healthcare provider can prescribe measuring equipment for measurements in the Application. You must use the Measuring Equipment according to the instructions of the Care Provider. You must report any questions, defects or complaints to the Care Provider immediately.

7.2. The Measuring Equipment supplied by the Healthcare Provider remains the property of the Healthcare Institution or Healthcare Provider. You agree to careful use and maintenance of the Measuring Equipment in accordance with the instructions of the Healthcare Provider.

7.3. In some cases you can use your own measuring device for the measurements in the Application, for example a thermometer or a scale. If you use your own device, you are solely responsible for the suitability of the device for its intended purpose.

7.4. Healthcare Institution may impose additional requirements on the device you use for the Application and/or on the Measuring Devices you use to perform measurements. The Apple App Store and/or Google Play Store lists the minimum operating system that the device you use for the Application must have. Additional requirements may also be imposed on, for example, a browser. You are responsible for ensuring that your (Measuring) device meets such additional requirements. The Care Provider reserves the right to reclaim the Measuring Equipment upon termination of the Agreement or if necessary for maintenance.

Article 8. Accessibility & support

8.1. Healthcare Institution takes complaints and reports regarding the Application very seriously. The Patient will immediately report any problems with the Application or Measuring Equipment to the Healthcare Provider.

8.2. Healthcare Institution will provide a reasonable level of support with regard to substantive medical questions and questions about the use of the Application. The Patient can also contact Luscii Support for questions about the use of the Application. Luscii always forwards medical questions to the Healthcare Institution.

8.3. Luscii Support can be reached as follows:

Telephone: +44 800 358 6050

Email: support@luscii.com

Contact form on the website

8.4. Luscii has a FAQ page for frequently asked questions: www.luscii.com/help.

Article 9. Personal data

9.1. Healthcare Institution processes personal data to provide the Application. Healthcare Institution will take into account the requirements of the legislation when processing. Information about how Healthcare Institution handles personal data can be found in the Privacy Statement in the Application.

Article 10. Confidentiality

10.1. The information that You place in the Application via the Account is in any case Confidential Information.

10.2. Both Parties will keep Confidential Information strictly confidential and will only use it to the extent necessary for the use of the Application.

Article 11. Intellectual Property Rights

11.1. All Intellectual Property rights relating to the Application rest and remain vested in Luscii and/or its licensors.

11.2. You are granted a personal, revocable, non-exclusive, non-sublicensable and non-transferable right to use the Application in accordance with these Terms of Use for the term of the Agreement.

11.3. You must refrain from actions that infringe the Intellectual Property Rights of Luscii and its licensors. It is not permitted to reverse engineer, modify, compress, copy or reproduce (parts of the) Application and the content of the Application without prior written permission from Luscii and/

or its licensors.

11.4. If you send information to your Healthcare Institution, for example feedback about an error or a suggestion for improvement, you grant your Healthcare Institution an unlimited and perpetual right to use this information for the Application and other services. This does not apply to information that you expressly mark as confidential and the use of which is not necessary in the context of legislation or regulations.

Article 12. Data

12.1. Data that You enter or process via the Application is and remains Your property. Control over the Data therefore rests with you at all times. View the Privacy Policy in the Application.

Article 13. Compensation

13.1. You do not have to pay a fee for the Application.

Article 14. Duration and termination

14.1. The Agreement takes effect from the moment you use the Application by downloading it on your smartphone or tablet and is entered into for an indefinite period.

14.2. You can terminate the Agreement at any time by deactivating the Account from the Application, or requesting the Healthcare Provider to deactivate your account.

14.3. The Care Provider may or may not decide together with You to close access to the Application, as a result of which You can no longer use the Application. This is possible, for example, when the Care Provider is of the opinion that measurements are no longer necessary for the treatment.

14.4. Access will be terminated when the Account is deactivated.

14.5. At Your request, which must have been submitted to the Care Provider before or at the time of cancellation, the Care Provider will make a copy of the Data available to You.

Article 15. Changes

15.1. Healthcare Institution may adjust these Terms of Use from time to time, for example due to changes in legislation and regulations. In that case, the Healthcare Institution will inform you about this at least thirty days before the new Terms of Use come into effect. Healthcare Institution can do this by including a message in the Application or by sending you an e-mail or letter. If you do not agree with the change in the Terms of Use, you can contact the Healthcare Provider. The Care Provider will investigate with you whether the use of the Application can be continued. If you do not contact your Healthcare Provider before the date of entry into force, the Healthcare Institution will assume that it has accepted the changes.

Article 16. Other provisions

16.1. Healthcare Institution can transfer the obligations under these Terms of Use in whole or in part to a third party.

16.2. If any provision of the Terms of Use is void, voided or unenforceable, this shall not affect the validity of the remaining provisions.

16.3. English law applies to these Terms of Use. Disputes regarding these Terms of Use will be handled in accordance with the dispute settlement procedure that also applies to the provision of direct care between you and the Healthcare Provider. In the absence of a choice of forum, the court of the district where you reside has jurisdiction to hear disputes relating to these Terms of Use.