

**TERMS OF USE OF THE EXPERT TOOL**

v0.1

The present terms of use (the “**Terms**”) govern your use of the EXPERT Tool (the “**Tool**”) and its associated services (hereinafter together referred to as “**Services**”), as operated and made available by Universiteit Hasselt, a public institution under Belgian law having its registered seat at Martelarenlaan 42, 3500 Hasselt, with corporate registration number 0208.359.859 (“**UHasselt**”).

**By using the Tool and the Services, you acknowledge that you have read these Terms carefully and that you agree with them without reservation.**

**Article 1      In general**

1.1 Upon acceptance these Terms shall constitute the one and only agreement between you, the user (“**User**”, “**you**” or “**your**”) and UHasselt. When you have purchased a group license (see article 2.1) and you allow others to use the Tool under your group license, you accept these Terms for and on behalf of all users you allow to use the Tool under your group license. You warrant that you have imposed obligations upon your users which are materially equivalent as the ones you are bound by under this agreement. The agreement shall be archived by UHasselt and shall not be available.

1.2 These Terms supersede any other related requests, verbal or in writing, to submit an offer, offers, proposal, proposition, guarantee, warrant, agreement, communication or commitment concerning the Services. You acknowledge that you have not accepted these Terms based on a communication, presentation, commitment, warrant or guarantee to which UHasselt has not agreed in writing.

1.3 You agree that your terms and conditions, should you have any, or those of any third party with whom you

are affiliated, will not apply in any way in relation to the provision of the Services.

1.4 These Terms will apply in favor of any subcontractor or third party on which UHasselt relies for the provision of the Services.

1.5 Where reference is made to certain laws or regulations, such reference shall also include any change, replacement or annulment of said laws or regulations, including any related executive decisions.

1.6 Any notion starting with a capital shall be defined by explicit reference in these Terms.

1.7 Where possible given the context, singular words shall be interpreted as also including the plural and vice versa.

1.8 UHasselt reserves the right to modify these Terms without your prior consent. Such modification shall be communicated via the Tool or via e-mail. If you do not accept the modifications, you are to stop using the Tool from the moment the modified Terms apply and to delete your account immediately. By continuing to use the Services after the modifications to the Terms have been communicated to you,

you indicate to accept these modifications without reservation.

- 1.9 The language of the Terms and of all interactions between you and UHasselt in relation to the Services shall be English. As a gesture to you, UHasselt may decide at its own discretion to communicate with you in the language of your choice.

## Article 2 Description of the Services

- 2.1 The Services are made available through a website (<https://expert-tool.edm.uhasselt.be>; hereinafter: “**Website**”). Access to and use of the Services is provided by purchasing a license (hereinafter: “**License**”) from and thus payment of the license fee to the European Association of Preventive Cardiology a branch of the European Society of Cardiology (ESC), an association under French law having its registered seat at 2035 route des colles, Les Templiers, CS 80179 Biot, 06903 Sophia Antipolis, France, with corporate registration number SIRET 403 299 480 00026 and VAT number FR 89 403 299 480 (hereinafter: “**ESC**”). The handling of the payment process and collection of the license fee are the sole responsibility of the ESC. For any question you may have with regard to the payment process, the license fee, including any refund, rebate, promotion, discount or the nature of the license (individual license or group license) you are kindly referred to the ESC. For avoidance of doubt: an individual license grants a right to use the Tool to one user, while a group license grants such a right to multiple users.

- 2.2 The Services consist first and foremost of the making available of the Tool,

which is a web-based interactive digital flowchart application that assists health care professionals to select maximally clinically effective and medically safe training modalities for exercise training and rehabilitation of patients with cardiovascular and metabolic diseases. Upon payment of the license fee you will receive a personal registration code via e-mail with which you can choose your own login credentials and register your personalized account (hereinafter: “**Account**”) on the Website. For group licenses you will be given an administrator account to which you can grant individual users login credentials to the Tool.

During the registration process you will be asked to accept these Terms, which is a mandatory requirement if you want to start enjoying the Services. After the registration process you can start using the Tool for its intended purposes. For reasons of security and compatibility you are required to always run the latest version of your operating system and browser.

- 2.3 In order to use the Tool, you are required to use it while being connected to the internet. This may require an internet subscription with your telecom provider for which your provider may charge you.

Notwithstanding any costs, fees, expenses and/or levies charged by a third party for the use of its products or services, the Services are provided to you by UHasselt upon payment of the license fee to the ESC.

- 2.4 UHasselt also provides support and maintenance services as part of the Services.

- a) Maintenance: shall in principle only include corrective maintenance with the exclusion of evolutive maintenance. Hence, maintenance does not include software updates nor new features but is aimed at providing uninterrupted service delivery on a best efforts basis only for the duration of the License.
- b) Support: shall only include assistance for resolving any software issues (such as bugs) or other types of malfunctions or defects, but shall not include personalized training on how to use the Tool. Support will be offered via e-mail and documentation on the Website only. Requests via e-mail will be handled during normal business hours (from 9 AM to 5 PM) on a best efforts basis only, without any warranty or representation with regard to specific response or resolution times.

### **Article 3 Obligations of the User**

- 3.1 You warrant that when you register with the Services and use the Tool, you are legally competent in your own jurisdiction to enter into binding agreements. Moreover, you certify that you have the necessary skills, qualifications and authorizations to prescribe medical treatments to patients with cardiovascular conditions and that you use the Tool in a professional capacity.
- 3.2 You are responsible for all information and content you upload or provide in connection with the Services. UHasselt is not responsible for verifying the accuracy or correctness of the

information you or third parties provide. UHasselt can therefore not be held liable for any of your content or information. The User who uploads content or information to the Services that proves damaging to others and results in a claim brought against UHasselt, will defend, hold harmless and indemnify UHasselt in any ensuing legal proceedings.

- 3.3 UHasselt does not guarantee the permanent availability of the information and content associated with your profile. You are responsible for backing up any information for long term storage.
- 3.4 You acknowledge and accept that your login credentials for gaining access to your Account are personal and cannot be shared with others. Any unauthorized use of your login credentials not resulting from a security breach at the side of UHasselt, shall be your own responsibility and happens at your own risk. If you suspect that your login credentials are being misused, you are to contact UHasselt as soon as possible so that access rights for these credentials can be revoked.
- 3.5 You undertake to use the Tool only for its intended purposes as outlined in these Terms and in the documentation provided by UHasselt. If UHasselt has reasonable grounds to believe that your use of the Tool constitutes (a) a violation of these Terms or the intellectual property rights or any other right of other users, UHasselt, the ESC or any other third party; or (b) a threat to the security or integrity of the Tool and its associated services or any other services provided by UHasselt; or (c) a danger to the Tool or the IT infrastructure of UHasselt due to

viruses, Trojan horses, spyware, malware or any other form of malicious code, or (d) in any way hateful, obscene, discriminating, racist, slanderous, defamatory, spiteful, hurtful or in some other way inappropriate or illegal, UHasselt reserves the right to revoke your access to your Account with immediate effect and to notify the ESC that such measure was taken, and this without prior notice or intervention of a judicial body and without any form of compensation or other claim.

If access to your Account has been revoked, UHasselt will inform you via e-mail outlining the reasons for such revocation. You will have five (5) calendar days to remedy the situation starting the day after sending the notification. If the remedy proves sufficient, adequate and timely, access to your Account will be restored promptly. If the remedy proves inadequate, insufficient or late or if you simply choose not to comply with the demand to remedy the situation, UHasselt reserves the right to remove the Account altogether and this with immediate effect, without prior notice or intervention of a judicial body and without any form of compensation or other claim, and to inform the ESC.

#### **Article 4 Warranty and liability**

4.1 The Services are provided to you “as is”. You accept and acknowledge that the Services are essentially dependent on software, which means that flawless operation and permanent availability cannot be assured. If you require more customized services or services rendered with certain quality assurances, you should contact UHasselt.

4.2 UHasselt reserves the right to change the functionalities and availability of the Services at all times and at its own discretion. Insofar as reasonably possible, any expected change in availability of the Services shall be communicated in advance via the Website.

4.3 UHasselt does its best to develop the Tool and provide you the Services to the standards that may be expected from a professional service provider in the sector. You understand and accept, however, that the Tool is a decision support application only and any suggestion made through or by the Tool is merely informative. The Tool is not intended and shall not be construed as a medical device or as generating personalized medical advice. You are solely responsible for the safety, adequacy and appropriateness of the treatments and trainings you prescribe. UHasselt does not verify the accuracy and correctness of the information you enter into the Tool. UHasselt can therefore not be held responsible for any error, inaccuracy or omission in the information provided.

4.4 UHasselt is not responsible and cannot be held liable for any shortcoming, not even when resulting from a grave error, negligence or fraud in the services of third parties on which the Services rely but which are beyond UHasselt’s control (e.g. services provided by telecom providers).

4.5 UHasselt shall not be liable for any indirect damage, which shall at least be understood as consequential damages, financial or commercial damages, loss of profit or income, lost opportunities, lost savings, damage due to business discontinuity, reputational damage and

damage from legal proceedings initiated by third parties against you.

- 4.6 UHasselt can only be held liable for proven damages caused by its grave error or fraud. In any case, for all your claims and demands for damages, you are first to refer to the ESC. The total, aggregate liability of UHasselt with regard to the provision of the Services shall in all circumstances be limited to EUR 20.

## Article 5 Duration and termination

- 5.1 These Terms shall apply from the moment you register with the Services until such time your License ends and/or your Account is removed. If you wish to cancel, suspend or otherwise change or amend your License, you are to contact the ESC.
- 5.2 Upon termination of your License and/or removal of your Account, all your personal details you uploaded or included into your Account shall be deleted and destroyed by UHasselt, unless a legal or regulatory obligation or a judicial or administrative order prevents UHasselt to do so. This deletion and destruction shall not include any aggregated or anonymous information that UHasselt uses to provide, improve or strengthen its business and Services.

## Article 6 Intellectual property

- 6.1 Under intellectual property rights (hereinafter: “**Intellectual Property Rights**”) shall be understood: all brands, logos, trademarks, internet domain names, models and designs, patents, copyrights (including all rights relating to software) and moral rights, rights relating to databases, semiconductor topographies,

knowhow, and other rights, as well as all other industrial and intellectual rights, in any case independent from whether or not they have been registered and with the inclusion of registration applications as well as all equivalent rights or means of protection leading to a similar result anywhere in the world.

- 6.2 UHasselt remains at all times holder of all Intellectual Property Rights related to the software and documentation – including all appurtenances – of the Tool and its Website, with the exception of all documents, information and other elements received from or uploaded by you. UHasselt does not transfer in any way as part of the License any ownership rights to its Intellectual Property Rights. You shall therefore not copy, analyse, decompile, make public, distribute, transfer to third parties, or change any content encumbered with Intellectual Property Rights beyond what is needed for normal use of the Tool as per your License or unless expressly permitted by UHasselt in writing.
- 6.3 UHasselt has granted the ESC the right to sublicense to you the use of its Intellectual Property Rights pertaining to the Services, but only insofar your use is consistent with the normal use of the Intellectual Property Rights of UHasselt as per your License, i.e. allowing you to use the Services in accordance with these Terms and any documentation provided by UHasselt. The License is granted by the ESC, so you are to refer to the ESC for all information regarding your License.
- 6.4 Each use made by you of any material protected by Intellectual Property

Rights or other rights of third parties, happens on your full and sole responsibility and you will indemnify and hold UHasselt harmless against any possible legal action of third parties with regard to violation of their rights. You acknowledge and accept that UHasselt exercises no power of control nor any advisory powers with regard to any rights held by third parties.

- 6.5 Without prejudice to any contradicting requirements under applicable data protection or professional secrecy laws, you grant UHasselt an exclusive, worldwide, irrevocable, sublicensable, royalty-free and everlasting right to use all content, data and information encumbered with your Intellectual Property Rights that you upload in or otherwise communicate via the Tool, insofar UHasselt makes use of this content in the framework of delivering or improving the Services or for academic purposes. Such use shall include the right to reproduce, to communicate to the public, to distribute, rent, adapt or translate.
- 6.6 Deep linking to a specific page on the Website is not allowed without UHasselt's specific authorization.

#### **Article 7 Personal data processing**

- 7.1 For the provision of the Services, UHasselt processes your personal data as data controller. For the processing of the personal data of your patients, you are considered to be the data controller and UHasselt data processor. All of UHasselt's personal data processing activities in the framework of the Services, both as data controller and as processor, are governed by the Privacy Policy, with which you need to agree as well if you want to use the Services.

The Privacy Policy is an integral part of these Terms.

#### **Article 8 Miscellaneous**

- 8.1 UHasselt will be entitled to rely at its own discretion on subcontractors for the fulfilment of its obligations under these Terms. The Terms cannot be construed as being of a strictly personal nature with respect to UHasselt, which means that UHasselt is entitled to transfer all or part of its rights and obligations under these Terms to a third party without your consent.
- 8.2 You are not allowed to transfer any of your rights and obligations under these Terms to a third party, unless UHasselt agrees in writing to such transfer.
- 8.3 These Terms by no means entail a curtailment of any rights of UHasselt under statutory law.
- 8.4 Whenever possible, the provisions of these Terms shall be interpreted in such a manner as to be valid and enforceable under the applicable law. However, if one or more provisions of these Terms are found to be invalid, illegal or unenforceable, in whole or in part, the remainder of that provision and of these Terms shall remain in full force and effect as if such invalid, illegal or unenforceable provision had never been contained herein. Moreover, in such an event, UHasselt shall amend the invalid, illegal or unenforceable provision(s) or any part thereof and/or agree on a new provision, in such a way as to reflect insofar as possible the purpose of the invalid, illegal or unenforceable provision(s).
- 8.5 These Terms are governed by Belgian law. You agree to try and solve any dispute regarding these Terms through

negotiations. Should negotiations fail, then all disputes concerning the validity, interpretation, enforcement, performance and termination of these

Terms shall be submitted to jurisdiction of the courts of Antwerp, Hasselt division.