Terms and Conditions

1. Introduction

UpHill, S.A., with registered office at UBIMedical – Estrada Municipal 506, Covilhã, Portugal, registered with the Commercial Registry under the single registration and corporate number 513 509 593 (hereinafter "UpHill"), provides services through the platforms **UpHill Simulate** and **UpHill Events** (hereinafter the "Platforms").

The Platforms make services available to UpHill's clients ("Clients") for the use of software designated as "UpHill Simulate" (hereinafter "Simulate") and "UpHill Events" (hereinafter "Events"), both jointly referred to as the "Platforms".

Simulate is a tool that allows Clients to analyse hypothetical and virtual clinical compliance metrics supported by a simulator of virtual and electronic clinical records for clinical training. It is intended to be used by healthcare professionals or participants selected by educational institutions in the healthcare field and may also be used in the context of events within the UpHill Events Platform.

Events is a tool made available to Clients to enable them to organise, manage, and develop a plan for the delivery of events (hereinafter "Events") of a given duration and intended for a defined audience, depending on the type of Event determined by the Client. Events are published on each Client's institutional page in the format [client].up.events.

Clients of the Events Platform use its services to organise and promote events related to human health and wellbeing, and are responsible for the management of each Event. Accordingly, Clients are solely responsible for the content of the Events, including all information relating thereto, as well as for defining the venue (where applicable), the programme, registration fees, and related matters.

The Client intends to access and use any of the Platforms as software-as-a-service ("Services"), under the terms of these Terms and Conditions. These Terms and Conditions set out the rules, rights, and obligations of the Parties in the context of the Client's use of the UpHill Platforms and the associated software. Acceptance of these Terms and Conditions constitutes a legally binding agreement between the Client and UpHill.

These Terms and Conditions, together with instructions, policies, and other information regarding the Services, are available on the UpHill Platforms and are provided exclusively in Portuguese and English. In the event of any interpretative doubt, the Portuguese version shall prevail.

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2. Definitions and Interpretation

2.1 In these Terms and Conditions, the following expressions shall have the meanings set out below:

a) **“Cloud”**: the server infrastructure used by UpHill to distribute information in fully virtual computing environments, enabling users, via an interface, to share and/or access computing resources, while keeping their data isolated;

b) **“Content”**: all information made available by UpHill on the Platforms and the materials made available to Clients for use of the Platforms;

c) **“Client Content”**: all information made available on the Platforms by Clients, in particular all information relating to the Simulate and Events Platforms;

d) **“Access Credentials”**: the means of identification and activation of an account (username and password) through which access to the Platforms is obtained;

e) **“Client Data”**: any information, data, and materials (including personal data) processed, managed, and/or hosted on the Platforms under these Terms and Conditions, whether provided by the Client or created through the Client’s use of the Platforms;

f) **“Documentation”**: any document sent by UpHill to the Client describing the Services in greater detail, providing clarifications regarding their operation, and including information on scheduled downtime or technical maintenance;

g) **“Force Majeure”**: any unforeseeable and unavoidable event beyond the will or control of the Parties that prevents, wholly or partially, temporarily or permanently, the achievement of their objectives or the fulfilment of their obligations within the agreed timeframes. Without limitation, Force Majeure events may include war (declared or undeclared), riots, civil unrest, general strikes, governmental decisions, and natural disasters such as fires, floods, explosions, earthquakes, or other events beyond the Parties’ control that prevent or hinder the performance of obligations under these Terms and Conditions;

h) **“Business Hours”**: 9:00 a.m. to 6:00 p.m. CET on business days;

i) **“Parties”**: the Client and UpHill;

j) **“Participants”**: users who register for Events organised by Clients, thereby establishing a contractual relationship with the Client regarding registration and participation in the Events;

k) **“Platforms”**: the “UpHill Simulate” platform and the “UpHill Events” platform;

l) **“Software”**: the software application of the Platforms made available by UpHill under these Terms and Conditions;

m) **“Users”**: natural persons who use the Platforms and the Services.

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3. Object and Scope

These Terms and Conditions govern the provision by UpHill to the Client of the Services, including the availability of the Platforms and Software as a service (SaaS).

The Services include technical support during Business Hours, intended to clarify Client queries regarding use of the Platforms and to assist with technical issues arising on the Platforms.

UpHill shall use its best technical and human efforts to provide the Services with an average availability of 99%, excluding periods during which the Software is unavailable due to: (i) maintenance operations; (ii) Force Majeure events; (iii) service outages; (iv) network security or integrity issues; (v) suspected anomalous or fraudulent traffic; or (vi) suspected intrusion attempts.

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4. Use of the Platforms and Documentation

UpHill hereby grants the Client a non-exclusive, non-transferable right to use the Simulate and/or Events Platforms and the associated Services for the duration of the contracted Services.

The Client shall hold Access Credentials and shall be responsible for their proper and correct use.

Users may register for Events through (i) the UpHill Platforms using their email and password or (ii) access credentials provided by Clients.

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5. Assignment of Contractual Position and Rights and Obligations

The Client may not assign to third parties the right to use the Platforms or any rights or obligations under these Terms and Conditions.

UpHill may assign its contractual position without the Client's prior consent, provided that it notifies the Client in writing in accordance with applicable law.

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6. Fees

The Client shall pay UpHill the agreed fees for licensing the use of the Simulate Platform.

The Client shall pay UpHill the agreed fees for licensing the use of the Events Platform.

Fees may differ where the services referred to above are provided as part of a service package offered by UpHill, in which case the applicable financial terms shall be agreed separately in a specific document.

Fees for Participant registration in Events are defined by the Client and are the Client's sole responsibility.

The fees referred to above may be amended if the Services are modified, updated, or reconfigured. UpHill undertakes to notify the Client of any such changes in the month preceding their implementation.

Late payment of any amounts due shall entitle UpHill to charge statutory late payment interest at the maximum legal rate in force.

In the event of non-payment by the due date, UpHill shall notify the Client in writing to make payment within the period specified in clause 10.1. Failure to do so shall entitle UpHill to suspend and/or terminate the Services and/or terminate these Terms and Conditions, without prejudice to UpHill's right to receive all outstanding amounts plus accrued interest.

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7. Payment by Event Participants

Where applicable, payment of Event registration fees by Participants shall be made through the UpHill Platform at the final stage of registration using one of the available payment methods, subject to automated or manual confirmation by the Client.

The Platform provides the following payment methods: Multibanco reference, MB Way, debit card, credit card, bank transfer, and cash, as well as tools for Clients to issue invoices and receipts.

Responsibility for payments, invoicing, receipts, and refunds rests exclusively with Events Clients.

UpHill subcontracts payment and invoicing services to third parties, namely Lemonway.

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8. Client Warranties (Simulate and Events)

The Client represents and warrants that it:

a) will use the Platforms in accordance with the Terms of Use and these Terms and Conditions and shall be responsible for any breaches thereof;

b) will duly and fully comply with all contractual obligations;

c) is solely responsible for Client Data and undertakes to hold all necessary rights to enable UpHill to provide the Services without breaching any law or third-party rights;

d) is solely responsible for registering Users and Participants and for providing Access Credentials;

e) will comply with all applicable laws and regulations, including those relating to healthcare, data protection, and advertising.

Additionally, Events Clients represent and warrant that they:

f) promote Events at their own risk and are solely responsible for their content, organisation, management, registrations, payments, cancellations, and scope.

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9. Term

The Services shall be valid for the period contracted by the Client and shall commence on the date of acceptance of these Terms and Conditions ("Acceptance Date").

Unless terminated, the Terms and Conditions shall automatically renew for successive periods equal to the initial term, unless either Party gives at least 30 days' prior written notice of non-renewal.

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10. Termination and Suspension

Either Party may terminate these Terms and Conditions in the event of a material breach by the other Party that is not remedied within 30 days of written notice.

Services may be immediately suspended or terminated if UpHill is legally prevented from performing them.

These Terms and Conditions may also be suspended or terminated following a declaration of invalidity by a competent authority or court.

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11. Effects of Termination

Upon termination:

a) the Client's right to access and use the Platforms shall immediately cease;

b) UpHill shall extract and deliver to the Client and/or delete all Client Data and Content, except where retention is required by law;

c) the Client shall pay all outstanding amounts due.

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12. Liability

Nothing in these Terms and Conditions excludes liability for wilful misconduct or gross negligence.

UpHill acts solely as a service provider and is not responsible for the organisation, management, or content of Events, nor for outcomes arising from the use of Simulate.

The Client shall fully indemnify UpHill against all claims arising from the Client's breach of these Terms and Conditions or from Events organised by the Client.

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13. Security Policies and Standards

UpHill shall use best efforts to maintain system security and to notify the Client of any security incident affecting data confidentiality, integrity, or availability.

Both Parties shall notify each other promptly of any actual or potential security breaches.

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14. Subcontracting

The Client acknowledges that cloud services and payment services may be provided by subcontractors and confirms awareness of the applicable terms and privacy policies.

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15. Personal Data Protection

UpHill acts as a data processor on behalf of the Client and undertakes to comply fully with Regulation (EU) 2016/679 (GDPR) and applicable national legislation.

UpHill shall process personal data solely in accordance with the Client's instructions and shall implement appropriate technical and organisational measures to protect such data.

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16. General Provisions

These Terms and Conditions constitute the entire agreement between the Parties.

Any amendments must be made in writing.

Invalidity of any provision shall not affect the validity of the remaining provisions.

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17. Governing Law and Jurisdiction

These Terms and Conditions are governed by Portuguese law.

Any disputes shall be submitted to the courts of Lisbon, to the express exclusion of any other jurisdiction.