



Terms of Use Luscii

The Terms of Use detail the conditions that apply when using Luscii applications.

1. Definitions

App:

The mobile and web applications of Luscii, for which these Terms of Use apply (see functionality and specifications of the App at: www.luscii.com/product).

User:

Patient or caregiver registered with Luscii, intent on using the App.

User Account:

The account which the User registers under the App's Terms of Use, i.e. these terms of use.

Information:

Data, images, video and audio files, and other content the User shares via the App. (Audio and video) communications that take place via the App.

Treatment Agreement:

The (Treatment) Agreement that the User and Healthcare Provider sign under the (care) services that the Healthcare Provider delivers to the User, through which the functionality of the App is utilised, as displayed in the product specifications of the App.

Parties:

The User and Luscii combined, each individually being a 'Party'.

Privacy Policy:

The Privacy Policy of Luscii that applies to the collection and processing of personal data, details of which can be found at: www.Luscii.com.

Healthcare Provider:

The Party with whom the User signs the Treatment Agreement on the condition of certain care in which the App is utilised as a means of communication.

2. Use of the App(s)

2.1

Luscii offers her Apps to Healthcare Providers to support users remotely, allowing both Parties to communicate with each other and transfer data accordingly, such as measurements of vital signs. Details about the company and the functionalities of Luscii's Apps can be found at www.luscii.com.

2.2

Once registered, a Luscii User receives a non-exclusive, non-sub licensable and non-transferable license to use the App. This means that the User cannot become the owner of Luscii Apps. Similarly, no Intellectual Property can be transferred. Users are therefore forbidden to share Luscii's Apps (part or whole), in which the source code can be retrieved via reverse engineering, decompilation, or any other techniques.

2.3

The Terms of Use, Privacy Policy and Cookies Statement all apply when using Luscii Apps. These can be found (and are available to download free) at www.luscii.com. Once the App has been downloaded or once registered, the User automatically agrees to the Terms of Use, Privacy Policy and Cookies Statement.

2.4

For the use of some of the App's functionalities, it may be necessary for the User to sign a Treatment Agreement with the Healthcare Provider (for example, for the follow-up of home

measurements taken by a Healthcare Provider or to initiate (video) contact with a Healthcare Provider). Luscii is not liable nor responsible for services or activities of Third Parties, including Healthcare Providers arising from this Treatment Agreement.

2.5

As the App(s) are used in consultation with Third Party health care services, it is essential that the User of the App is truly the person who initially signed up. The User may only use the App for the purpose of which it has been developed, as described at www.luscii.com, and only for personal use (the User is therefore forbidden to give others access to the App or their User account).

2.6

To allow the App to work correctly, the following is needed: a reliable internet connection, devices that support the App, and with particular functions, measuring apparatus capable of connecting to the App. The specific types of internet connection, devices (including any software upgrades) and measuring apparatus, supported by Luscii, can be found at www.luscii.com/product. The User is solely responsible for the internet connection, devices and/or measuring apparatus, and its correct usage.

2.7

Luscii and the User are able to stop using the App or withdraw the license to use the App at any time and without reason. If Luscii takes this action, the User will be informed by email. Luscii is not responsible for the consequences of blocking and/or limiting the access to the App and/or its outer operations and/or the User account, unless compulsory law determines otherwise.

3. What does/doesn't Luscii provide when using the App?

3.1

Luscii stands committed to optimising both the App's availability and accessibility. Luscii thereby strives to ensure maximum availability, but nevertheless, cannot guarantee the User unimpeded access to the App or undisturbed and uninterrupted use, for example, during maintenance or the installation of updates, which can occur regularly and at Luscii's discretion. In the case of maintenance work, during which the App is temporarily unavailable, Luscii will inform the User beforehand, if possible.

3.2

Luscii cannot guarantee that the App, or any part thereof, will work without interruption, errors or defects, or that all such errors and defects can and will be improved.

3.3

Luscii is not responsible for the (undisturbed) functioning of telecommunication connections (for example, the User's Internet connection).

3.4

Luscii is completely committed to ensuring the App is protected by state-of-the-art security encryption. The User should also take responsibility in securing their personal devices and software sufficiently (for example, by selecting strong passwords and/or a PIN code on the iPad).

4. Personal data

4.1

When using the App, (personal) data may be stored and processed by Luscii. Details of the types of data collected and processed can be found in the appendix of the App's Privacy Policy.

4.2

Depending on the situation, the following applies:

- If the User uses the App as part of the Treatment Agreement: The Healthcare Provider retains ownership of all Information and data that is communicated with and via the App, and Luscii has an agreement on data processing with the Healthcare Provider. The User must therefore arrange appointments to retrieve his or her own data with the Healthcare Provider and cannot turn to Luscii for such details.
- In all other cases in which Luscii obtains data from a User (for example, but not limited to, visiting the Luscii website): The User retains ownership of all Information and data that he or she communicates with or via the App.

4.3

Luscii has, at all times, the right to use Information on an aggregated level (anonymously) in the context of improving the Luscii App and her services, in accordance with the Privacy Policy.

4.4

Luscii offers the User the possibility to back up Information gathered by the App. Luscii also provides the option to record measurements, where applicable, in HealthKit (if the User is in possession of an iPhone). This is entirely at the User's discretion. Luscii is not responsible for making backups, for or on behalf of the User, and is not responsible for recovering damaged or deleted details, data and/or Information.

5. Liability of Luscii

5.1

Luscii is not liable for damages or costs that arise from the abuse of, or unauthorised access to, the App and the User's Information, for example, through the theft of a tablet or mobile phone.

5.2

Luscii is not liable nor responsible for the Information and/or data, nor the accuracy of said Information and/or data that is entered, stored, processed, converted and/or communicated by using the App by the User or Third Parties.

5.3

Luscii is not responsible for improper and/or inappropriate use of the App by the User or Third Party, including, but not limited to, the improper and/or incomplete instalment of the App and/or entry of incomplete and/or incorrect (threshold) values.

5.4

Luscii is not liable for damages and/or injury caused by, or in connection with, use of the App by the User.

5.5

The User indemnifies Luscii for all possible claims from Third Parties due to the use of the App.

6. Other provisions

6.1

Luscii is entitled to submit the rights and obligations of the Terms of Use to Third Parties.

6.2

If a condition of the Terms of Use is deemed void, or is rescinded, the validity of other conditions will remain, without prejudice.

6.3

The use of the App and the Terms of Use adhere to Dutch law, unless compulsory law determines otherwise.

6.4

The court of Central Netherlands, located in Utrecht, has sole jurisdiction over any dispute relating to these Terms of Use and use of the App, unless compulsory law determines otherwise.