

Terms of Use for the Luscii Platform Web Application

These Terms of Use describe the conditions under which the web application of the Luscii Platform of Luscii Healthtech BV may be used. Using the Luscii Platform, healthcare providers can monitor their patients remotely and set up their own (monitoring) programs. By using the Luscii Platform, the User agrees to the conditions below.

Artikel 1. Definitions

The capitalized terms in these Terms of Use shall have the meaning assigned to them (both in the singular and in the plural).

- 1.1 **Account** : the User's personal account with which the User gains access to the Luscii Platform.
- 1.2 **Background IP** : contributed knowledge and materials on which Intellectual Property Rights rest for the purpose of developing Monitoring Programs in the Luscii Platform.
- 1.3 **Data**: all (measurement) data stored in the Application that relate to the Patient, whereby the Healthcare Provider has access to this data within the context of the care provided.
- 1.4 **Documentation**: system and user manuals belonging to the Luscii Platform containing the structure, composition and configuration, and project documentation, including specifications.
- 1.5 **Foreground IP**: Intellectual Property Rights on Monitoring Programs developed in the Luscii Platform.
- 1.6 **User** : healthcare provider or administrator who uses the Luscii Platform, under the responsibility of the Healthcare Organisation.
- 1.7 **Terms of Use**: these terms and conditions governing the use of the Luscii Platform web application.
- 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, neighbouring rights, patent rights, as well as rights to know-how.
- 1.9 **Luscii**: Luscii Healthtech BV
- 1.10 **Luscii Platform**: Luscii's Software as a Service (SaaS) and associated (web) applications, including new versions thereof with associated Documentation, which the User uses under the responsibility of the Healthcare Organization to remotely monitor the health of patients, and which they can set up and/or develop monitoring programs themselves or in collaboration with Luscii.
- 1.11 **Luscii vitals IFU**: [instructions for use belonging to the medical device Luscii vitals \('Clinical Engine'\)](#) as drawn up and supplied by Luscii, in accordance with the MDR.
- 1.12 **Measuring equipment**: the equipment that User prescribes to Patient to perform measurements at home (for example a blood pressure monitor).
- 1.13 **Agreement**: the agreement between Luscii and User on the basis of which Luscii will provide the Luscii Platform of which the Terms of Use form an integral part.
- 1.14 **Parties**: Luscii and User together or separately.
- 1.15 **Patient(s)**: the natural person not acting in the exercise of a profession or business, who has been granted access to the Luscii mobile application on the basis of the medical treatment agreement and uses the functionalities of this application.
- 1.16 **Confidential Information**: non-public information relating to one or both Parties and information that a Party designates as confidential or information the confidential nature of which the Parties should reasonably have known given the nature or content of the information.

- 1.17 **Healthcare organisation:** the (healthcare) organisation that has purchased the Luscii Platform on the basis of the agreement with Luscii and that gives the User access to the Luscii Platform.

Artikel 2. — The Luscii Platform

- 2.1. The Luscii Platform has been developed by Luscii. The Luscii Platform enables the User to remotely monitor Patients, to set up and/or develop monitoring programs themselves and to prescribe education to Patients. The Luscii Platform consists of various components: the Luscii mobile application for Patients and the Luscii web application with the Luscii vitals ('Clinical Engine') for healthcare providers. These Terms of Use prescribe the use of the web application for the User.
- 2.2. The Luscii mobile application prescribes User to Patients in the context of the medical treatment agreement, so that Patients can perform health measurements themselves by means of questionnaires and wirelessly connectable Measuring Equipment. In addition, Patient can view their own measurements and follow education.
- 2.3. With the Luscii web application, Users can, among other things, set up and/or develop (monitoring) programs, register Patients, view measurements, handle notifications and send messages. The Luscii web application is available as a dashboard, which can be consulted via <https://app.luscii.com> . Users can select monitoring programs from the Luscii Library via <https://luscii.com/library> or set up and/or develop them themselves and use them to implement the medical treatment agreement with the Patient.
- 2.4. With the Luscii Platform, User can set up and/or develop (monitoring) programs themselves, possibly in collaboration with Luscii. Before User may develop (monitoring) programs themselves, User must obtain a certificate that proves that User has the knowledge and skills to develop a (monitoring) program using the Luscii Builder. Luscii offers the knowledge by means of a (digital) training and also offers the exam to obtain the certificate. After obtaining the certificate, User is referred to as '*Certified Medical Developer*'.
- 2.5. User can choose to place the configured (monitoring) programs on behalf of his/her Healthcare Organization in the Luscii Library and make them available to other healthcare organizations. To do this, User must submit the program according to the processes and guidelines determined by Luscii.

Artikel 3. Account

- 3.1. To use the Application, User needs an Account.
- 3.2. It is the User's responsibility to keep the login details secret and to choose a strong password. The Healthcare Organization may use 'two-factor authentication'.
- 3.3. An Account is personal and may not be shared with another person. The use of the Account is the responsibility of the User. Luscii may assume that everything that happens from the Accounts happens under the direction and supervision of your Healthcare Organization.
- 3.4. If login details of an Account are lost or leaked, User will immediately take all measures that are reasonably necessary and desirable to prevent abuse of the Account. These measures may include, for example, changing the password or blocking the Account. User will also immediately report this to Healthcare Organization, so that additional measures can be taken to prevent abuse of the Account.

Artikel 4. — Prohibition

- 4.1. It is not permitted to use the Luscii Platform for actions that are in conflict with applicable laws and regulations. This includes storing or distributing information via the Luscii Platform that is libelous, slanderous or racist.
- 4.2. If Luscii determines that the User violates the above conditions, or receives a complaint about this, Luscii may intervene itself to end the violation.
- 4.3. If, in Luscii's opinion, there is a nuisance, damage or other danger to the functioning of the computer systems or the network of Luscii or third parties and/or the Luscii Platform, in particular due to excessive sending of e-mail or other data, leaks of personal data or activities of viruses, Trojans and similar software, Luscii is entitled to take all measures it reasonably deems necessary to avert or prevent this danger.
- 4.4. Luscii is at all times entitled to report any criminal offences it has discovered.

Artikel 5. Responsibilities Luscii

- 5.1. Luscii makes every effort to ensure that the Luscii Platform is available and functions properly, but does not offer any guarantees in this regard unless otherwise agreed in the service level agreement with the Healthcare Organisation.
- 5.2. Luscii will perform updates and upgrades to keep the Luscii Platform up to date.
- 5.3. Luscii ensures that the Luscii Platform is adequately secured and that the Luscii Platform complies with the standards and norms that apply to medical devices.

Artikel 6. User Responsibilities

- 6.1. User shall use the Luscii Platform in accordance with these Terms of Use, the Documentation and the Luscii vitals IFU and the intended purpose described therein.
- 6.2. User is personally responsible for the medical treatment agreement with Patient. Luscii therefore does not itself take care of the process, the offer, the quality and any complaints, as well as other aspects based on codes of conduct and applicable laws and regulations that User must comply with. This is the responsibility of User and Healthcare Organization. User must ensure adequate medical observation, evaluation and processing of the results generated in the Luscii Platform and maintain a medical file itself. User is responsible for the explanation and training of the Patient for the use of the mobile application and Measuring Equipment.
- 6.3. User agrees to cooperate with any controls, inspections or post-market surveillance procedures that Luscii or the Healthcare Organisation deem necessary with regard to the Luscii Platform.
- 6.4. In the event of a Safety Notification or a Recall, Luscii will inform the Healthcare Organisation and its User. The User will follow the instructions of Luscii or the Healthcare Organisation closely.

Artikel 7. Accessibility and support

- 7.1. User shall notify Luscii as soon as possible of any complaints, questions or reports from Patients that User has received regarding suspected incidents in connection with the Luscii Platform.
- 7.2. Luscii takes complaints and reports regarding the Luscii Platform very seriously. In case of questions, comments and complaints, you can contact Luscii Support. Luscii Support can be reached in the following ways:
 - a. Phone: +31 85 1305 851
 - b. Email: support@luscii.com
 - c. Live chat
 - d. Contact form on the website
- 7.3.

- 7.4. Luscii will keep the Luscii Platform available as agreed in the service level agreement with Zorgorganisatie. This also stipulates the availability of Luscii Support during and outside office hours.
- 7.5. Luscii has a FAQ page for frequently asked questions: www.luscii.com/help.

Artikel 8. Confidentiality

- 8.1. The information that the User places in the Luscii Platform via the Account is in any case Confidential Information.
- 8.2. Both Parties shall keep Confidential Information strictly confidential and shall only use it to the extent necessary for the use of the Luscii Platform.

Artikel 9. Intellectual Property Rights

- 9.1. All Intellectual Property rights relating to the Luscii Platform are and will remain with Luscii and/or its licensors. These may not be copied or used in any way without separate permission from Luscii, except in cases where this is permitted by mandatory law.
- 9.2. Under the Agreement, User has a non-exclusive and non-transferable right to use the Luscii Platform for the duration of the Agreement and in accordance with the terms and conditions set out in the Agreement.
- 9.3. User shall 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 Luscii Platform without prior written permission from Luscii and/or its licensors.
- 9.4. If User sends information to Luscii, for example feedback about an error or a suggestion for improvement, User grants Luscii an unlimited and perpetual right to use this information for the Luscii Platform and other services. This does not apply to information that the Healthcare Organization expressly marks as confidential and the use of which is not necessary for the execution of Luscii's agreement with the Healthcare Organization, or compliance with a legal provision or court order.
- 9.5. If User creates content (e.g. a monitoring program) as a 'Certified Medical Developer' using the Luscii Platform, the Background IP in question will remain with User's Healthcare Organization or its licensors. User guarantees that Background IP of created content rests with Healthcare Organization or its licensors and indemnifies Luscii against claims from third parties arising from any (alleged) infringement of these rights.
- 9.6. If User decides on behalf of Healthcare Organization to offer a monitoring program developed with the Luscii Platform to other Luscii customers via the Luscii website, User must agree on behalf of Healthcare Organization to the Luscii Library Guidelines available via <https://luscii.com>. The Foreground IP of the monitoring program will be awarded to Luscii after placement in the Luscii Library based on agreements between Luscii and Healthcare Organization.

Artikel 10. Data

- 10.1. For Data and data about Users in the Luscii Platform, the Healthcare Organization is the data controller within the meaning of the GDPR and is responsible for drawing up a privacy policy for the User.
- 10.2. Luscii takes reasonable measures to ensure the privacy and security of Data in the Luscii Platform, in accordance with applicable laws and regulations and the concluded processing agreement with the Healthcare Organization.

10.3. User can use the export function or link function in the Luscii Platform to export Data that is relevant for maintaining the medical file. It is the responsibility of User to ensure that the Data is accurate, complete and up to date.

10.4. The User is responsible for the safe storage and management of the exported data outside the Luscii Platform. The storage and sharing of this data is the User's own responsibility. The privacy and security of this data is not the responsibility of Luscii.

Artikel 11. Changes

11.1. Luscii may make reasonable adjustments to these Terms of Use from time to time, for example due to legal obligations or changes in legislation and regulations. Luscii will inform User of this in the web application. If User does not agree with the change in the Terms of Use, User cannot use the web application. In that case, User can contact Zorgorganisatie.

Artikel 12. Duration and termination

12.1. These Terms of Use apply when User uses the Luscii Platform.

12.2. User's access to the Luscii Platform will be terminated when the Account is deactivated by the Healthcare Organization.

Artikel 13. Other provisions

13.1. If any provision of the Terms of Use is void, annulled or unenforceable, the validity of the remaining provisions shall not be affected.